LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, FEBRUARY 23, 2026

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

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

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

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

1. CLOSED SESSION - 6:30 PM

- Roll Call
- Opportunity for the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session may be continued to the end of the Regular Meeting.

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case.
Kyung Lee et. al v. Jacques Gautreaux, City of Livermore, Alameda County Superior Court Case No. 24CV075859.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. ADVISORY BODY APPOINTMENTS - NONE

5. 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.
- 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.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. 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 found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 Approval of draft minutes - February 9, 2026 Regular Meeting.

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

Staff Report
Attachments:
DRAFT 2026-02-09

6.2 Service agreement with Accela, Inc. to continue hosting and maintaining the City's permitting management system in support of the Livermore Permit Center. Accela, Inc. has provided permitting system services to the City since 2015, including permit issuance, project record archiving and management, and support for the City's transition to a fully electronic, paperless permitting environment. This agreement renews the City's partnership with Accela, Inc. to ensure the continued operation of this critical system.

Recommendation:
Adopt a resolution authorizing the City Manager, or her designee, to execute a renewal agreement with Accela, Inc. for hosting and maintenance of the City's permitting management system for the period of July 1, 2026, through June 30, 2033, in an amount not to exceed $1,987,569.
Staff Report
Attachments:
1. Resolution
2. Exibit A - Accela_Contract

6.3 Resolution authorizing the addition of a third-party consultant entitlement review fee to the Planning Applications Fee Schedule for small wireless facility applications and adding language on the Planning Applications Fee Schedule that include wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances.

Recommendation:
Staff recommends the City Council adopt a resolution establishing a third-party consultant fee on the Planning Applications Fee Schedule for small wireless facility applications and adding language on the Planning Applications Fee Schedule that includes wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Planning Applications Fee Schedule

6.4 Resolution awarding and authorizing the execution of an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

Recommendation:
Staff recommends City Council adopt a resolution awarding and authorizing the execution of

an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Vision Recycling Agreement

6.5 Resolution determining Tract 8669, Cornerstone, located at the northwest corner of the intersection of Collier Canyon Road and Constitution Drive, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopts a resolution determining Tract 8669, Cornerstone, located at the northwest corner of the intersection of Collier Canyon Road and Constitution Drive, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.
Staff Report
Attachments:
1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

6.6 Resolution to declare approximately 1.28 acres of City-owned real property located in the city of Livermore, county of Alameda, state of California, specifically referred to as Assessor's Parcel Number (APN) 99-950-16, as exempt surplus land under the Surplus Land Act, and a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement between the City and the Livermore Area Recreation and Park District.

Recommendation:
Staff recommends the City Council adopt a resolution to declare approximately 1.28 acres of City-owned property referred to as Assessor's Parcel Number (APN) 99-950-16 as exempt surplus land under the Surplus Land Act and adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement between the City and the Livermore Area Recreation and Park District.

Staff Report
Attachments:
1. Location Map
2. Resolution - Surplus Land Act Exemption
3. Exhibit A - Property
4. Resolution - Purchase and Sale Agreement
5. Exhibit A - Purchase and Sale Agreement

6.7 Resolution adding the Outdoor Electronic Kiosk Systems Project BL202630 to the 2025-2030

Capital Improvement Plan, authorizing an allocation of $460,000 of PEG Capital Fees (Fund 287) in Fiscal Year 2025-26, and authorizing execution of an agreement with Eflyn Electronics, in an amount not-to-exceed $358,246, to provide three outdoor kiosks for Outdoor Electronic Kiosk Systems Project BL202630.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Adding the Outdoor Electronic Kiosk Systems Project BL202630 to the 2025-30 Capital Improvement Plan;
2. Allocating $460,000 of PEG Capital Fees (Fund 287) in the Fiscal Year 2025-26 budget for the project; and
3. Authorizing the City Manager to execute an agreement with Eflyn Electronics, in an amount not to exceed $358,246 to provide three outdoor kiosks for Outdoor Electronic Kiosk Systems Project BL202630.

Staff Report
Attachments:
1. Vicinity Map
2. Outdoor Electronic Kiosk Systems - BL202630
3. Resolution
4. Exhibit A - Eflyn Electronics Agreement

7. PUBLIC HEARINGS

7.1 Public hearing, landowner election, declaration of results, and actions related to formation of Community Facilities District No. 2026-1 (Garaventa Services) located north of Altamont Creek Elementary School along Bear Creek Drive pursuant to the Mello-Roos Community Facilities Act of 1982.

Recommendation:
Staff recommends the City Council take the following actions in connection with the proposed formation of Community Facilities District No. 2026-1:

1. Conduct the public hearing and consider written and oral protests;
2. Adopt the resolution of formation of a Community Facilities District;
3. Adopt a resolution calling a special landowner election for a community facilities district, and direct the City Clerk to complete the landowner elections;
4. Adopt a resolution declaring the results of the special landowner election and, if the election is successful, direct recording of Notice of Special Tax Lien; and
5. Introduce an ordinance levying special taxes within the CFD.

Staff Report
Attachments:
1. CFD Report
2. Resolution of Formation
3. Exhibit A - Description of Services
4. Exhibit B - Rate and Method of Apportionment
5. Resolution Calling for Election
6. Exhibit A - Full Text of Ballot Measures
7. Exhibit B - Official Ballot

8. Resolution Declaring Results
9. Exhibit A - Canvass and Statement of Result of Election
10. Ordinance

8. MATTERS FOR CONSIDERATION

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

10. ADJOURNMENT

To a Regular City Council meeting on Monday, March 9, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

12. 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. 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.

Other Agenda Items are also open for public input including Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

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 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. 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

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - February 9, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

DRAFT 2026-02-09

Prepared by: Amy Heavener
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
FEBRUARY 9, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:31 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members Evan Branning, and Steven Dunbar.

RECUSED FROM CLOSED SESSION PARTICIPATION: Council Member Ben Barrientos.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers, the public comment period was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Legal Counsel – Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. One Case.

Move Eden Housing v. City of Livermore, Alameda County Superior Court Case No. 22CV015399; First District Court of Appeals Case Nos. A167346 and A171937; California Supreme Court Case No. S293996.

REGULAR MEETING

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.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members, Ben Barrientos, Evan Branning and Steven Dunbar.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of the 2025 Beautification Awards for Community Service. Presented by Kat Weiss, Beautification Committee Member.

Kat Weiss, Beautification Committee Members presented the 2025 Beautification Awards for Community Service,

3.2 Presentation Library Board of Trustees annual update presented by 2025 Chair Lainie Pascall.

Lainie Pascall, Chair presented the Library Board of Trustees annual update

3.3 Proclamation declaring February 2026 as American Heart Month, presented by Padmaja Vasireddy, Community Impact Director, American Heart Association

Mayor Marchand presented a proclamation to Padmaja Vasireddy, Community Impact Director, American Heart Association declaring February 2026 as American Heart Month,

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Jim Schmidt provided a comment.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 6.2 **Alan Marling** provided a comment.

Item 6.5 **Marc Roberts** provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Approval of draft minutes

6.2 Resolution 2026-009 awarding and authorizing the execution of an agreement with Daystar Mechanical LLC d/b/a Daystar Solar for solar panel maintenance, repair, cleaning, and reporting services in an amount not-to-exceed $750,000 for a five-year term ending February 28, 2031.

6.3 Resolution 2026-010 approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of specific EleMech, Inc. Portalogic FS-22 brand of Bulk Water Fill Station for the construction of the Water Reclamation Plant Recycled Water Fill Station Project WW202527.

6.4 Resolution 2026-011 authorizing the execution of first amendments to the Fiscal Year 2018 and Fiscal Year 2020 HOME Investment Partnership grant agreements with Alameda County to extend the terms of the agreements.

6.5 Resolution 2026-012 approving the naming of the Community Meeting Room at the Livermore Railroad Depot in honor of Alan Frank.

6.6 Resolution 2026-013 authorizing the execution of Project and Program Grant Agreements with East Bay Holocaust Education Center in the amount of $10,000, Las Positas College in the amount of $10,000, Livermore-Amador Symphony in the amount of $8,579, Livermore Art Association in the amount of $9,000, Livermore Valley Opera in the amount of $10,000, and Shruti Abhishek Dance in the amount of $8,000, consistent with the City's Public Art Policy.

7. PUBLIC HEARINGS – NONE

8. MATTERS FOR CONSIDERATION - NONE

9. 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.

Livermore Amador Valley Transit Authority (LAVTA) Vice Mayor Wang noted her attendance at the Finance and Administration Committee Meeting on January 27, 2026.

Livermore Amador Valley Transit Authority (LAVTA) Vice Mayor Wang noted her attendance at the Board of Directors Meeting on February 2, 2026.

Tri-Valley Transportation Council (TVTC) Vice Mayor Wang noted her attendance at the meeting on February 9, 2026.

Multiple community events Vice Mayor Wang noted her attendance.

10. ADJOURNMENT – at 7:46 pm to a Regular City Council Meeting on Monday, February 23, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
AMY HEAVENER, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Service agreement with Accela, Inc. to continue hosting and maintaining the City's permitting management system in support of the Livermore Permit Center. Accela, Inc. has provided permitting system services to the City since 2015, including permit issuance, project record archiving and management, and support for the City's transition to a fully electronic, paperless permitting environment. This agreement renews the City's partnership with Accela, Inc. to ensure the continued operation of this critical system.

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager, or her designee, to execute a renewal agreement with Accela, Inc. for hosting and maintenance of the City's permitting management system for the period of July 1, 2026, through June 30, 2033, in an amount not to exceed $1,987,569.

DECISION TYPE

Administrative

SUMMARY

Adopt a resolution authorizing the City Manager to execute a renewal agreement with Accela, Inc. for hosting and maintenance of the City's permitting management system in support of the Livermore Permit Center. The proposed agreement would be for a seven-year term from July 1, 2026, through June 30, 2033, in an amount not to exceed $1,987,569. Accela, Inc. has provided these services to the City since 2015, including permit issuance, project record management, and support of the City's transition to a fully electronic, paperless permitting environment. Funding for the agreement will be supported in part by the five percent (5%) technology fee assessed on issued permits, subject to annual budget appropriations.

DISCUSSION

The Livermore Permit Center relies on a centralized permitting management system to support the intake, review, issuance, tracking, and archival of permits across multiple City departments. This system is a critical operational tool that supports daily Permit Center functions, interdepartmental coordination,

regulatory compliance, and public access to permitting services.

Since 2015, Accela, Inc. has provided the City with permitting system services, including system hosting, maintenance, data management, and ongoing technical support. Most recently, Accela, Inc. has played a key role in supporting the City's transition to a fully electronic, paperless permitting environment in alignment with the City's Climate Action Plan. The program has improved efficiency, reduced processing times, enhanced record retention, and expanded online access for applicants and City staff.

Renewal of the agreement will ensure continuity of service, system reliability, data security, and ongoing support for City staff and the public. Staff evaluated the operational needs of the Permit Center and determined that continued use of the Accela, Inc. system is the most effective and efficient means of meeting those needs. A change in permitting platforms would require significant cost, staff training, data migration, and operational disruption.

The proposed agreement renews Accela Inc.'s services for a seven-year term from July 1, 2026, through June 30, 2033, allowing the City to maintain a stable and consistent permitting platform while supporting long-term planning and budgeting for permitting operations. The seven-year agreement was negotiated to secure the most favorable pricing and overall best value for the City.

FISCAL AND ADMINISTRATIVE IMPACT:
Approval of the proposed agreement with Accela, Inc. will authorize expenditures in an amount not to exceed $1,987,569 over the seven-year term from July 1, 2026, through June 30, 2033. Costs associated with the agreement will be budgeted annually and funded in part by the five percent (5%) technology fee assessed on issued permits, which is intended to support permitting system software, hosting, maintenance, and related technology costs. The (5%) technology fee is estimated to generate $210,000 in FY 2025-26. The remaining costs will be funded through existing appropriations within the Permit Center operating budget. All expenditures under the agreement are subject to annual City Council budget approval.

COMMUNITY PILLAR:
1. A Safe Community That Thrives

GOAL:
6. Provide efficient and effective permit processing services

ATTACHMENTS

1. Resolution
2. Exibit A - Accela_Contract

Prepared by: Franc Moufarrej
Chief Building Official

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ACCELA, INC. FOR HOSTING AND MAINTENANCE OF THE CITY'S PERMITTING MANAGEMENT SYSTEM FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2033, IN AN AMOUNT NOT TO EXCEED $1,987,569

The City of Livermore relies on a centralized permitting management system to support the intake, review, issuance, tracking, and record retention of permits across multiple City departments. Since 2015, Accela, Inc. has provided permitting management system services to the City, including hosting and maintaining the City's permitting system, issuing permits, and archiving and managing project records. Accela, Inc. has also supported the City's transition to a fully electronic, paperless permitting environment, resulting in improved efficiency, accessibility, and service delivery to the public.

The continued hosting and maintenance of the City's permitting management system is critical to ensuring uninterrupted operations, system reliability, data security, and ongoing support for City staff and permit applicants. Staff recommend renewing the agreement with Accela, Inc. for a seven-year term from July 1, 2026, through June 30, 2033, in an amount not to exceed $1,987,569. Funding for this agreement will be provided in part through the five percent (5%) technology fee assessed on issued permits, along with other appropriate funds as necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager, or her designee, is authorized to execute the agreement and any related amendments or documents necessary to renew the agreement with Accela, Inc. for hosting and maintenance of the City's permitting management system for the period July 1, 2026 through June 30, 2033, in an amount not to exceed $1,987,569.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Docusign Envelope ID: 6DBAA9BD-345A-4258-A137-47ED291EEAA5

EXHIBIT A

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Brenna Sandvik
Contact Phone:
Contact Email: bsandvik@accela.com
Quote ID: Q-38267
Valid Through: 2/28/2026
Currency: USD

Order Form

Address Information

Bill To:

City of Livermore
1052 S. Livermore Ave.
Livermore, California 94550
United States

Ship To:

City of Livermore
1052 S. Livermore Ave.
Livermore, California, 94550
United States

Billing Name: Sharon Arellano-Jones
Billing Phone: 925 960 4507
Billing Email: shajones@LivermoreCA.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	07/01/2026	06/30/2027	12	$705.00	130	$91,650.00
> Accela Building - SaaS	Year 1	07/01/2026	06/30/2027	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 1	07/01/2026	06/30/2027	12	$0.00	130	$0.00
						TOTAL:	$91,650.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	07/01/2027	06/30/2028	12	$2,144.10	130	$278,733.00
> Accela Building - SaaS	Year 2	07/01/2027	06/30/2028	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 2	07/01/2027	06/30/2028	12	$0.00	130	$0.00
						TOTAL:	$278,733.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	07/01/2028	06/30/2029	12	$2,251.31	130	$292,670.30
> Accela Building - SaaS	Year 3	07/01/2028	06/30/2029	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 3	07/01/2028	06/30/2029	12	$0.00	130	$0.00
						TOTAL:	$292,670.30

Docusign Envelope ID: 6DBAA9BD-345A-4258-A137-47ED291EEAA5

EXHIBIT A

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	07/01/2029	06/30/2030	12	$2,363.87	130	$307,303.10
> Accela Building - SaaS	Year 4	07/01/2029	06/30/2030	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 4	07/01/2029	06/30/2030	12	$0.00	130	$0.00
						TOTAL:	$307,303.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	07/01/2030	06/30/2031	12	$2,482.06	130	$322,667.80
> Accela Building - SaaS	Year 5	07/01/2030	06/30/2031	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 5	07/01/2030	06/30/2031	12	$0.00	130	$0.00
						TOTAL:	$322,667.80

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 6	07/01/2031	06/30/2032	12	$2,606.17	130	$338,802.10
> Accela Building - SaaS	Year 6	07/01/2031	06/30/2032	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 6	07/01/2031	06/30/2032	12	$0.00	130	$0.00
						TOTAL:	$338,802.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 7	07/01/2032	06/30/2033	12	$2,736.48	130	$355,742.40
> Accela Building - SaaS	Year 7	07/01/2032	06/30/2033	12	$0.00	130	$0.00
> Accela Planning - SaaS	Year 7	07/01/2032	06/30/2033	12	$0.00	130	$0.00
						TOTAL:	$355,742.40

Pricing Summary

Period	Net Total
Year 1	$91,650.00
Year 2	$278,733.00
Year 3	$292,670.30
Year 4	$307,303.10
Year 5	$322,667.80
Year 6	$338,802.10
Year 7	$355,742.40
Total	**$1,987,568.70**

Additional Terms:

EXHIBIT A

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at Accela Terms (collectively, the "Agreement"))

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. Customer is prepaying years 1 and 2 for a total of $370,383.00 and will be due upon receipt of invoice. Years 3-7 will be invoiced on an annual basis 30 days prior to the start of each subsequent year.

==========

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

ACCELA, INC.

Signature: Signed by: Michael E Gigliello B8A13DE0C382483... _____

Name: Michael E Gigliello

Title: Controller

Date: 2/13/2026 | 11:04 AM PST

CUSTOMER: CITY OF LIVERMORE

Signature: _____

Name: _____

Title: _____

Date: _____

CITY ATTORNEY - CITY OF LIVERMORE

Signature: Signed by: Daniel Gonzales 12B5892BAF3C471... _____ DS JS

Name: Daniel Gonzales

Title: Deputy City Attorney

Date: 2/13/2026 | 11:10 AM PST

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Accela

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

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1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however,

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that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

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5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

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Accela

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

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10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***"), and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

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12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.7 Insurance. Accela shall procure and maintain, at its own expense, during the term of this Agreement, policies of insurance in the amounts and under the terms set forth in Exhibit A, Insurance Requirements, against claims and liability that may arise from or in connection with this Agreement and the performance of the services.

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Accela, Inc.

Consulting Services Policy

This Consulting Services Policy (the "Policy") is binding upon execution of any order form, agreement, or statement of work (collectively and each an "Order") between Accela and the entity receiving services ("Customer") that incorporates the Policies by reference and are in addition to the terms and conditions for Consulting Services set forth in the License Agreement (as defined below). Accela on-premises software or subscription services for Accela software (SaaS) is governed by the license agreement between the Customer and Accela (the "License Agreement").

Consulting Services Covered

Accela provides a variety of services covered by these policies, including but not limited to consulting, implementation, configuration, and custom training services.

Performance of Services

Accela shall provide the services in accordance with the following processes and policies:

- Accela will use reasonable efforts to meet any performance dates specified in applicable Order, and any such dates are estimates only.
- Accela will select persons and entities to perform the Consulting Services that meet industry standards for the Consulting Services' performance provided to the Customer.
- Consulting Services provided by Accela on a "Time and Material" basis are not subject to acceptance criteria by the Customer, unless otherwise set forth in the applicable Order.
- Consulting Services are provided eight hours a day, Monday through Friday (Accela recognized holidays excluded) during Accela regular business hours. Hours worked more than eight hours or holidays are generally subject to 2x the Consulting Services hourly or daily fee.
- All Consulting Services must be scheduled. Accela will contact the Customer regarding the schedule and notify the Customer (email accepted) of the date for commencement of the Consulting Services. Unless otherwise set forth in the Customer Order, the Customer must contact Accela a minimum of five business days to reschedule the Consulting Services' start date. If the Customer does not contact Accela to reschedule the Consulting Service start date as set forth in the Customer Order or where no reschedule time is stated, a minimum of five (5) business days, the Customer is responsible for any expenses incurred by Accela due to the Customer failure to notify Accela properly.
- Accela will observe all reasonable security requirements provided by the Customer to Accela in writing during access to Customer premises.
- Any changes to the Consulting Services' scope may require a signed change order detailing the changes, additional time required, and necessary variations of fees.
- Accela owns all intellectual property right in all documents, work product, and other materials prepared by Accela or delivered to the Customer during the course of performing the Consulting Services, including any items identified as such in the Order (collectively, the "Deliverables"). Excluding Accela Software, and subject to the Customer payment of all fees for the Consulting Services, Accela grants the Customer a license to use the Deliverables subject to the terms and restrictions applicable to the License Agreement, as such terms apply to Accela's software and SaaS services..

To efficiently provide the Customer with Accela Consulting Services, the Customer will:

- Secure all necessary licenses, permits, and comply will all applicable law concerning the Consulting Services before the Consulting Services start date.

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- Provide access to the Customer premises and provide safe office accommodation and other facilities as reasonably requested by Accela to perform the Consulting Services.
- Have all equipment ready and available for Accela's access to perform the Consulting Services.
- Provide such materials or information as Accela may reasonably request to carry out the Consulting Services in a timely manner and ensure that such Customer materials or information are complete and accurate.
- Respond to Accela request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Accela to perform the Consulting Services in accordance with the requirements of the Order.
- Unless otherwise set forth in the Order, the Customer agrees to reimburse Accela for all actual, documented, and reasonable travel and out-of-pocket expense incurred by Accela in the Consulting Services' performance. Unless otherwise agreed in advance, Accela's consultants shall travel using economy class flights, reasonable business appropriate accommodations, and standard size car rentals.

Privacy

Any personal information (PII) that the Customer provides to Accela or Accela accesses during the provisioning of the Consulting Services is subject to Accela's Privacy Policy at https://www.accela.com/privacy-policy/.The Customer represents and warrants that the Customer has received all applicable consents from persons whose personal information the Customer provides to Accela or may be accessed by Accela during Accela performance of the Consulting Services.

Supplemental Terms

For any Customer receiving Consulting Services from Accela that has not yet entered into a License Agreement, Customer, commencing on the first day Consulting Services are provided, Customer is granted a thirty (30) day license to use Deliverables (and any other Accela materials provided during such engagement, subject to the applicable License Agreement set forth at accela.com/terms/. At the end of the thirty (30) day license, if Customer has not entered into a new License Agreement referencing Consulting Services, Customer's license to the Deliverables granted under "Supplemental Terms" of this Policy is terminated.

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Accela

Accela Availability and Security Policy

Service Availability:

Accela will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and nine percent (99.9%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

a. Any maintenance performed by Accela during Accela's standard maintenance windows. Accela will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance"). Scheduled maintenance includes off-business-hours (agency time) deployments of major releases & service packs. Major releases are deployed into an agency's non-production environments well in advance, typically 4 weeks ahead of production, to allow for adequate user acceptancetesting.

b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1. Any mis-configuration by Customer (as determined in Accela's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services.
2. Force majeure or other circumstances beyond Accela's reasonable control that could not be avoided by its exercise of due care.

c. Failures of the carrier networks itself and the network by which Customer connects to the carrier networks any other network unavailability.

d. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.

e. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.

f. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Accela will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by Customer for the next calendar month of the Subscription Period or, if Customer does not owe any additional fees, then Accela will pay Customer the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to Customer at law, in equity or under this Agreement.

System availability is measured by the following formula: x = (n - y) *100 / n

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Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.9%	0%
95.0% - < 99.9%	5% (max of $280)
90.0% - < 95.0%	10% (max of $560)
80.0% - < 90.0%	20% (max $840)
70.0% - < 80.0%	30% (max of $1,120)
60.0% - < 70.0%	40% (max of $1,400)
< < 60%	50% (max of $2,800)

Customer Account Login:

For Accela user interface access, Accela uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Accela will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Accela SaaS Service Delivery:

Accela manages its apps and infrastructures within the industry-leading Microsoft Azure hosting environment, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Accela's audit and compliance foundation includes SSAE 18 SOC 2 Type II, HIPAA, California Consumer Privacy Act (CCPA), and PCI-DSS (payment adapters). Accela's partnership with Microsoft delivers multi-layered security in physical datacenters, infrastructure and operations, with adherence to its numerous security certifications. More information can be found at https://azure.microsoft.com/en-us/overview/security/.

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Accela, Inc.

Consolidated SaaS Support Policies

This document contains two policies, the Standard Support SaaS Services and the Preferred Support SaaS Services Policies. Please refer to the appropriate section, depending on the level of Support Services you have purchased from Accela.

In the event you are unsure or wish to upgrade your Support Services Level, please contact your account manager.

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Policy 1

Accela, Inc.
Standard SaaS Support Services Policy
Dated: May 31, 2023

This Accela Standard SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela at its sole discretion.

General Requirements and Hours of Operation

a. **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support**: Accela's Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela'sobserved holidays.

c. **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) **Authorized Support Contacts:** These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to two (2) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:

- Initiating and managing support cases through email, phone, and online submission.
- Acting as the primary contact for all support-related communication.
- Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

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(2) Submitting a Case

Authorized Support Contacts may submit cases via:

a. The online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or

b. A telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues,Customer must call Customer Support)*

(3) Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(4) Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Authorized Support Contacts account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) Third-Party Product Support

If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

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(7) Exclusions

This Support Policy does not cover the following Support Exclusions:

a. Support required due to Customer's or any End User's or third party's misuse of the Services;
b. Support during times outside of Accela's regular business hours stated above;
c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configurationchanges, scripting, or data loss caused by or on behalf of Customer or any End User;
e. Support of or caused by Customer's or any End User's or third party's equipment, software, or other technology (other than third party equipment within Accela's direct control);
f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
g. Support of any software add-ons supplied together with the Service (except where specified in the Customer's Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(1) Error Classification

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(2) Target Initial Response Time

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day[a]
2	3 days[a]
3	5 days[a]
4	7 days[a]

[a] Initial response times include M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

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Policy 2

Accela, Inc.
Preferred SaaS Support Policy
Dated: May 31, 2022

This Accela Preferred SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela at its sole discretion. This Support Policy only applies to Customers that have purchased Preferred Level Support.

General Requirements and Hours of Operation

a. **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonable efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time, Monday through Friday, excluding Accela's observed holidays.

b. **Telephone Support**: Accela Customer Support Department, a live technical support facility, will be available in English to your identified Authorized Support Contacts twenty-four hours a day, seven days a week (including weekends and holidays). Telephone support will be handled via a dedicated Preferred Support line. Access to Accela self-service resources is available 24x7 through the Accela Success Community site. Cases may be handled by a triage agent, who will document the case and route it to the appropriate Accela support engineer for resolution. Accela supportengineers will follow through on the case for the Authorized Support Contacts. Actual resolution time will vary. Resolutions can take many forms – a workaround, code update, user training, or other solution.

c. **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make specific archived Software updates and other technical information available to customers in Accela's online support databases.

(1) **Authorized Support Contacts:** These are individuals designated by the agency to be the primary contacts with Accela Technical Support. The agency can choose up to ten (10) Authorized Support Contacts and must inform Accela promptly of any changes. Their responsibilities include:

- Initiating and managing support cases through email, phone, and online submission.
- Acting as the primary contact for all support-related communication.
- Managing the list of authorized contacts within the agency.

Authorized Support Contacts have the following privileges and responsibilities:

- Opening new support cases for the agency.
- Viewing all open cases related to their organization.
- Requesting system changes if needed.
- Engaging in communication with Accela Support about sensitive data.

It is expected that Support Authorized Support Contacts:

- Have completed Accela's Administrator Training.
- Possess unique knowledge about the agency's configured solution to assist with technical issues.
- Understand and can reproduce reported problems for effective troubleshooting.

(2) **Submitting a Case:** Authorized Support Contacts may submit cases via:

a. The online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or

b. A telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues,Customer must call Customer Support)*

(3) **Updates**: Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and provide Customers with advance notice of all Updates.

(4) **Upgrade/Downgrade of Severity Level:** If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) **Customer Cooperation:** Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate.Also, Accela may access **Authorized Support Contacts** account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities or implementation of fixes or updates previously provided by Accela.

(6) **Third-Party Product Support:** If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-partysoftware unless expressly specified by Accela in Customer's Agreement.

(7) **Named Technical Support Advisor:** Accela will provide a named technical support advisor for any Preferred support plan holders. The technical support advisor will have knowledge of the customer's system and provide oversite for any support cases created with Accela. They will also facilitate the following:

1. **Scheduled calls to review open support tickets with Accela; and**
2. **A monthly service review to review overall support performance.**

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(8) **Monthly APO Data Loads**: The Preferred support plan includes a monthly upload of APO data to your hosted environment. This mustbe requested following the methods outlined in the case submission process in this document. All APO load caseswill be addressed as a Sev3 severity-level case.

(9) **Exclusions**: This Support Policy does not cover the following Support Exclusions:

a. Support required due to Customer's or any End User's or third party's misuse of the Services;
b. Support during times outside of Accela's regular business hours stated above;
c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeureevent or Internet access or related problems beyond the Service demarcation point;
d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configurationchanges, scripting, or data loss caused by or on behalf of Customer or any End User;
e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
g. Support of any software add-ons supplied together with the Service (except where specified in the Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(1) Error Classification:

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

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(2) **Target Initial Response Time**: Accela will use commercially reasonable efforts to respond to each case within the applicable response timedescribed in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 hour[a]
2	4 hours[a]
3	8 hours[a]
4	24 hours[a]

[a] Initial response times are 24x7, including weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

ACCELA, INC.

DATA STORAGE POLICY (Clean Copy)

The Licensee's subscription comes with a limit of 2.5TB data storage for all cloud environments.

Data storage includes:

- Transaction data
- Reference data
- Configuration data
- Documents and Report Files
- Backup copies
- Other data stored by Accela on behalf of the customer

Additional storage can be purchased from Accela in blocks of 500GB at a price of one thousand dollars ($1,000) per year.

When the Licensee approaches the 2.5TB limit, monthly notifications highlighting data usage levels will be provided.

Once the 2.5TB limit is reached, a charge of one thousand dollars ($1,000) for an additional 500GB will be automatically

added to the Licensee's subscription renewal.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated,

Contractor will initiate its data retention processes, including deletion of Licensee data from systems directly controlled by Contractor.

If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store customer data,

as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period").

During the Retention Period, Licensee will receive notice of the intention to delete Customer Data.

After the Retention Period, Contractor will, within a commercially reasonable time, disable the account and delete

the customer data, including any cached or backup copies.

History and log data will be available in real-time for up to 2 years in production and 1 year in non-production,

unless otherwise specified. After 2 years, history data will be archived and retained for up to 7 years and

provided to the customer upon request.

Frequently Asked Questions

Can Licensee track storage usage on the Accela Cloud?

It is not currently possible to track storage usage within the Civic Platform application.

However, Licensee will receive an annual report at renewal and may request usage information at any time

by submitting a support case through Accela Customer Support. Monthly notifications will be issued

when approaching the storage limit.

What happens if Licensee exceeds its storage limit?

If the storage limit is exceeded, Licensee will receive notification and a charge of one thousand dollars ($1,000)

per 500GB of usage will be billed at the time of subscription renewal.

Can storage limits be increased?

Yes. Storage limits can be increased by purchasing additional storage in blocks of 500GB at

one thousand dollars ($1,000) per year.

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EXHIBIT A

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:
   $1,000,000 per occurrence/**$2,000,000** 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:
   $1,000,000 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 **$1,000,000** 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. Cyber and Technology Errors and Omissions: **$5,000,000** per claim.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to the City of Livermore. Contractor shall provide a financial guarantee satisfactory to the City of Livermore guaranteeing payment of losses and related investigations, claim administration and defense expenses. The City reserves the right to obtain a full certified copy of any relevant 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

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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. 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. 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.
4. 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.
5. The requirements for coverage and limits shall be the minimum coverage and limits specified in this agreement.
6. 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.

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Enhanced Reporting Database Policy

This Accela Enhanced Reporting Database ("ERD") policy ("Policy") is an agreement between Accela, Inc. ("Accela") and the agency receiving Accela subscription services and identified in an applicable Order ("Customer"). The ERD subscription license gives the Customer direct, read-only access to a database that is a replicated copy of Customer's Accela Civic Platform Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable subscription agreement, Customer's use of ERD is governed by the terms and conditions as set forth below. In case of a conflict between this Policy and the subscription agreement, this Policy shall take precedence. Notwithstanding anything to the contrary, Accela reserves the right to revoke Customer's license should Customer fail to comply, in whole or part, with any of these terms.

1. ERD is SQL Server-based and is a real-time replica of the entire Transaction Database for use via service accounts. ERD is intended to be used by Customers as a source database from which to replicate certain Customer content.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between ERD and the Transaction database instances (Accela estimates the databases will be synced within seconds); however, in some circumstances, this may take several minutes.
3. ERD may only be accessed by using authentication credentials provided to Customer by Accela over an encrypted connection and from an IP address that is on Customer's allow-list. More information about encrypted connections can be found in the end/external user documentation (see #12, below).
4. Accela provides ONE (1) set of credentials for each ERD tenant instance. A Customer may request up to FOUR (4) additional credential sets for system integrations needing an ERD connection via the Support channel. Requests exceeding FOUR (4) accounts will be approved or disapproved in Accela's sole discretion.
5. ERD functionality is subject to applicable regulatory and compliance requirements. Credential passwords expire every 90 days, and passwords resets are the Customer's sole responsibility. One set of Credentials is intended for use by a single system or a unique user. Customer may not share credentials across systems or users.
6. Customer must provide static, agency owned/reserved IP addresses to Accela. Each approved IP address becomes part of the Customer allow-list. If Customer attempts to access ERD from an IP address not on the allow-list, Customer's access will be denied. IP addresses can be added to or removed from the allow-list by contacting

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Accela Support. Customer-owned IP ranges in excess of 5 IP addresses will be approved or disapproved in Accela's sole discretion.

7. ERD is read-only and does not support updates, native system-level data synchronization, mirroring capabilities or log shipping.
8. ERD is only supported in Accela's subscription service solution hosted in Accela's Azure environment.
9. Notwithstanding anything to the contrary, (1) ERD will be supported as per Accela's Standard SaaS Support Service Policy in the Accela Software Support Services Policies (SaaS) document ("SLA") at https://www.accela.com/terms/ and (2) Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's subscription service environment (even if they are interfacing with ERD).
10. Customer agrees to work in good faith with Accela to mitigate any performance issues that might arise from, for example, overuse or abuse of ERD.
11. Notwithstanding anything to the contrary, Accela reserves the right to interrupt any session that is running against ERD if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of, for example, long remote queue length, long open transactions, or replication latency to ERD.
12. End/external user documentation regarding Customer access is available here https://success.accela.com/s/documents-and-release-notes.
13. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

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Accela, Inc.
Managed Application Services Policy

Policy Date: February 11, 2025

Docusign Envelope ID: 6DBAA9BD-345A-4258-A137-47ED291EEAA5

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1 Introduction & Applicability

This Accela ("Accela") Managed Application Services ("MAS") Policy ("the "Policy") governs the terms under which Accela provides MAS where MAS is also subject to the Subscription Services Agreement ("Agreement") entered into between Accela and the purchaser of such Subscription Services ("Customer"). As between the Policy and the Agreement, notwithstanding anything to the contrary, the Policy takes precedence over the Agreement in regard to MAS. The Policy may be updated from time to time by Accela in its sole discretion. This Policy only applies to Customers that have purchased Accela Managed Application Services.

The Policy describes the terms and conditions for Accela's delivery of the MAS offering for the day-to-day management of your Accela SaaS platform application. Only those services expressly detailed herein are included within the scope of the MAS offering and all other services are excluded including, but not limited to, the specific exclusions included herein for clarity.

The MAS does not replace the Accela Customer Support or Professional Services and all MAS customers will still be required to carry standard or preferred Customer Support services for the monitoring and incident management of their SaaS platform.

2 Services Included in the MAS Offering

This section covers the specific activities that will be included within the MAS offering.

2.1 Basic System Administration Activities

MAS includes both Basic and Advanced administration activities. This section includes those basic administration tasks immediately below and advanced administration tasks are detailed in the following section. All activities that are not expressly included in Sections 2.1, 2.2, 3.1 and 3.2 are deemed out of scope of the MAS offering.

- Ticketing intake/entry from named Customer Contacts
- MAS Ticket monitoring and oversight
- Accela Support team ticket routing and oversight for required support items
- Creation of Accela platform user accounts
- Disabling/deleting of Accela platform user accounts
- Password Changes for Accela platform user accounts
- Adding/modifying Accela platform user permissions and groups (limited to 2 per month)
- Service pack testing support

2.2 Advanced System Administration Activities

The advanced systems administration activities included within the scope of the MAS are as follows.

- Escalation for advanced troubleshooting needs of in-scope items
- Proactive guidance on agency-led testing for major releases
- Optimization Assessment and Road Map (twice annually)
- Periodic Solution Releases (limited to 1 quarterly release, as further set forth in Section
    - Adding new workflows
    - Modifications of existing workflows
    - Business rule automation development and modifications
    - Fee calculation development and modifications

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- Urgent configuration issue resolution
- Development and modification of reports
- Advanced scripting and automation of existing configuration
- Enhancements to existing integrations (limited to 1 quarterly release)
- Implementation of new product features (limited to 1 quarterly release)

3. Managed Application Services System Enhancement Requests

This section provides further detail into the scope of services related to periodic system enhancements provided in the MAS offering.

3.1 Supported Frequency of Periodic System Enhancements

The MAS team will support (1) quarterly release for customer enhancements. The following list denotes all activities supported in the quarterly enhancements.

- Configuration changes to add/modify workflows
- Configuration changes to develop/modify/automate business rules
- Configuration changes to develop/modify fee calculations
- Development and modification of reports
- Advanced scripting and automation of existing configuration

3.2 Scope of Services Supported in Periodic System Enhancements

The MAS team will work with the named Customer Contacts on a prioritized list of items to be included in the upcoming quarterly release and what will need to be deferred to a later, subsequent enhancement release cycle.

The scoping and estimating process of what can be included within the quarterly release is the sole discretion of the MAS team and other pertinent Accela staff (as needed). Any urgent requirement that would push the scope of the quarterly enhancements beyond what is deemed feasible by the MAS team will require a separate Professional Services engagement.

3.3 Out of Scope Activities

For the purposes of clarity and without limitation, the activities listed below are always deemed outside of the scope of the MAS. All out of scope services would be subject to additional professional services fees and delivered only upon mutual agreement of the parties.

- Implementation of new record types
- Implementation of new integrations (interfaces)
- On-site support
- Customer's end-user support
- Customer end-user helpdesk ticketing intake or processing
- Creation of any intellectual property

4 Managed Application Services Ticket Management

This section covers the MAS service request ticketing, escalation processes and management.

4.1 Access to the MAS Team

Each customer may designate up to four (4) named employees (the "Customer Contacts") to open, escalate and close out tickets. Only such Customer Contacts will have the ability to open

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tickets and interact with the MAS team. In the event required, Customer Contacts will have responsibility to manage any end user interactions and pass such information to the MAS team.

4.1.1 Responsibilities of Customer Contacts

Customer Contacts shall be responsible for the following items.

- Opening all MAS requests via the Accela Success Community online portal, email submission or phone call options
- Handling all helpdesk and direct end-user support activities
- Overseeing your Agency's support case activity, working with the MAS team to help as needed to replicate reported system issues during the troubleshooting process
- Completing the Administrator Training offered as part of Accela's implementation and adoption programs
  Possessing a sufficient working knowledge of the Agency's configured solution enabling them to provide detailed and accurate information to the MAS team in the tickets and, assisting Accela in replication of reported issues and further triaging of issues, as needed

4.2 Creation, Escalation and Closing of MAS Tickets

MAS help tickets can be opened via one of the three following methods detailed below. MAS staff is available to provide services, in English, to Customer Contacts from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays ("MAS Service Hours"). Regardless of method of submission, tickets shall be addressed using reasonable commercial efforts during MAS Service Hours.

- **Telephone.** Customer Contacts may submit tickets by calling – **1 (888) 722-2352, extension 5** during the MAS Service Hours.
- **E-mail.** Tickets may be created twenty-four (24) hours per day, seven (7) days per week by sending an email to the dedicated support/MAS email box – mas@accela.com.
- **Community Portal.** Tickets may further be created, tracked and managed twenty-four (24) hours per day, seven (7) days per week via the Accela Success Community Portal, located at http://success.accela.com/s/.
- Specific response, isolation and resolution times will be mandated by the appropriate Service Level Objective that applies to the MAS ticket in question as noted in this document. Both email and portal availability may be subject to system maintenance interruption from time to time and Accela shall make commercially reasonable efforts to inform customers in advance of such maintenance.

Notwithstanding the forgoing, to enable a timely response of Severity 1 and Severity 2 issues customers are required to submit such issues via Telephone and such tickets submitted through other means will not be responded to in accordance with the targeted response times and not subject to the applicable SLAs.

5 Managed Application Services Service Level Objectives

This section covers the service levels associated with the MAS. This section will solely be focused on the service level objectives that cover the Managed Application Service and all other SLAs for Standard and Preferred Support will be covered under those separate documents.

5.1 Prioritization of Tickets

Tickets will be worked in order of priority. Priorities are established by the MAS team on a per-

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ticket basis depending on a variety of factors, for example, severity, scope of impact, and Service Level Agreements/Targets (SLAs/SLTs).

5.2 Investigation and Diagnosis of Reported Incidents

The MAS team will investigate and diagnose to determine the cause of the incident. Once the cause has been identified, the MAS team will update the ticket with the pertinent troubleshooting information and then proceed to the resolution phase.

5.3 Resolution/Work-around of Reported Incidents

After the incident cause has been identified, the MAS team will work to resolve the incident. The resolution process includes actions taken by the MAS team to restore functionality or implement a workaround. The MAS team may incorporate work-around solutions to restore substantial or partial functionality depending upon the complexity of the required resolution. In this case, the incident will remain open until resolved or closed by request of the customer. If the identified solution to a reported incident requires a substantive change to the customer's environment and a workaround has been provided the Accela reserves the right to downgrade the severity of the ticket once that resolution has been identified and communicated to the Customer Contacts until the resolution can be implemented (i.e., a given resolution that requires quarterly service packs, product release upgrades, etc.)

5.4 Upgrading/Downgrading Severity Levels

If, during the process of working a customer MAS ticket, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the customer's environment, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact at Accela's reasonable discretion. If the current priority of your MAS ticket requires a change in severity level you will be notified of this change by the MAS team in the form of an update to the ticket.

Service Level Targets – Initial Ticket Response Time and Resolution/Workaround

Priority Level	Initial Response Time Target	Resolution/Work Around Target	Business Impact Implications
Severity 1 (Critical)	1 Hour*	1 Business Day**	Is having a high impact on the affected Application or Service with no acceptable bypass or workaround as defined by the key users.
Severity 2 (High)	4 Hours*	2 Business Days**	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users –or- A Critical Function single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her critical work activity.
Severity 3	8 Hours*	10 Business	A single user is unable to use a system/service or a

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(Medium)		Days**	component of a system/service that is necessary for him/her to perform his/her primary work activities -or- A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance.
Severity 4 (Low)	24 Hours*	Scheduled for Periodic Quarterly Releases**	Report of event not impacting work efficiency of a single user –or- Any Standard Service Request

** Response times are MAS Service Hours. Severity Level 1 and 2 cases must be submitted via telephone. Severity Level 1 and 2 target initial response times do not apply to cases submitted electronically.*
*** Issue Isolation and Remediation time objectives are 14x5, on standard working days.*

6 Managed Application Services Change Management Procedures

This section covers how the MAS team will work with the named Customer Contacts to ensure that all support and enhancement activities align with the Accela change control process for all configuration, updates, and fixes.

6.1 Scope of MAS Team Change Control Process

The MAS team will work with the named Customer Contacts to relay all pertinent information related to the Accela change control process and the timing of any pertinent yearly updates and service pack releases. It will be the sole responsibility of the Customer Contacts to take the information supplied by the MAS team to update other customer staff or change control processes as required to adhere to stated customer policies for change control and configuration management.

The MAS team will not be responsible for directly interacting with customer's change control or configuration management processes and a customer contact will be required to facilitate any internal change control processes and related messaging.

6.2 MAS Team and Accela Config and Release Management Control

Once customer onboarding is completed the MAS team will take over the management of any Accela platform related changes and configuration updates. Any changes proposed by the customer will be required to be approved by the MAS team so that they can ensure any pertinent configuration changes and updates will adhere to the Accela change control and configuration management process and best practices.

Any changes to the customer's Accela Platform environment that are not vetted by the MAS team and have an adverse effect on the customer's Civic Applications or overall operating environment are outside the scope of the MAS.

7 Managed Application Services Continual Service Improvement (CSI) Process

This section covers the scope of services related to the MAS team's Continual Service Improvement process. This CSI process is intended to create standardized communication and review cadences to

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ensure the MAS team is both receiving and providing feedback for service and platform improvement.

In order to facilitate continual improvement of the customers systems and operations, Accela will perform the following:

- Bi-Annual Platform Assessments and Recommendations
- Monthly Service Reviews

7.1 Supported Frequency and Scope of Bi-Annual Platform Assessments

As a part of the scope of included services for the MAS the MAS team will support two (2) annual platform assessment and recommendation sessions. These assessment and review sessions will focus on the following core components:

- Adoption of Accela best practice standards
- Automation that will minimize work required by the customer
- Utilization of new features to provide a better user experience

7.2 Review and execution of the Assessment and Roadmap Findings

Upon completion of the (2) annual assessment and roadmaps the MAS team will schedule a time to review the findings with the Customer Contacts. Upon completion of each review the MAS team will work with the named Customer Contacts to decide what, if any, of the findings contained in the bi-annual assessment should be implemented.

Assessment items selected will be added to that rolling list of improvements and will be addressed during the next subsequent quarterly release. Any items deemed not in scope may be addressed with a Professional Services engagement.

7.3 Standard MAS Service Review and Tuning Cadences

The Accela MAS Team will schedule bi-weekly standing meetings with the named Customer Contacts. This bi-weekly cadence will be used to address any items of concern that may need to be adjusted over time to ensure the best customer experience for the Accela MAS customers. The following list includes the supported agenda items for these review and tuning cadences:

- Review of currently opened MAS support tickets and pertinent progress
- Review of current priority for tickets for any upgrade/downgrade of severity levels required
- Review and update System Enhancement list
- Review required changes to the communication structure moving forward between the MAS team and the named Customer Contacts, such as:
    - Setting appropriate severity levels for tickets;
    - Review of pertinent engagement methods for specific severity levels (always call for sev1/sev2, for instance)

8 General Managed Application Services Assumptions

This section notes any other peripheral assumptions that should be noted as a part of the MAS offering

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8.1 Customer Cooperation

Accela must be able to reproduce errors to resolve them. Agency agrees to reasonably cooperate and work closely with Accela to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Accela may access Agency contacts account and/or an admin account and/or Agency's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

8.2 Third Party Product Support

Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

8.3 Named MAS Team Account Lead

Accela will provide a named team representative for any MAS customers. The named MAS team member will act as a lead for the account, have knowledge of the customers system, provide oversite for any support cases created with Accela, and will actively participate in any assessment and review cadences.

8.4 Peripheral Online Support Material

Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customers certain archived software updates and other technical information in Accela's online support databases for their reference.

8.5 MAS General Service Exclusions

The following Support Exclusions are not covered by this Managed Application Services Policy:

- MAS assistance required due to Customer's or any End User's or third party's misuse of the Services.
- MAS assistance during times outside of Accela's regular business hours stated above.
- MAS assistance necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point.
- MAS assistance of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User.
- MAS assistance of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control).
- MAS assistance to resolve or work-around conditions which cannot be reproduced in Accela's support environment beyonda commerciallyreasonable effort.
- Support of any software add-ons supplied together with the Service (except where specifically referenced in the MAS Agreement).
- Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.
- **PLEASE NOTE: CUSTOMERS MIGRATING FROM ON-PREM TO SAAS**

  FOR CUSTOMERS MIGRATING FROM ON-PREM TO SAAS, ELEMENTS OF MANAGED APPLICATION SERVICE THAT RELY ON ACCELA'S SAAS SERVICE, AS DELINEATED IN THE SUBSCRIPTION SERVICE AGREEMENT, ARE APPLICABLE ONLY UPON COMPLETION OF THE MIGRATION AND PRODUCTION-USE OF CUSTOMER'S SOLUTION WITHIN THE ACCELA

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SAAS CLOUD. WHILE OPERATING ACCELA SOFTWARE ON PREMISE THE AGENCY IS RESPONSIBLE FOR RELATED SERVER, NETWORK, GIS ADMINISTRATION. THE MAS SERVICES THAT ARE EXCLUDED FROM THIS INTERIM PERIOD INCLUDE:

a) ANY SERVICE LEVEL AGREEMENTS OR SERVICE LEVEL TARGETS
b) ANY SYSTEM ENHANCEMENTS
c) ANY IMPLEMENTATION OF NEW PRODUCT FEATURES

9 LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY ARISIING OUT OF OR IN CONNECTION WITH MANAGED APPLICATION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ACCELA FOR THE MANAGED APPLICATIONS SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the addition of a third-party consultant entitlement review fee to the Planning Applications Fee Schedule for small wireless facility applications and adding language on the Planning Applications Fee Schedule that include wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution establishing a third-party consultant fee on the Planning Applications Fee Schedule for small wireless facility applications and adding language on the Planning Applications Fee Schedule that includes wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances.

DECISION TYPE

Administrative

SUMMARY

Planning staff has entered into an agreement with a third-party consultant, PermiTech Solutions Corporation (Consultant), to provide small wireless facilities entitlement application review and processing support when necessary. The Consultant's fee to process these applications is $2,680 per site and is paid by the applicant to the City. Staff recommends an additional deposit from the applicant of $750 to cover additional time, if necessary, to process the applications. The fees are not currently listed on the Planning Applications Fee Schedule. Additionally, staff proposes to add language on the Planning Application Fee Schedule that includes wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances. The Planning Applications Fee Schedule reflecting the change is shown in underline in Exhibit A, Attachment 2.

Adoption of the resolution will authorize publishing the Consultant's fees and adding language to the Level II Zoning Clearance fee sheet description. Typically, these changes would be incorporated into the annual adoption of the Master Fee Schedule in May-June 2026. However, staff expects to receive multiple small wireless facility applications before that date and, therefore, proposes the new fee and

language changes to be adopted prior to the adoption of the new Master Fee Schedule.

DISCUSSION

Planning Division staff reviews and approves all types of wireless facility entitlement applications. Staff will generally process batches of small wireless facility applications of five or fewer sites unless the volume of applications precludes the timely response required by the Federal Communications Commission (FCC) permitting streamlining laws known as "shot clocks." In that case, staff will utilize the services of the Consultant for the processing of multiple applications. Small wireless facilities are unique in that those applications may be submitted in batches of multiple sites (potentially up to 50) in a short period of time. To date, the City has not processed any such applications, however the City has prepared Master License Agreements with two wireless carriers and applications for small wireless facilities are expected to be received by the City in the coming months. Small wireless facility sites are generally located on existing infrastructure such as light poles and utility poles, typically in the public right of way. These facilities extend coverage and boost localized service quality for existing wireless networks such as Verizon and AT&T.

To process the multiple applications within the FCC timelines for completeness review (10 days for small wireless facilities), staff will utilize the services of the Consultant. The Consultant charges the City $2,680 per small wireless facility site and is able to process multiple applications that staff would otherwise not have the capacity to process in that short timeline. Staff will charge the $2,680 fee plus a deposit of $750 for additional Consultant time, if needed, to the applicant in addition to the Level II Zoning Clearance fee as shown in underline and highlight on the proposed Planning Applications Fee Schedule (Exhibit A, Attachment 2). Any unused portion of the $750 deposit will be refunded to the applicant after the application has been approved.

ENVIRONMENTAL DETERMINATION

The proposed fee and language addition is not a "project" as defined in CEQA Guidelines Section 15378 since they have no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed Consultant fee of $2,680 plus $750 deposit per site and proposed change in language to the Planning Fee sheet should not have a fiscal impact because the proposed Consultant fees subject to the 3% annual increase effective each September 22nd, matches what the City will pay the consultant per site; it is a pass-through fee from the applicant to the consultant. Staff time to review the Zoning Clearances and manage the consultant will be covered by the existing Level II Zoning Clearance fee charged for each site.

COMMUNITY PILLAR

5. A City That Works

GOAL CATEGORY

14. Develop, operate, and maintain the City’s infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Planning Applications Fee Schedule

Prepared by: Jennifer Ackerman
Associate Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ADDITION OF A THIRD-PARTY CONSULTANT ENTITLEMENT REVIEW FEE TO THE PLANNING APPLICATIONS FEE SCHEDULE FOR SMALL WIRELESS FACILITIES APPLICATIONS AND ADDING LANGUAGE ON THE PLANNING APPLICATIONS FEE SCHEDULE THAT INCLUDE WIRELESS FACILITIES AND SMALL WIRELESS FACILITIES

In 2025, the City of Livermore entered into an agreement with a third-party consultant, PermiTech Solutions Corporation (Consultant), to provide small wireless facility processing services to ensure compliance with Federal Communications Commission permit streamlining timelines for small wireless facilities, when necessary.

The City is permitted and proposes to recover this Consultant cost to review small wireless facilities applications from applicants.

The Consultant's $2,680 application processing fee, plus a $750 deposit for additional Consultant hours if needed, must be published on the City's Planning Applications Fee Schedule before the fee can be charged to an applicant. These fees are subject to the Consultant's annual 3% increase each September 22nd. Any unused fees from the $750 deposit will be refunded to the applicant.

The next regularly scheduled annual update and adoption of the Master Fee Schedule is expected to occur around June 30, 2026. However, it is anticipated that batches of multiple small wire facilities entitlement applications will be submitted prior to the adoption of the updated Master Fee Schedule. Therefore, it is necessary to add the Consultant fees to the Planning Applications Fee Schedule separately from and before the annual update and adoption of the Master Fee Schedule.

In addition, language is proposed to be added to the Planning Applications Fee Schedule that includes wireless facilities and small wireless facilities among the examples under Level II Zoning Clearances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby adopts a fee for third-party consultant processing for small wireless facilities, when applicable, in the amount of $2,680 plus a $750 deposit per site, subject to the Consultant's annual 3% increase each September 22nd, and adopts the proposed language addition to Level II Zoning Clearances as shown in Exhibit A, attached hereto.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Proposed changes to the Planning Applications Fee Schedule in underline and highlight.

LIVERMORE
CALIFORNIA

PLANNING APPLICATIONS - FEE SCHEDULE *(Effective January 1, 2026)*

A. CEQA	
• County Clerk Filing Fee – NOE, NOD, Other	$50.00
• Notice of Exemption (NOE) – City Fee	$211.00
• Negative Declaration (NOD) – City Fee	$7,059.00
• Negative Declaration – Fish & Game §711.4 Fee (if applicable)	$3,043.75
• Environmental Impact Report – City Fee *(Required deposit of 20 percent of contract amount)*	T&M
• Environmental Impact Report – Setup, RFP, etc. "to establish base fee"	$10,260.00
• Environmental Impact Report – Fish & Game §711.4 Fee (if applicable)	$4,227.50
B. Downtown Design Review	
• Downtown Minor Design Review [2] – Staff Level *(Fencing, painting, permanent and temporary signs, lighting, landscaping, hardscape, streetscape, etc. Applies to commercial, historic, and residential [duplex & multi-family.])*	No Fee
• Downtown Administrative Design Review – Staff Level *(Exterior building modifications, including awnings, windows, doors, trim, and Master Sign Programs. Applies to commercial, historic, and residential.)*	$1,683.00
• Downtown Design Review Amendment – Planning Commission, Project Review	$11,073.00
• Downtown Design Review – Small Additions *(Additions or modifications between 0-1,500 square feet or 15 percent of existing building area. Applies to commercial, historic, and residential [duplex & multi-family.])*	$5,259.00
• Downtown Design Review – Large Additions, Staff Level *(Additions between 1,501-29,999 square feet or over 15 percent of existing building area; commercial, retail or office structures up to 29,999 square feet; residential projects of 39 or less units, etc. Applies to commercial, historic, and residential [duplex & multi-family.])*	$9,115.00
• Downtown Design Review – Planning Commission *(Commercial, retail, office structures, and additions of 30,001 square feet or more, residential projects of 40 or more units, etc. Applies to commercial, historic, and residential [duplex & multi-family])*	$12,716.00
C. Legislative Acts	
• Annexation/Pre-Zoning	$32,148.00
• Out of Area Service Agreement	$25,659.00
• Rezoning *(Development Code Amendment or Zoning Map Amendment)*	$12,188.00
• Development Agreement – No Policy Change	$19,106.00
• Development Agreement – Policy/Ordinance Change	$25,650.00
• Development Agreement – Minor Amendment *(Staff Level)*	$10,863.00
• General Plan Amendment	$21,128.00
• Planned Development District	$14,128.00
• Planned Unit Development *(SLVSP)*	$14,128.00
• Planned Unit Development Amendment	$12,763.00
• Planned Development District Amendment (via DCA)	$12,763.00
• Policy Proposal	T&M
• Policy Proposal Amendment	T&M
• Municipal Code Amendment	$30,642.00
D. Miscellaneous	
• Appeal	$4,381.00
• Temporary Sign Registration Fee – Commercial	$70.00
• Williamson Act Contract Creation	$9,466.00
• Williamson Act Contract Cancellation	$12,585.00
• Consistency Determination	$9,232.00
• Staff Research Time, per hour – including Zoning Use Verification (ZUV)	$211.00
• General Plan Cost Recovery Fee (Resolution 2008-123)	$0.40/sf
• Downtown Specific Plan Cost Recovery Fee (Resolution 2008-123)	$0.32/sf
• SB 330 Preliminary Application for Housing Project	$580.00

EXHIBIT A

E. Permits	
• Conditional Use Permit (Public Hearing) [1]	$13,001.00
• Conditional Use Permit – Residential and Minor Non-Residential (*Existing building with non-residential General Plan designation of 3,000 square feet or less with no significant traffic, parking, noise, odor, or other environmental considerations).*	$6,310.00
• Conditional Use Permit Amendment	$10,144.00
• Home Occupation Permit [2]	$109.00
• Home Occupation Permit Renewal [2]	$52.00
• Sign Design Review [2]	$621.00
• New or Amended Master Sign Program	$2,504.00
• Master Sign Approval [2]	No Fee
• Variance – General	$13,177.00
• Variance – Developed Residential	$1,917.00
• Variance, Minor – General	$5,663.00
• Variance, Minor – Developed Residential	$989.00
• Reasonable Accommodations (*Livermore Development Code Chapter 9.06)*	$211.00
• Temporary Use Permit – Temporary Uses, seasonal *(e.g., Christmas tree lots, rallies, and carnivals)*	$609.00
• Temporary Use Permit – Temporary Uses, seasonal (Non-profit organization)	$75.00
• Temporary Use Permit – Model Home Complex *(including construction trailer, sales office, and homes)*	$3,837.00
• Zoning Use Permit	$527.00
• Certificate of Appropriateness – Historic Preservation Commission	$609.00
• Certificate of Appropriateness – Staff Level	$122.00
• Zoning Clearance – Level 1 *(Exterior building modifications, including awnings, windows, doors, and trim)*	$516.00
• Zoning Clearance – Level 2 *(New single-family residence or significant remodel [e.g. additions, changes to building form] of existing single-family residence in Transect Zone, wireless facilities, and small wireless facilities**)*	$801.00
• Tree Removal Permit [2] – Commercial or Residential (*if referred by the Maintenance Division)* *(for Residential Tree Removal see Ordinance)*	$893.00
• Short-Term Rental New Permit [2]	$231.00
• Short-Term Rental Renewal[2]	$168.00
F. Site Plan Design Review	
• Site Plan Design Review – Public Hearing	$31,335.00
• Site Plan Design Review – Staff Level	$17,677.00
• Site Plan Design Review Modification – Major Addition, Planning Commission *(Major additions to non-residential development or additions of five or more units to a residential development.)*	$23,086.00
• Site Plan Design Review Modification – Minor Addition, Staff Level *(Minor non-residential additions or additions to a condominium, duplex, or multi-family residence containing four or less units.)*	$11,131.00
• Site Plan Design Review Modification – Major Modification, Staff Level *(Major exterior building, landscaping, or parking modifications.)*	$2,979.00
• Site Plan Design Review Modification – Minor Modification, Staff Level *(Minor exterior building and landscape modifications such as new awnings, windows, doors, and trim.)*	$1,100.00
G. Subdivisions	
• Open Space Agricultural Easements/Amendments	$9,658.00
• Lot Line Adjustment/Certificate of Compliance	$3,915.00
• Tentative Parcel Map, Parcel Map Waiver or Parcel Merger *(Staff Level)*	$6,119.00
• Tentative Parcel Map *(Public Hearing)*	$16,971.00
• Parcel Map Amendment – Public Hearing	$14,060.00
• Parcel Map Amendment – Staff Level Review *(Extension)*	$3,324.00
• Tentative Tract Map *(Base fee plus $116 per lot or unit)*	$22,178.00

*Small Wireless Facilities may be subject to 3rd Party Consultant processing fees in addition to the Level 2 Zoning Clearance fee. If applicable, a flat rate of $2,680 per site will be charged to the applicant. This fee is subject to an annual 3% increase.

[1] For new construction or additions, Conditional Use Permit fee must be combined with applicable Site Plan Design Review fee. Applications involving both Conditional Use Permit and Site Plan Design Review Fees can be reduced by 10 percent.

[2] CEQA fees are not required for these staff-level applications. However, applicants may, at their discretion, pay applicable CEQA fees and request Staff prepare and file a Notice of Exemption.

EXHIBIT A

• Tentative Tract Map Amendment – Public Hearing	$14,075.00
• Tentative Tract Map Amendment – Staff Level *(Extension)*	$8,081.00

**Applications for small wireless facilities may be subject to 3rd Party Consultant fees in addition to the City's Level II Zoning Clearance fee. The Consultant fee includes a processing fee of $2,680 per site plus a deposit of $750 for additional Consultant fees if additional hours are required to complete the processing of the application. Any unused portion of the $750 deposit will be refunded to the applicant. Consultant's fees are subject to their 3% increase each year on September 22nd.*

Notes:
- *T&M – Applicant shall be charged on a time and materials basis.*
- *Projects that do not fit any category or are otherwise extraordinary may be charged on a T&M basis at the Director's discretion.*
- *Staff time required on a project, post entitlement, and not part of another formal application (e.g., Final Map, plot plan) will be recovered on a T&M basis at the Director's discretion.*
- *The fees calculated above reflect standard processing time. Projects requiring excessive review time will be recovered on a T&M basis.*

H. City Wide – Transferable Development Credits (TDC) Program In-Lieu Fee
Ordinance 1979, Development Code Section 4.02.06D

1.5 Credits per single-family detached dwelling, in excess of baseline density within a density range of 1-7 du/acre, 1.25 credits per single-family detached dwelling in excess of baseline density within a density range of 8-14 du/acre and 1/2 credit per multi-family attached dwelling – **Credit In-Lieu is $16,352.31.** TDC Ordinance does not apply to residential projects in Downtown Specific Plan, affordable units covered by an agreement and residential projects that have received housing units through the City's Housing Implementation Program (HIP).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing the execution of an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution awarding and authorizing the execution of an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

DECISION TYPE

Administrative

SUMMARY

In September 2016, Governor Brown signed into law Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 (“SB 1383”), which established aggressive targets to achieve a reduction in the statewide disposal of organic waste.

Beginning on January 1, 2022 and pursuant to SB 1383, cities and counties are required to procure a minimum amount of products made from recycled organic waste. Based on the formula from the SB 1383 regulations, the City of Livermore is required to procure 2,463 tons (7,389 cubic yards) of mulch annually through the end of 2029.

On September 11, 2025, the City issued a Request for Proposals for the purchase and application of SB 1383-compliant mulch at the open space property near the Livermore Municipal Airport. Five proposals were received; one was determined to be non-responsive. Of the responsive proposals, TDRA Industries Inc. d/b/a Vision Recycling offered the best price per cubic yard and was selected as the lowest bidder.

Staff recommends City Council adopt a resolution awarding and authorizing the execution of an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

DISCUSSION

In September 2016, Governor Brown signed into law Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 (SB 1383), which established aggressive targets to achieve a reduction in the statewide disposal of organic waste beginning in 2022. SB 1383 directs the Department of Resources Recycling and Recovery (CalRecycle) to divert 75% of organics from landfill by 2025.

According to SB 1383, cities and counties are required to procure a determined amount of products made from recycled organic waste each year beginning on January 1, 2022. Eligible products are compost, mulch, electricity from biomass conversion, and Renewable Natural Gas (RNG) derived from landfill-diverted materials processed in California. The City is exploring different options to purchase a variety of recycled organic materials; in this case, mulch is the most appropriate material to apply near the Livermore Municipal Airport.

Based on the formula from the SB 1383 regulations, the City of Livermore is required to procure 2,463 tons (7,389 cubic yards) of mulch annually through the end of 2029.

On September 11, 2025, the City issued a Request for Proposals for the purchase and application of SB 1383-compliant mulch at the open space property near the Livermore Municipal Airport. Five proposals were received; one was determined to be non-responsive. Of the responsive proposals, TDRA Industries Inc. d/b/a Vision Recycling offered the best price per cubic yard and was selected as the lowest bidder. The proposals are summarized in the table below.

Table 1

Vendor	Exceptions to Agreement?	Not-to-exceed Amount	Price Per CY
Oliveira Enterprises, Inc.	None	$1,000,000.00	Year 1: $22.05 per CY. Prices in subsequent years will reflect an annual inflation rate of 3.5%.
TDRA Industries Inc. d/b/a Vision Recycling	None	$406,365.00	Year 1: $10.25 per CY. Prices in subsequent years will increase by $1.00 each year.
Air Applied Mulch	None	$1,000,000.00	Year 1: $21.49 per CY. This will be a fixed price through end of contract.

Zero Footprint	None. Did not provide a contract but stated in proposal that they take no exceptions.	Option 1: $1,541,154.26 Option 2: $1,202,190.56	Option 1: Estimated cost per CY (based on bulk density): $71.80 Option 2: Estimated cost per CY (based on bulk density): $96.57. Option 2 is composted mulch which qualifies as compost under SB 1383. We are not considering proposals for compost.
Jet Mulch	Unclear.	Not provided.	Year 1: $49.95 per CY. Unclear if subsequent years will change.

Staff recommends City Council adopt a resolution awarding and authorizing the execution of an agreement to/with TDRA Industries Inc. D/B/A Vision Recycling for SB 1383-compliant mulch procurement, transportation, delivery, and application services in an amount not-to-exceed $410,000 for an approximately four-year term.

FISCAL AND ADMINISTRATIVE IMPACTS

The Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services included an SB 1383 fee that is collected through the rates to offset the City's cost to implement SB 1383 requirements including procuring mulch through the proposed contract. If the SB 1383 fee ends prior to the conclusion of the contract, the City reserves the right to cancel the contract and terminate the mulch delivery and application.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

2: Manage the City's solid waste contract and develop and implement the City's recycling program ensuring compliance with state and local regulations

ATTACHMENTS

1. Resolution
2. Exhibit A - Vision Recycling Agreement

Prepared by: Anna Zamboanga
Recycling Specialist

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO/WITH TDRA INDUSTRIES INC. D/B/A VISION RECYCLING FOR SB 1383-COMPLIANT MULCH PROCUREMENT, TRANSPORTATION, DELIVERY, AND APPLICATION SERVICES IN AN AMOUNT NOT-TO-EXCEED $410,000 FOR AN APPROXIMATELY FOUR-YEAR TERM

In September 2016, Governor Brown signed into law Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 ("SB 1383"), which established aggressive targets to achieve a reduction in the statewide disposal of organic waste.

Beginning on January 1, 2022, and pursuant to SB 1383, cities and counties are required to procure a minimum amount of products made from recycled organic waste. Based on the formula from the SB 1383 regulations, the City of Livermore is required to procure 2,463 tons (7,389 cubic yards) of mulch annually through the end of 2029.

On September 11, 2025, the City issued a Request for Proposals for the purchase and application of SB 1383-compliant mulch at the open space property near the Livermore Municipal Airport. Five proposals were received; one was determined to be non-responsive. Of the responsive proposals, TDRA Industries Inc. d/b/a Vision Recycling offered the best price per cubic yard and was selected as the lowest bidder.

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

1. Awards to TDRA Industries Inc. d/b/a Vision Recycling the agreement attached hereto as Exhibit A for the procurement, transportation, delivery, and application of SB-1383-compliant mulch near the Livermore Municipal Airport, in an amount not-to-exceed $410,000 for a term of three years and eleven months.

2. Authorizes the City Manager, or her designee, to execute an agreement with TDRA Industries Inc. d/b/a Vision Recycling, attached hereto as Exhibit A, for the procurement, transportation, delivery, and application of SB-1383-compliant mulch near the Livermore Municipal Airport, in an amount not-to-exceed $410,000 for a term of three years and eleven months.

3. Authorizes the City Manager, or her designee, 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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Agreement with TDRA Industries Inc. d/b/a Vision Recycling

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25-0731

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and TDRA Industries Inc. d/b/a Vision Recycling ("Contractor"), a California corporation.

RECITALS

City requires services to procure, transport, deliver, and apply SB 1383-eligible mulch on approximately 32 acres of City of Livermore property near the Livermore Municipal Airport.

Contractor represents and warrants that 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 representations and warranties as inducement to award this Agreement to 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 and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Contractor shall provide the services described in the recitals and more particularly set forth in Exhibit A *Scope of Work*, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Judy Erlandson, Public Works Manager ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

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(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

(k) 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 three years from the date of City's 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 to take possession, then Contractor and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Contractor by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three 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;

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. **Taxes, Fees and Assessments.** Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The

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indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below.

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) 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.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

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7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

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12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on February 1, 2026,and terminates upon the completion of the Services or December 31, 2029, whichever occurs first.

14. 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 Contractor shall then 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 and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $410,000.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

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(d) 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.

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

(b) 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.

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

17. Intellectual Property, 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.

18. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's personnel 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 returned to City or confirmed destroyed in a manner satisfactory to City.

19. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") 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 Contractor's performance of the Services, or in connection with Contractor'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 the Indemnified Parties. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall

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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. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor'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 Contractor'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).

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability 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.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

22. 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.

23. 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.

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24. 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 twelve-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.

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

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted 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.

32. 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, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

(a) 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 any exhibit hereto, the language in the body of the Agreement controls.

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

36. 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.

37. 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, with a courtesy copy delivered by email to the email addresses below:

TO CITY: Attention: Judy Erlandson, Public Works Manager
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, CA, 94550

Email: jaerlandson@livermoreca.gov
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Linzi Del Conte, Sales and Marketing Director
TDRA Industries Inc. d/b/a Vision Recycling
41900 Boscell Road
Fremont, CA, 94538
United States

Email: Linzi.delconte@visionrecycling.com

38. Waiver. Failure to insist upon the strict performance of any term or condition 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.

39. 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.

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40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

43. 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 Exhibit List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Linzi Del Conte
C925D6118ADC4F1...

1/20/2026 | 7:17 PM PST

Linzi Del Conte
Sales and Marketing Director

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D24BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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Proposal for City of Livermore — Bid #25-398086

SB 1383-Eligible Mulch Procurement and Application

Submitted by: Vision Recycling

Point of Contact: Linzi Del Conte Email: Linzi.delconte@visionrecycling.com Phone: 510-767-8922

Sales & Marketing Director

Corporate office: 41900 Boscell Road Fremont Ca.94538

Second point of contact: Angel Gomez (510)543-5147 Angel.gomez@visionrecycling.com

WWW.VISIONRECYLCING.COM

Date: October 29, 2025

Cover Letter

To the City of Livermore Procurement Team,

Vision Recycling is pleased to submit this proposal in response to Bid #25-398086 for SB 1383-Eligible Mulch Procurement and Application. We are a proud Local Livermore-based business, Vision Recycling has long been a partner in supporting local sustainability goals and ensuring compliance with SB 1383 through the production and distribution of high-quality organic mulch derived from local green waste streams.

Our company's **Mission Statement** is → "**To return local organics back to the local soils**"—This reflects our teams dedication to a sustainable recycling system that benefits both the environment and the community. **We are confident that Vision Recycling offers the best** combination of product quality, logistical efficiency, and community partnership to serve the City of Livermore's local procurement needs for 1383 compliant mulch.

We appreciate the opportunity to support the City's SB 1383 compliance goals and contribute to a cleaner, more sustainable future for Livermore.

Company Overview

Company Name: Vision Recycling
Location: Livermore, CA – Greenville Road (other locations include Benicia & San Lorenzo)
Business Type: Organic green waste recycling, mulch manufacturing, compost operations, and landscape materials supplier

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- **Because Vision Recycling is in Livermore, on Greenville Rd**. we collect green organic waste primarily from within Livermore and the Tri-Valley area, processing it locally into premium, **SB 1383-eligible** mulch.
- **By keeping operations within city limits**, we **minimize transportation emissions** and this strengthens local sustainability!

Our work directly supports:

- Local economic development: employing local residents.
- Reduced environmental impact: **eliminating** over 50 round-trips of diesel 18-wheelers over the Altamont from other bidders.
- Sustainable compliance: ensuring municipal and commercial partners meet SB 1383 procurement mandates

Product Quality & Compliance

Vision Recycling has earned recognition for exceptional product quality and contamination control.

- Endorsement: Alameda County StopWaste Agency recognizes Vision Recycling for superior contamination management among regional processors.
- **Proven performance: During Apple Computer's** Cupertino campus construction, Vision Recycling provided 20,000 yards of organic mulch. **During that year prior to the Apple facility delivery, they required 52 weeks of laboratory testing of ours & competitors product to be submitted every week for that 1 year.** Vision's Lab testing did indeed **outperform** all the multiple competitors in those weekly laboratory tests over 52 weeks.
- Quality control: Each inbound material is monitored for feedstock purity, moisture, particle size, and metal/pathogen compliance. We have a Spotter looking at every inbound load!
- SB 1383 eligibility: Our product meets CalRecycle requirements for recovered organic waste materials, ensuring procurement credits toward City compliance.

Vision Recycling has **SOP's to** monitor Every inbound truck to eliminate contamination and **eliminate what our industry refers to as "Hollywood Mulch"**. That is material that Glitters from contamination! **Vision Does NOT have Hollywood Mulch!** Vision's product will not glitter on the Livermore fields!

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Sustainability & Local Impact

Our operations embody sustainability in practice:
- Local recycling: All Livermore-collected organics are returned to Livermore soils.
- **Reduced emissions: Local sourcing and short (7 mile) delivery routes drastically reduce diesel transport pollution.**
- Community benefit: Vision Recycling employs Livermore and Tri-Valley residents, reinvesting directly in the local economy.

-**Locally Owned Company**: Vision Recycling owner lives in the tri-valley and rents a hangar at the Livermore airport.
- **Environmental stewardship**: Our mulch improves soil health; conserves water and supports pollinator habitats.

Experience & References

Client: StopWaste Agency
Project: Green Waste Processing Partnership
Scope: Regional supply agreement
Outcome: -Recognized for lowest contamination rate:
-Vision has a Very Good Reputation with S.W.

Client: Apple Inc.
Project: Cupertino Campus Mulch Procurement
Scope: 20,000 yd^3 supply, testing, delivery
Outcome: Exceeded Lab tested quality benchmarks 52 weeks straight

Project & Scope of work

- Vision Recycling understands that the City of Livermore seeks a qualified contractor to procure, deliver, and apply SB 1383-eligible organic mulch to specified municipal locations, including the Livermore Airport area (32 acres as noted in bid references).

  Our approach includes:
  - Supplying verified SB 1383-compliant mulch, produced exclusively from recycled from local green waste **within** Livermore, and the Tri-Valley.

- We certify that we are complaint with the requirement "The SB 1383-eligible mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4)"
- Product testing from Soil Control lab shall be available per specification requirements request from city of Livermore and be submitted within 30 days of request to the city.
- Vision Recycling is a listed vendor on Stop Waste site.
- Vision Recycling will conduct local delivery and applications using in-house crews and equipment.

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- Vision recycling will coordinate directly with City project managers for site access, timing, and quality verification.
- Vision recycling upon request will provide documentation of product source, contamination rates, and quality testing to ensure compliance with Cal Recycle standards.
- Vision Recycling has SOP's specialized in dust mitigation and control and will perform minimal dust when installed and application is applied.
- Vision Recycling will not stockpile any material on site for long durations of time. The material will be spread within one week after delivery.
- Application to be applied will be 4 inches thick and not to exceed 6 inches of thickness per year of application.
- Upon completion of the application of product, Vision Recycling will provide detailed invoices including amount delivered, date installed, product name and volume. Upon request the city can ask for completion photos to be sent within invoicing.

- **Proposed Pricing and product specifications**

Year	Tons/ Cubic Yards	Rate	Notes
2026	2463 Tons/7389yds	$ 10.25 yd	Includes material, delivery & application
2027	2463 Tons/7389yds	$ 11.25 yd	Includes material, delivery & application
2028	2463 Tons/7389yds	$ 12.25 yd	Includes material, delivery & application
2029	2463 Tons/7389yds	$13.25 yd	Includes material, delivery & application

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VISION RECYCLING
Transforming Local Organics

(510) 429-1300
41900 Boscell Road
Fremont, CA 94538
www.visionrecycling.com

Wonder Mulch

Description & Process:
Feed Stock: Logs, tree branches, woody brush.
Particle Size: Material is ground to 2"- 3/8" overs.
Color: Natural, mottled light brown color
Texture: Shredded organic material, fibrous, arbor mulch like appearance

Additional information:
Wonder Mulch is made up of mixed tree debris and yard trimmings ground to 2" to 3/8". Wonder Mulch gives landscapes a natural appearance and provides many benefits. An application of several inches will help conserve water, suppress weeds, keep ground temperatures cooler in hot summer months, prevent soil compaction, and create a beautiful backdrop for landscape plants. The shredded texture of Wonder Mulch helps it lock together and stay in place on steep hillsides and in areas with heavy blower usage. Wonder Mulch is the standard product for sheet mulching projects.

Certifications & Insurance

- Business License – City of Livermore
- SB 1383 Compliance Statement (CalRecycle organic waste procurement)
-W-9 included in package
- General Liability Insurance – certificate provided
- Fleet Safety & Environmental Compliance Documents – Available Upon Request
- US Compost Council Trade Association "Compost Certified"

Conclusion

Vision Recycling stands ready to partner with the City of Livermore to advance its sustainability initiatives and meet SB 1383 requirements efficiently, responsibly, and locally. **With our proven track record, high-quality recycled products, community-rooted approach, and Very Local Presence, we are confident that Vision Recycling is the ideal choice for this project.**

Thank you for the opportunity to submit this proposal. We look forward to continuing our partnership in making Livermore a leader in sustainable waste recycling.

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EXHIBIT B - FEE SCHEDULE EXHIBIT A

Proposed Pricing and product specifications

Year	Tons/ Cubic Yards	Rate	Notes
2026	2463 Tons/7389yds	$ 10.25 yd	Includes material, delivery & application
2027	2463 Tons/7389yds	$ 11.25 yd	Includes material, delivery & application
2028	2463 Tons/7389yds	$ 12.25 yd	Includes material, delivery & application
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EXHIBIT C

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:
   $3,000,000 per occurrence/**$6,000,000** 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:
   $1,000,000 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 **$1,000,000** 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."

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

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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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining Tract 8669, Cornerstone, located at the northwest corner of the intersection of Collier Canyon Road and Constitution Drive, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopts a resolution determining Tract 8669, Cornerstone, located at the northwest corner of the intersection of Collier Canyon Road and Constitution Drive, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

DECISION TYPE

Administrative

SUMMARY

The Cornerstone project, located at the northwest corner of the intersection of Collier Canyon Road and Constitution Drive, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, TPG AG EHC III (TRU) CA 2, L.P., is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by TPG AG EHC III (TRU) CA 2, L.P., in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

On June 12, 2023, City Council adopted Resolution 2023-92, approving the formation of CFD No. 2023-1 and a future annexation area (Future Annexation Area) for CFD No. 2023-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2023-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations

limit for CFD 2023-1.

Subsequently, on June 26, 2023, the City Council adopted Ordinance No. 2147, to levy special taxes within CFD No. 2023-1, including any parcels that annex into CFD No. 2023-1.

The Future Annexation Area was established for CFD No. 2023-1 to create a streamlined process for projects to annex into this CFD and contribute maintenance funds for the public amenities and/or infrastructure that are installed within the Isabel Neighborhood Specific Plan. The Future Annexation Area coincides with the boundary of the Isabel Neighborhood Specific Plan area. Parcels within the Future Annexation Area may annex into CFD 2023-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2023-1 was formed to provide funding for the maintenance and operation of the following public amenities within the Isabel Neighborhood Specific Plan:

- 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

Costs for CFD No. 2023-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2023-1.

The Cornerstone project on APN 905-0015-008-00, 905-0015-026-00, 905-0015-027-00, 905-0015-028-00, and 905-0015-029-00 is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, TPG AG EHC III (TRU) CA 2, L.P., is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by TPG AG EHC III (TRU) CA 2, L.P. in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Cornerstone project, APN 905-0015-008-00, 905-0015-026-00, 905-0015-027-00, 905-0015-028-00, and 905-0015-029-00, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zone 23 within CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the

necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 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 CFD No. 2023-1.

With this annexation, Cornerstone becomes Tax Zone 23 in CFD No. 2023-1. The FY 2025-26 Special Tax Requirement Max Cap for Tax Zone 23 is estimated at approximately $137,123, an average of approximately $959 per residential unit as shown in Table 9 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zone 23. The max cap for Tax Zone 23 will adjust on July 1, 2026, 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%).

Future annexations will be numbered sequentially as distinct tax zones. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plans public infrastructure and amenities.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

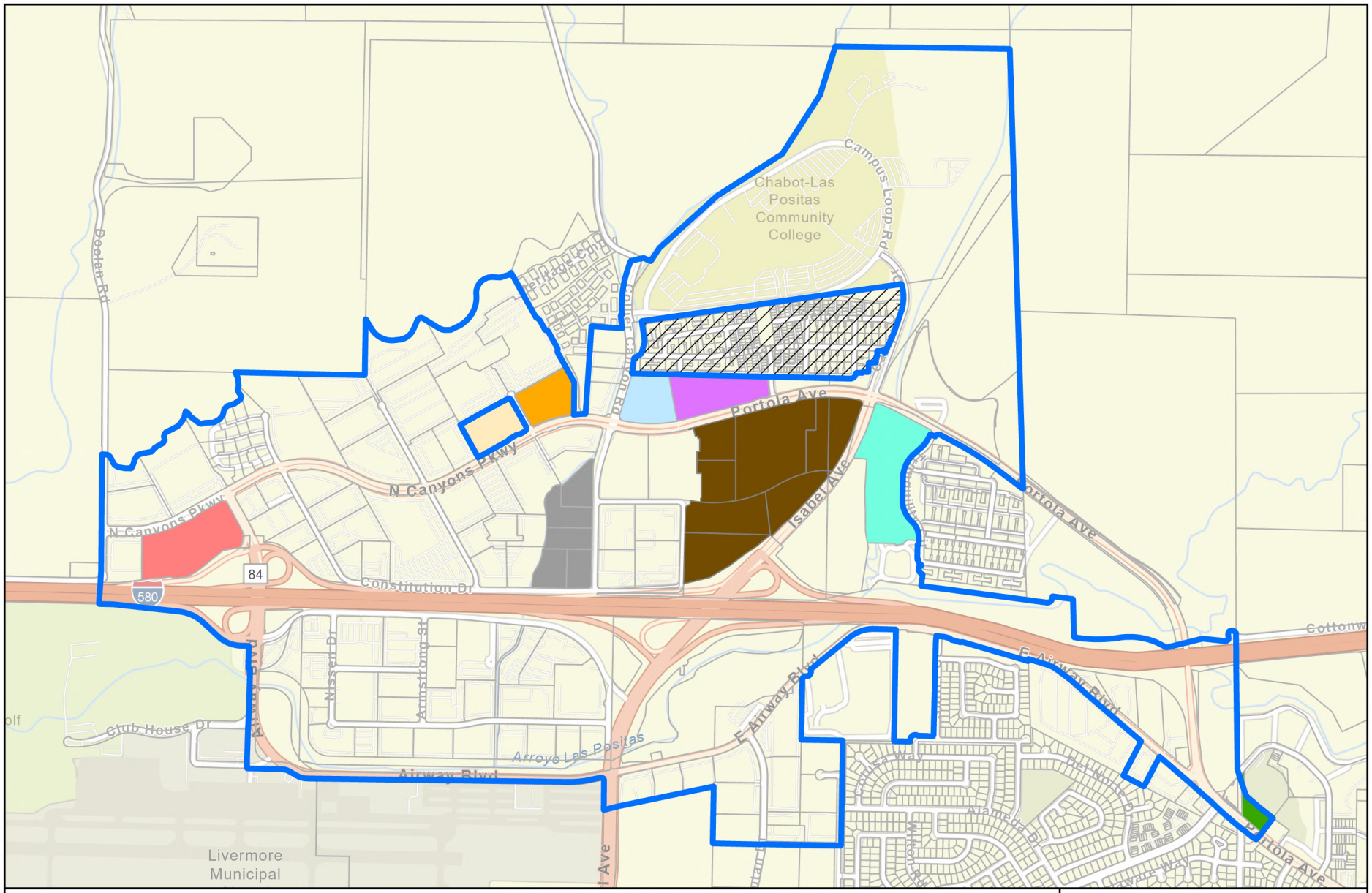
Prepared by: Kristina Mai
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Tax Zone Map

- CFD 2023-1 Future Annexation Area
- Not A Part
- Tax Zone 1 - Tract 8609
- Tax Zone 2 - Tract 8613
- Tax Zone 3 - Tract 8657
- Tax Zone 4 - Tract 8613
- Tax Zone 5 - Tract 8704
- Tax Zone 6 - Tract 8612
- Tax Zones 7-21 - Tract 8659
- Tax Zone 22
- Tax Zone 23
- Parcels

N

0 0.2 0.4 Mi

0 1,300 2,600 Feet

NBS helping communities fund tomorrow

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING TRACT 8669, CORNERSTONE, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF COLLIER CANYON ROAD AND CONSTITUTION DRIVE, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

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 City Council is authorized to establish a community facilities district and to act as its legislative body.

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services") as provided in the Act:

(i) this City Council adopted Resolution No. 2023-092, entitled "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on May 17, 2023, in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 41-42, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on June 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which

approval was confirmed by Resolution No. 2023-094, entitled "A Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

(iv) on July 26, 2023, this City Council adopted its Ordinance No. 2147, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that 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.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as the Cornerstone Project, Assessor's Parcel Numbers 905-0015-008-00, 905-0015-026-00, 905-0015-027-00, 905-0015-028-00 and 905-0015-029-00 (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval 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.

In order to comply with Section 53339.8 of the Act, and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED, that this City Council hereby determines that, having received an executed Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

BE IT FURTHER RESOLVED, that this City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Unanimous Approval

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Annexation No. 8

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. Property Owner. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons residing on the Property that are registered to vote.

2. Acknowledgement of CFD. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Articles XIIIA and XIIIC of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit A hereto and made a part hereof .

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit C (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method"). The duration of the Special Tax is perpetual.

The Property Owner hereby acknowledges the following:

(i) The Special Tax apportionment will be finalized following recordation of the final map.

(ii) The purpose of the apportionment set forth in Table 8 is to preserve the Expected Maximum Special Tax Revenues from the Property based on the final development plan for the Property.

(iii) The Existing Rate and Method, as supplemented by the Supplement, specifies the rate, method of apportionment, and manner of collection of the Special Tax in sufficient detail to allow the Property Owner, and any succeeding property owner or resident, to estimate the maximum amount that the Property Owner, and any succeeding property owner or resident, will pay.

c. Appropriations Limit: An initial appropriations limit for the CFD of $3,000,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD, the levy of the Special Tax on the Property or the initial appropriations limit for the CFD, (iii) any right the Property Owner may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to annex the Property to the CFD, approve the levy of the Special Tax on the Property or approve the initial appropriations limit for the CFD, or (iv) all requirements for the form or contents of this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as Document No. 2023070481. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California

Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. Disclosures. The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

7. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D	The full legal name of the Property Owner is: TPG AG EHC III (TRU) CA 2, L.P., a Delaware Limited Partnership

The foregoing Unanimous Approval is hereby executed this 7 day of January, 2026, in Scottsdale, ~~California~~ Arizona.

TPG AG EHC III (TRU) CA 2, L.P., a Delaware limited partnership

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: _____

Name: Steven S. Benson

its Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)
County of Maricopa)

On 1/07/2026, before me, Jaime Marie Adams, a Notary Public, personally appeared Steven S. Benson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

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 Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number(s) 905 -0015-008-00, 905 -0015-026-00, 905 -0015-027-00, 905 -0015-028-00, 905 -0015-029-00) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval 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.

TPG AG EHC III (TRU) CA 2, L.P., a Delaware limited partnership

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: _____

Name: Steven S. Benson

its Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona)
County of Maricopa)

On 1/07/2026, before me, Jaime Marie Adams, a Notary Public, personally appeared Steven S. Benson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

EXHIBIT A

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

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

Special Taxes collected in 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.

Neighborhood Trail Services

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.

Neighborhood Plaza Services

Neighborhood Plaza Services include maintenance and operation of public plazas within the Isabel Neighborhood Specific Plan. Neighborhood Plaza Services include, but are not limited to, maintenance and operation of plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with public plaza space. Neighborhood Plaza Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Plaza Services include any associated electricity, water and other utility costs.

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)

EXISTING RATE AND METHOD

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

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 BSF / 2,000 BSF = 0.40 or 40%
2. $434.74 Maximum Special Tax per Unit x 40% = $173.90 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.

EXHIBIT C

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

Annexation No. 8

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 8
(TAX ZONE NO. 23)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 8 (Tax Zone No. 23) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 23 ("Tax Zone 23") that is being annexed to the CFD for the purpose of financing certain "Services" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 9 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zone 23 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 23.

Capitalized terms that are used but not defined in this Supplement have the meaning given to them in the Existing Rate and Method.

TABLE 9
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 23
FISCAL YEAR 2025/26*

Property Type	Maximum Special Tax Rate	Per	Expected Number of Units
Residential Property	$958.90	Unit	143

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates for Tax Zone No. 23 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.

EXHIBIT D

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

Annexation No. 8

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
905 -0015-008-00
905 -0015-026-00
905 -0015-027-00
905 -0015-028-00
905 -0015-029-00

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution to declare approximately 1.28 acres of City-owned real property located in the city of Livermore, county of Alameda, state of California, specifically referred to as Assessor's Parcel Number (APN) 99-950-16, as exempt surplus land under the Surplus Land Act, and a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement between the City and the Livermore Area Recreation and Park District.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to declare approximately 1.28 acres of City-owned property referred to as Assessor's Parcel Number (APN) 99-950-16 as exempt surplus land under the Surplus Land Act and adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement between the City and the Livermore Area Recreation and Park District.

DECISION TYPE

Quasi-judicial and Legislative

SUMMARY

Except in certain limited circumstances, the California Surplus Land Act (Government Code sections 54220 et seq., the “SLA”) requires public agencies to formally declare property to be either "surplus land” or "exempt surplus land" prior to sale or lease. The SLA generally requires surplus land, i.e. land no longer required for agency use that meets certain size requirements and other criteria, to first be offered to affordable housing developers through a notice and negotiation process prior to disposal. Property that does not meet the definition of surplus land may be declared exempt from the mandatory notification and negotiation procedures. Exempt surplus land includes property proposed for transfer to another local, state, or federal agency. As a public agency, the City of Livermore (City) is subject to the SLA.

The City is the legal fee owner of an approximately 1.28 acre parcel (APN 99-950-16) of real property located in the city of Livermore, county of Alameda, state of California, and more particularly described in Exhibit A - Property attached hereto. For the purposes of this agenda item, the terms "Property" and "Parcel" are used interchangeably to describe this City-owned 1.28 acre real property. The Livermore

Area Recreation and Park District (LARPD), another local agency, currently leases the Property from the City to operate and maintain a skate park recreational facility which LARPD constructed.

LARPD is developing a new pump track facility on its own land adjacent to the Property, and the location of the pump track will require visitors to cross the Property to access the track as shown in Exhibit A - Purchase and Sale Agreement. To facilitate the development and efficient ongoing operation of the pump track and adjacent skate park, the City desires to sell the Property to LARPD, reserving the rights to easements that already exist on the Property. The proposed purchase price is $12,800, which is based on an appraisal of the Property, including existing improvements and easements, which was completed by Smith and Associates on April 23, 2025; the City and LARPD (the Parties) have reviewed and agreed to the appraisal value.

The Property meets the exemption criteria outlined in Government Code Section 54221(f)(1)(D) and section 103(c)(5) of the State Housing and Community Development (“HCD”) Surplus Land Act Guidelines which define “exempt surplus land” to include land that a local agency is transferring to another local, state, or federal agency.

Staff Recommends the City Council adopt a resolution to declare the Property exempt surplus land under the SLA based on the findings and justifications contained in the resolution and adopt a resolution authorizing the City Manager to execute the Purchase and Sale Agreement between the Parties.

DISCUSSION

On August 21, 2000, the Parties entered into a lease for City-owned land to allow LARPD to construct, operate, and maintain a skate park recreational facility. On June 14, 2005, the Parties executed an amendment to the initial lease. The Parties entered into a new lease (Lease) on April 26, 2006, which increased the area of the leasehold to encompass the Property. The Lease's initial term expired in April 2021, and the Parties have continued the lease arrangement under provision 7.13 (Holding Over) of the Lease.

On March 13, 2025, LARPD requested termination of the Lease pursuant to Section 7.15 of the Lease and requested to purchase the Property from the City to facilitate the construction of a new pump track recreational facility. The City accepted the request for termination with the effective date to be at close of escrow of the Purchase and Sale Agreement between the Parties.

The California Surplus Land Act (Government Code sections 54220 et seq., the “SLA”) requires that before a local agency takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land” or "exempt surplus land."

The SLA defines "surplus land” as land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and not necessary for the agency's use. "Exempt" surplus land includes land being transferred to another local, state, or federal agency.

The Property meets the exemption criteria contained in Government Code Section 54221(f)(1)(D) and in HCD’s Surplus Land Act Guidelines Section 103(c)(5), as both the City and LARPD are “local agencies” as defined by the SLA in Government Code section 54221(a)(1) and HCD Surplus Land Act Guidelines section 102(s). LARPD will continue to use the Property for its own local agency use.

On October 7, 2025, the Planning Commission approved Consistency Determination CD25-003 determining that disposing of and transfer of the Property to LARPD for the continued use as a park and associated parking lot does not constitute a project for the purposes of the California Environmental Quality Act and is consistent with the General Plan Open Space and Conservation goals, objectives, and policies.

Upon adoption of the resolution to declare the Property as exempt surplus land under the SLA, the City will provide HCD with a copy of the adopted Resolution to review and make findings exempting the parcel from the SLA.

Upon the adoption of the resolution authorizing the City Manager to execute the Purchase and Sale Agreement between the Parties, the City will provide the title company a copy of the fully executed Purchase and Sale Agreement and open escrow for the sale of the Property which will include a provision that the close of escrow will commence once the title company receives the finding letter exempting the Property from the SLA.

FISCAL AND ADMINISTRATIVE IMPACTS

The rent revenues of $1.00 per year currently being received from the lease will end at the termination and full release of the lease, and the City will receive a lump sum payment upon the close of escrow from the sale of the Property in the amount of $12,800 directly benefiting the City's General Fund.

COMMUNITY PILLAR

5: A City that Works

GOAL

14: Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. Location Map
2. Resolution - Surplus Land Act Exemption
3. Exhibit A - Property
4. Resolution - Purchase and Sale Agreement
5. Exhibit A - Purchase and Sale Agreement

Prepared by: Mike Pato
Management Analyst II

Approved by:

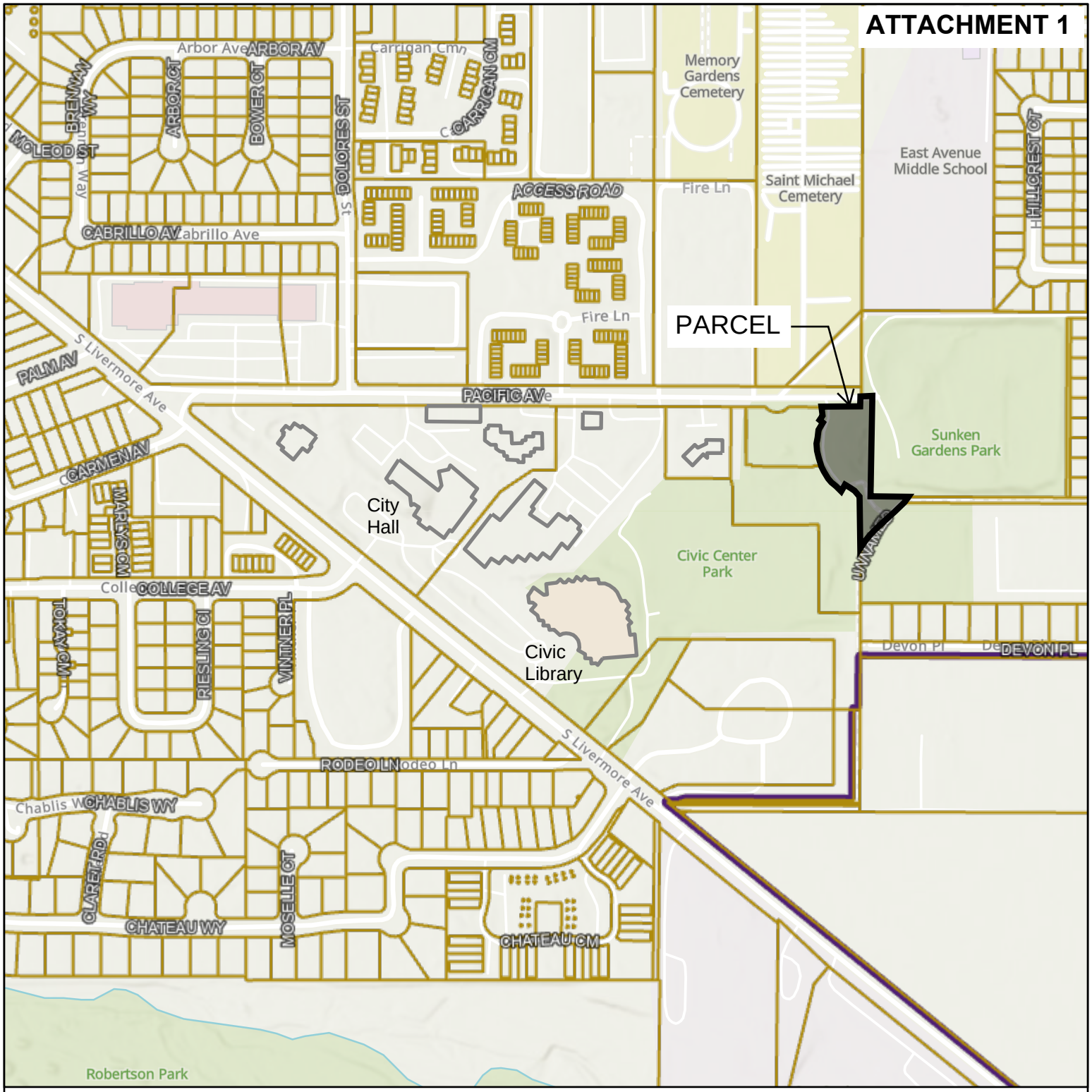


Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



CITY OF LIVERMORE CALIFORNIA

Location Map

Date: 12/20/2025

Path: /Web Map

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVERMORE DECLARING 1.28 ACRES OF REAL PROPERTY EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT

WHEREAS, the California Surplus Land Act (Government Code sections 54220 et seq., the "SLA") requires that before a local agency, takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land" or "exempt surplus land"; and,

WHEREAS, "surplus land" means land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency's use; and,

WHEREAS, the SLA exempts certain properties, "exempt surplus lands," from the mandatory notification and negotiation procedures, including, without limitation, certain properties transferring to another local, state, or federal agency; and,

WHEREAS, the City of Livermore (City), a municipal corporation, is the legal fee owner of record of approximately 1.28 acres of real property located in the City of Livermore, County of Alameda, State of California, specifically referred to as Assessor's Parcel Number (APN) 99-950-16, and more particularly described in Exhibit A, attached hereto (the Property); and,

WHEREAS, the Livermore Area Recreation and Park District (LARPD), another local agency, currently leases the Property from the City to operate and maintain a skate park recreational facility which LARPD constructed; and,

WHEREAS, the City desires to transfer the Property to LARPD; and,

WHEREAS, the Property meets the exemption criteria outlined in the Government Code Section 54221(f)(1)(D) and section 103(c)(5) of the State Housing and Community Development ("HCD") Surplus Land Act Guidelines which define "exempt surplus land" to include land that a local agency is transferring to another local, state, or federal agency; and,

WHEREAS, the Property is exempt from the requirement of sending a written notice of the availability of the Property for open-space purposes to the entities described in subdivision (b) of Govt. Code § 54222 as the Property does not have the characteristics described in Government Code § 54221 (f)(2) (A), (B), (C), and (D) and HCD's Surplus Land Act Guidelines section 103(d); and,

WHEREAS, the City Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the SLA based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the Property identified in Exhibit A is exempt surplus land pursuant to the Surplus Land Act and makes the following findings:

1. The recitals set forth above are true and correct and are incorporated herein as findings.

2. The Property identified in Exhibit A is "exempt surplus land" under the SLA because it meets the exemption criteria contained in Government Code Section 54221(f)(1)(D) HCD's Surplus Land Act Guidelines Section 103(c)(5). Both the City and LARPD are "local agencies" as defined by the SLA in Government Code section 54221(a)(1) and HCD Surplus Land Act Guidelines section 102(s), and the SLA exempts transfers of surplus land from one local agency to another local agency for the transferee's use. LARPD will continue to use the Property for its own local agency use.

3. The City shall provide HCD with a copy of this Resolution at least 30 days prior to disposition of the Property.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Property

PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS FOLLOWS:

BEING ALL OF PARCEL3 OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF MAPS AT PAGES 87 THROUGH 89, ALAMEDA COUNTY RECORDS, AS INSTRUMENT NO. 2024146480
CONTAINING 1.28 ACRES, MORE OR LESS.

RESERVING THEREFROM:

THE REAL PROPERTY DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN STORM DRAIN LINES AND APPURTENANCES THERETO UNDER, ON, AND OVER THOSE STRIPS OF LAND SHOWN ON SAID PARCEL AS "SDE" (STORM DRAIN EASEMENT). SAID STORM DRAIN EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY STRUCTURES, LANDSCAPING OR PLANTING.

THE REAL PROPERTY DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN SEWER LINES AND APPURTENANCES THERETO UNDER, ON, AND OVER THOSE STRIPS OF LAND SHOWN ON SAID PARCEL AS "SSE" (SANITARY SEWER EASEMENT). SAID SANITARY SEWER EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY STRUCTURES, LANDSCAPING OR PLANTING.

THE REAL PROPERTY DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN TRAILS AND APPURTENANCES THERETO UNDER, ON, AND OVER THOSE STRIPS OF LAND SHOWN ON SAID PARCEL AS "TE" (TRAIL EASEMENT), AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF PUBLIC ACCESS, CONSTRUCTING, RECONSTRUCTING, MAINTAINING OR REPAIRING SAID TRAILS AND APPRUTANCES THERETO, TOGETHER WITH THE RIGHT OFINGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG SAID TRAILS.

APN: 099-0950-016

EXHIBIT A

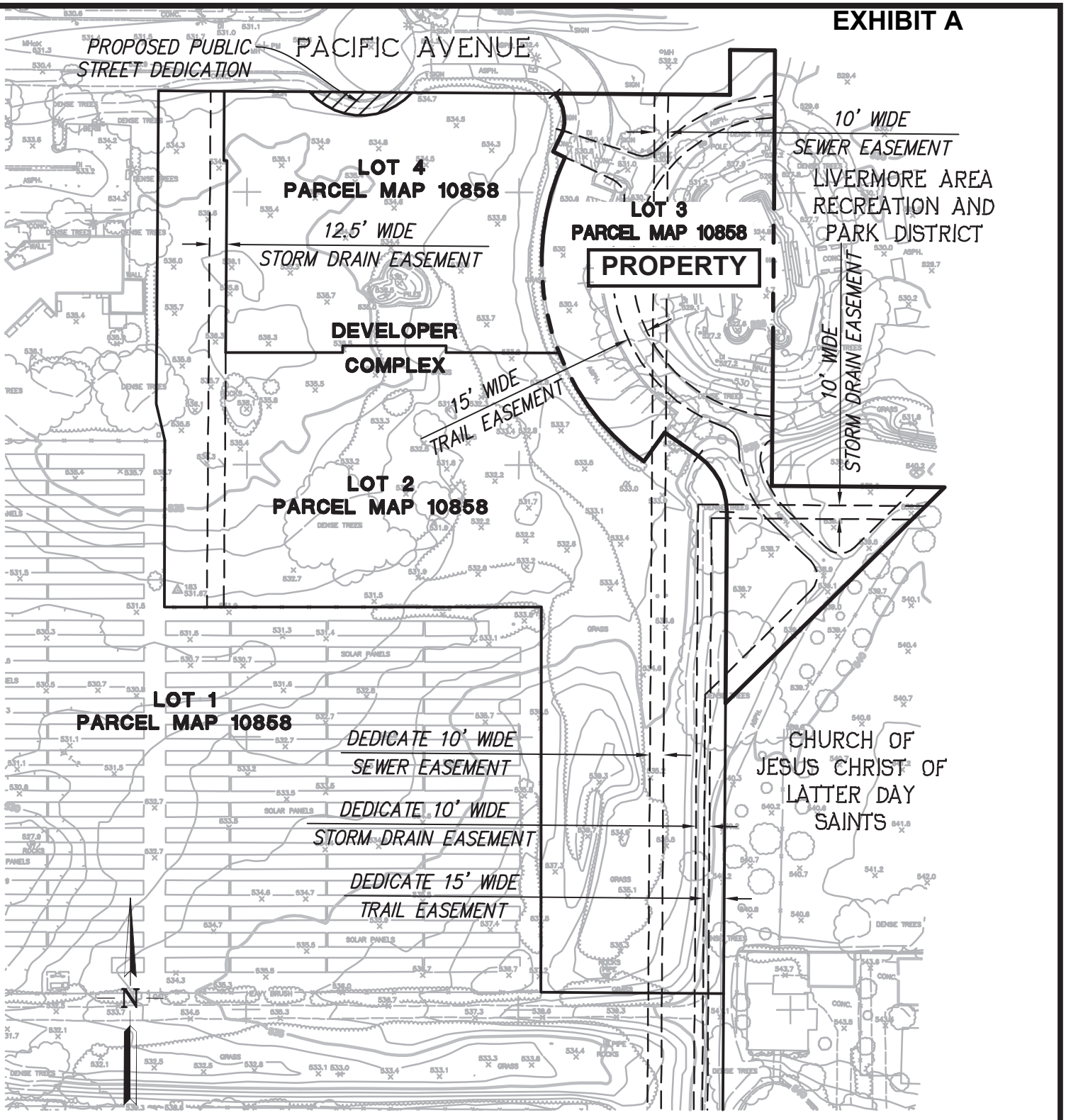


EXHIBIT A - PROPERTY

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

G:\JOB2015\151084 T50 PACIFIC AVE SENIOR CITIZEN\CAD FILES\00-EXHIBITS\EXHIBIT B - PREMISES.DWG 3/22/2023 11:22:22 AM WILL BARTALINI

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF LIVERMORE AND THE LIVERMORE AREA RECREATION AND PARK DISTRICT IN COMPLIANCE WITH THE CALIFORNIA SURPLUS LAND ACT

The City of Livermore (“City”), a municipal corporation, is the legal fee owner of an approximately 1.28 acre parcel of real property located in the City of Livermore, County of Alameda, State of California, referred to as Assessor’s Parcel Number (APN) 99-950-16 (Parcel). The Livermore Area Recreation and Park District (LARPD), another local agency, currently leases the Parcel from the City to operate and maintain a skate park recreational facility which LARPD constructed.

On March 13, 2025, LARPD requested termination of the lease pursuant to Section 7.15 of the lease and requested to purchase the leased area from the City instead of entering into a new lease. The City accepted the request for termination of the lease with the effective date of termination to be at the close of escrow of the Purchase and Sale Agreement between the City and LARPD (the Parties).

The California Surplus Land Act (Government Code sections 54220 et seq., the “SLA”) requires that before a local agency takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land” or "exempt surplus land."

The SLA defines "surplus land” as land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency's use.

The SLA exempts transfers of surplus land from one local agency to another local agency for the transferee’s use. LARPD will continue to use the Parcel for its own local agency use pursuant to the requirements of the SLA, and in section 103(c)(5) of the State Housing and Community Development (HCD) Surplus Land Act Guidelines.

The City Council adopted a resolution on February 23, 2026, declaring the Parcel as exempt surplus land under the SLA based on the findings and justifications contained in the resolution.

On October 7, 2025, the City of Livermore Planning Commission approved Consistency Determination CD25-003, determining that the disposing of and transfer of the Parcel to LARPD for the continued use as a park and associated parking lot does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) and is consistent with the General Plan Open Space and Conservation goals, objectives, and policies.

An appraisal of the Parcel was completed by Smith and Associates on April 23, 2025, that established a value of $12,800 based upon the existing improvements and easements located on the Parcel. The Parties reviewed and approved the appraisal and value indicated in the appraisal.

The City desires to sell the Parcel to LARPD, reserving the rights to existing easements that exist on the Parcel, for the purchase price of $12,800 based upon the appraised value.

The Parties have mutually agreed upon the terms of the Purchase and Sale Agreement attached hereto as Exhibit A.

The City will provide HCD with a copy of the adopted Resolution to declare the Property as exempt surplus land under the SLA as required by section 400(e)(1) of the SLA Guidelines.

Upon the adoption of this resolution authorizing the City Manager to execute the Purchase and Sale Agreement between the City and LARPD, the City will provide the title company a copy of the fully executed Purchase and Sale Agreement and open escrow for the sale of the property which will include a provision that the close of escrow will commence once the title company receives the finding letter exempting the Property from the SLA.

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

1. Authorizes the City Manager, or her designee, to execute the Purchase and Sale Agreement between the City and LARPD on behalf of the City of Livermore.
2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution and transfer the property to LARPD.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Purchase and Sale Agreement

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2026 ("**Effective Date**"), by and between the **LIVERMORE AREA RECREATION AND PARK DISTRICT ("LARPD")** as buyer ("**Buyer**"), and the **CITY OF LIVERMORE, A CALIFORNIA MUNICIPAL CORPORATION**, as seller ("**Seller**"). Buyer and Seller may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Seller is the owner of that certain approximately 1.28-acre parcel of real property located in the City of Livermore, County of Alameda, State of California (APN: 099-0950-016) and more particularly described in Exhibit 1 attached hereto (the "**Parcel**").

B. Buyer currently leases the Parcel from Seller to operate and maintain a skate park recreational facility which LARPD constructed.

C. Buyer currently owns a large parcel of land located adjacent to the Parcel where LARPD is developing a new pump track facility, with access to the pump track through the skate park located within the Parcel, shown in Exhibit 2 and attached hereto ("**LARPD Sunken Gardens Park**").

D. Buyer desires to purchase the Parcel from Seller to better manage LARPD recreational facilities within the Parcel and the Sunken Gardens Park.

E. An appraisal of the Parcel was completed by Smith and Associates on April 23, 2025, and established a value of $12,800 based upon the existing improvements and easements located on the Parcel. The Parties reviewed and approved the appraisal and value indicated in the appraisal.

F. Seller desires to sell the Parcel to the Buyer, reserving the rights to existing easements that exist on the Parcel, for the purchase price of $12,800 based upon an appraised value and as depicted in Exhibit 1.

G. Collectively, the Parties desire to enter into this agreement to allow the Buyer to purchase the Parcel in its current condition, from the Seller hereby referred as the ("**Subject Property**").

AGREEMENT

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above in the section entitled "Recitals" are true and correct and are incorporated herein by this reference.

2. Sale and Purchase of the Subject Property. Seller agrees to sell and convey the Subject Property to Buyer, reserving rights to existing easements on the Subject Property, and

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Buyer agrees to purchase the Subject Property "As-Is, Where-Is and With All Faults" as required in Section 4 of this Agreement from Seller, on the terms and conditions set forth herein.

3. Purchase Price. The total purchase price for the Subject Property shall be Twelve Thousand Eight Hundred and No/100 Dollars ($12,800.00) (the "**Purchase Price**"). The Parties acknowledge and agree that the Purchase Price is full monetary compensation for Buyer's purchase of the Subject Property, and in the current condition of the property at the time of the full execution of this Agreement. The Purchase Price is including and not limited to damages related to disruption of Seller's businesses or to the use or enjoyment of or benefits, severance damage, pre-condemnation damages, attorneys' fees, litigation costs and expenses, or any other claims of costs or damages incurred. The right of possession and use of the Subject Property by Buyer shall commence upon the Close of Escrow (as set forth in Section 9).

3.1 Tenant or Other Interests. Seller represents and warrants that except for the lease between the Seller and the Buyer that expired April 12, 2021, with the Buyer holding over on said Lease on a month-to-month basis, there are no oral or written leases on any portion of the Subject Property, and no claims by a third party of a right to use any portion of the Subject Property. Seller shall hold harmless and reimburse Buyer for any and all losses and expenses occasioned by any such lease or claim and arising from Buyer's efforts to remove or eliminate such lease or claim to allow development and use of the Project. Said Lease Agreement between the Seller and the Buyer was executed on April 12, 2006, and recorded May 8, 2006, under Record Series 2006183924. Said lease shall terminate and no longer be in effect upon close of escrow of this Agreement.

4. "As Is" Sale, Release by Buyer. Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Subject Property on an "As-Is, Where-Is, With All Faults" basis as of the Closing and that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, its agents, employees or attorneys as to any matters concerning the Subject Property, including without limitation: (a) the quality, nature, adequacy and physical condition of the Subject Property and any improvements thereon, (b) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (c) the presence of hazardous materials on, under or about the Subject Property or the adjoining or neighboring lands, (d) the quality of any labor and materials used in any improvements on the Subject Property, and (e) the condition of title to the Subject Property. Seller hereby specifically disclaims: (i) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Subject Property, or the performance of Seller's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (ii) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (x) the nature and condition of the Subject Property or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the Subject Property or other items conveyed hereunder for any and all activities and uses which Buyer may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous substances) or compliance with applicable environmental laws; (y) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise; and (z) the compliance of the Subject Property or other items

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conveyed hereunder or its operation with any laws (including environmental laws), ordinances, rules, requirements, resolutions, policy statements and regulations.

5. Conveyance of Title/Title Policy.

5.1 Subject to the fulfillment of the conditions precedent described in Section 9 below, at the Close of Escrow, Seller shall grant to Buyer the Subject Property by Grant Deed in substantially the form attached as Exhibit 3 and incorporated herein by reference, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, including any and all unrecorded leases, taxes, and exceptions to title except (a) such other exceptions which are approved and/or accepted by Buyer in writing prior to Close of Escrow; and (b) matters created by, through or under Buyer (collectively, "**Approved Conditions of Title**").

5.2 Buyer shall cause Old Republic Title Company (the "**Title Company**") to deliver to Seller and Buyer an updated Preliminary Title Report for the Subject Property within five (5) business days after the later of the Effective Date or the date of Escrow (defined in Section 6, below) is opened, and in any event, no later than ten business days prior to Close of Escrow. Within thirty (30) days from the Effective Date, Buyer shall have completed its review of all title matters affecting the Subject Property to the extent desired by Buyer and shall obtain whatever assurances and/or commitments it desires from the Title Company as to title matters and the title insurance policies which Buyer desires the Title Company to issue to Buyer at the Closing for the Subject Property (the "**Title Policy**"). Buyer shall cause Escrow Agent (defined in Section 6, below) at Close of Escrow to provide Buyer with a standard CLTA or ALTA (as the Buyer may request in its sole discretion) policy of title insurance in the amount of the Purchase Price issued by the Title Company, together with any endorsements reasonably requested by Buyer, showing title vested in Buyer for the Subject Property, subject only to the Approved Conditions of Title set forth above and the standard and printed exceptions, exclusions and stipulations contained in the form of owner's title insurance policy to be obtained by Buyer. Buyer shall pay all premiums for the Title Policy and any endorsements to the Title Policy.

6. Escrow. Buyer and Seller have opened or shall, within five (5) days of the Effective Date of this Agreement, open an escrow ("**Escrow**") in accordance with this Agreement at Old Republic Title Company ("**Escrow Agent**"), in Escrow Agent's office located at 555 12th Street, Suite 2000, Oakland, CA 94607, Tel: (510) 272-1121, Email: jmassey@ortc.com. This Agreement, together with any supplemental escrow instructions prepared by Escrow Agent and executed by Buyer and Seller, constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. Seller and Buyer shall execute and deliver to Escrow Agent any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. The Parties agree to do all acts necessary to close the Escrow in the shortest possible time.

7. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

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7.1 Costs and Expenses. Charge to Buyer: (a) all premiums for the Title Policy and any title endorsements, (b) all fees charged by the Escrow Agent in connection with the consummation of the transaction described herein, and (c) all document recording charges, all of which shall be paid by Buyer through Escrow. Buyer shall pay outside of Escrow all costs and expenses related to its due diligence investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by Buyer. Seller shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by Seller. If the Closing does not occur for any reason, then Buyer shall pay all cancellation fees charged by Escrow Agent.

7.2 Disbursement.

(a) Disburse funds, including the Purchase Price to Seller or the individual members of Seller as they may direct; provided, if Seller fails to provide such directions or the members of Seller provide inconsistent directions, Escrow Agent may retain all or a portion of such funds as it deems prudent until the members of Seller provide consistent directions, and Buyer shall not have any liability to Seller or its individual members arising from failure or delay to distribute funds or distribution of funds contrary to any member of Seller's directions.

(b) Record the Grant Deed and Certificate of Acceptance.

(c) Deliver to Buyer the originals of the Title Policy, and the Non-Foreign Transferor Declaration; and the Tenant Waiver(s) and Release(s); deliver to Buyer and Seller conformed copies of the Grant Deed and Certificate of Acceptance when conditions of the Escrow have been fulfilled by Buyer and Seller.

7.3 Close of Escrow. The terms "**Closing**" or "**Close of Escrow**," if and where written in these instructions, shall be deemed to have occurred on the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Alameda County Recorder.

7.4 Time Limits. All time limits within which any matter specified is to be performed may be extended only by the mutual agreement of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

7.5 Time of the Essence. Time is of the essence of this Agreement.

7.6 FIRPTA. Seller and Buyer agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, including without limitation the Non-Foreign Transferor Declaration, which is attached hereto as Exhibit 4, if applicable, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder.

7.7 Tax Requirements. Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement and tax withholding forms, and be responsible for withholding taxes, if any such forms are provided for or required by law.

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7.8 Transfer Taxes. Buyer and Seller represent and warrant that no transfer tax shall be due because Buyer is a public entity.

8. Intentionally Omitted.

9. Conditions Precedent to Close of Escrow.

9.1 Buyer's Conditions Prior to Closing; Seller's Deposits. The obligation of Buyer to complete purchase of the Subject Property is subject to satisfaction of (or Buyer's waiver in writing thereof) the following conditions:

(a) At or before the Closing, Seller shall deliver through Escrow the executed, acknowledged, and recordable Grant Deed.

(b) At or before the Closing, Seller shall deliver through Escrow a Non-Foreign Transferor Declaration, from each member of Seller, if applicable.

(c) At or before the Closing, Seller shall deposit into Escrow such other documents as are reasonably required by the Title Company and/or Escrow Agent to close the Escrow and consummate the purchase and sale of the Subject Property in accordance with the terms of this Agreement.

(d) Seller shall not be in default of any of its obligations under the terms of this Agreement, and all of Seller's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the Close of Escrow.

(e) Escrow Agent shall have committed to deliver to Buyer the Title Policy as provided in Section 5.2 of this Agreement subject only to the Approved Conditions of Title.

On failure of any of the conditions set forth above, Buyer may terminate its obligations to purchase the Subject Property pursuant to this Agreement with no further liability to Seller by giving notice to Seller on or before the expiration of the time allowed for each condition.

9.2 Seller's Conditions Precedent to Closing; Buyer's Deposits. The obligation of Seller to complete the sale of the Subject Property is subject to satisfaction of (or Seller's waiver in writing thereof) the following conditions:

(a) At or before the Closing, Buyer shall have deposited into Escrow a duly executed and acknowledged Certificate of Acceptance in the form attached to the Grant Deed in Exhibit 3 for the Escrow Agent to attach to the Grant Deed for recordation.

(b) At or before the Closing, Buyer shall have deposited into Escrow (i) the Purchase Price in immediately available funds, and (ii) the closing costs as described herein.

(c) At or before the Closing, Buyer shall deposit into Escrow such other documents as are necessary to comply with Buyer's obligations under this Agreement.

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(d) Buyer shall not be in default of any of its obligations under the terms of this Agreement, and all of Buyer's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the Close of Escrow.

On failure of any of the conditions set forth above, Seller may terminate its obligations under this Agreement with no further liability to Buyer by giving notice to Buyer on or before the expiration of the time allowed for each condition. Seller's failure to elect to terminate its obligations due to failure of a condition listed in this Section 9.2 shall constitute a waiver of the condition by Seller.

10. Loss or Damage to Property. Loss or damage to the Subject Property, by fire or other casualty, occurring prior to recordation of the Grant Deed, shall be at the risk of Seller. In the event that loss or damage to the Subject Property, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Buyer may elect to either terminate this Agreement or waive the right to terminate and close Escrow without any offset to the Purchase Price or any rights to insurance proceeds, if any.

11. Warranties, Representations, and Covenants of Seller. Seller hereby warrants, represents, and/or covenants to Buyer that:

11.1 Pending Claims. To the best of the City Manager's actual knowledge representing the Seller, as of _____, 20___(without duty of inquiry or investigation), there are no actions, suits, claims, legal proceedings, or administrative proceedings pending with respect to the Subject Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, except as disclosed in the Recitals above.

11.2 Seller's Title. Until the Close of Escrow, Seller shall not intentionally do anything which would impair Seller's title to the Subject Property.

11.3 Contracts. To the best of the City Manager's actual knowledge representing the Seller, as of _____, 20___, there are no service contracts or other contractual obligations (except which Seller has disclosed to Buyer in writing) upon which Buyer is obligated pertaining to the Subject Property, except those which can be terminated upon not more than thirty (30) days' notice.

11.4 Lease Commissions. To the best of the City Manager's actual knowledge representing the Seller, as of _____, 20___, there are no outstanding leasing commissions payable for any lease as to the Subject Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

11.5 Condition of Land. To the best of the City Manager's current actual knowledge, representing the Seller, as of _____, 20___, without any duty of investigation or inquiry and without imputation of knowledge, there are no substances, materials or conditions on or within the Subject Property that qualify as a hazardous material, and Seller has received no written notice alleging that the conditions of the Subject Property are in violation of any environmental law.

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11.6 Conflict with Other Obligation. To the best of the City Manager's actual knowledge representing the Seller, as of _____, 20___, without any duty of inquiry or investigation), neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which Seller may be bound with respect to the Subject Property.

11.7 Authority. Seller has the full right, power, and authority to execute and perform its obligations under this Agreement.

11.8 Bankruptcy. Seller is not the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Subject Property as provided herein.

11.9 Governmental Compliance. To the best of the City Manager's actual knowledge representing the Seller, as of _____, 20___, Seller has not received any notice from any governmental agency or authority alleging that the Subject Property is currently in violation of any law, ordinance, rule, regulation, or requirement applicable to its use and operation. If any such notice or notices are received by Seller following the date this Agreement is signed by Buyer, Seller shall notify Buyer within ten (10) days of receipt of such notice. Seller then, at its option, may either elect to perform the work or take the necessary corrective action prior to the Close of Escrow or refuse to do so, in which case Seller shall notify Buyer of such refusal and Buyer shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

11.10 Non-Foreign Transferor. Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and Seller will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

11.11 Change of Situation. Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 11 not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer.

11.12 Survival. Seller's representations, warranties, and covenants contained in this Section 11 shall survive the Close of Escrow and the recordation of the Grant Deed.

12. Broker's Commission. Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction, which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Subject Property. Seller and Buyer agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement. The provisions of this Section 12 shall survive the Close of Escrow or termination of this Agreement.

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13. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either Party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving Party may at any time thereafter require further compliance by the other Party with any breach or provision so waived. The consent by one Party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a Party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either Party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other Party's breach hereunder or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

14. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if mailed, three business days after the date of posting by the United States post office; or (c) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

To Seller: CITY OF LIVERMORE
Attn.: City Manager
1052 S. Livermore Avenue
Livermore, CA 94550
Tel.: 925.960.4150

To Buyer: Livermore Area Recreation and Park District
Attn.: General Manager
4444 East Avenue
Livermore, CA 94550
Tel.: 925.373.5700

With a Copy to: Andrew Shen
Renne Public Law Group
350 Sansome Street, Suite 300
San Francisco, CA 94104
Tel.: 415.848.7200

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15. Title VI. To the extent that Title VI applies to this transaction, the Parties shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to comply with the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

16. No Discrimination. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

17. Default. Failure or delay by either Party to perform any covenant, condition, or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured Party shall give written notice of default to the Party in default, specifying the default complained of. The defaulting Party shall immediately commence to cure such default and shall diligently complete such cure within ten days from the date of the notice. The injured Party shall have the right to terminate this Agreement by written notice to the other Party in the event of a default which is not cured within such ten-day period.

18. Interpretation. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate. The words "include" and "including" shall be interpreted as though followed by the words "without limitation." This Agreement shall be interpreted as though jointly prepared by both Parties.

19. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

20. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

21. Governing Law; Venue. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without reference to its choice of laws rules. The exclusive venue for any disputes or legal actions shall be in the Superior Court of California, County of Alameda.

22. Invalidity of Provision. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way effect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

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23. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

24. Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

25. Time of Essence. Time is of the essence of each provision of this Agreement.

26. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

27. Offer. Any delivery of unsigned copies of this Agreement is solely for the purpose of review by the Party to whom delivered, and neither the delivery nor any prior communications between the Parties, whether oral or written, shall in any way be construed as an offer by Buyer or Seller, nor in any way imply that Buyer or Seller is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Seller constitutes an offer which shall not be deemed accepted by Buyer unless and until this Agreement has been executed on behalf of Buyer by its City Manager or his/her designee as authorized by Buyer's City Council. Seller agrees that this offer shall be acceptable and cannot be revoked for a period of 30 days following presentation by Seller.

28. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "**holiday**" shall mean all holidays as specified in sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

29. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

30. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

31. No Third-Party Beneficiaries. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement.

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

32. Recitals; Exhibits. The above recitals and the following exhibits attached to this Agreement are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit 1 Legal Description of Parcel
Exhibit 2 LARPD Sunken Gardens Park
Exhibit 3 Grant Deed and Certificate of Acceptance
Exhibit 4 FIRPTA Certificate
Exhibit 5 Tenant Waiver and Release Form

[*Signatures on Following Page*]

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"SELLER":

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch, City Manager

Date: _____

APPROVED AS TO FORM:

By: DocuSigned by: Tara Mazzanti B099F65715704E2... Initial ADH
Tara Mazzanti, Senior Assistant City Attorney

"BUYER":

LIVERMORE AREA RECREATION AND PARK DISTRICT

By: Signed by: Mat Fuzie 80EF37A22080434...
Name: Mat Fuzie
Title: General Manager
Date: 1/16/2026 | 8:10 AM PST

APPROVED AS TO FORM:

By: Signed by: Andrew Shen 8E46162CBD3C42C...
Andrew Shen, Legal Counsel

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT 1 - PARCEL

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS FOLLOWS:

BEING ALL OF PARCEL3 OF PARCEL MAP 10858, FILED NOVEMBER 27, 2024, IN BOOK 360 OF MAPS AT PAGES 87 THROUGH 89, ALAMEDA COUNTY RECORDS, AS INSTRUMENT NO. 2024146480
CONTAINING 1.28 ACRES, MORE OR LESS.

RESERVING THEREFROM:

THE REAL PROPERTY DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN STORM DRAIN LINES AND APPURTENANCES THERETO UNDER, ON, AND OVER THOSE STRIPS OF LAND SHOWN ON SAID PARCEL AS "SDE" (STORM DRAIN EASEMENT). SAID STORM DRAIN EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM CONSTRUCTION OF ANY STRUCTURES, LANDSCAPING OR PLANTING.

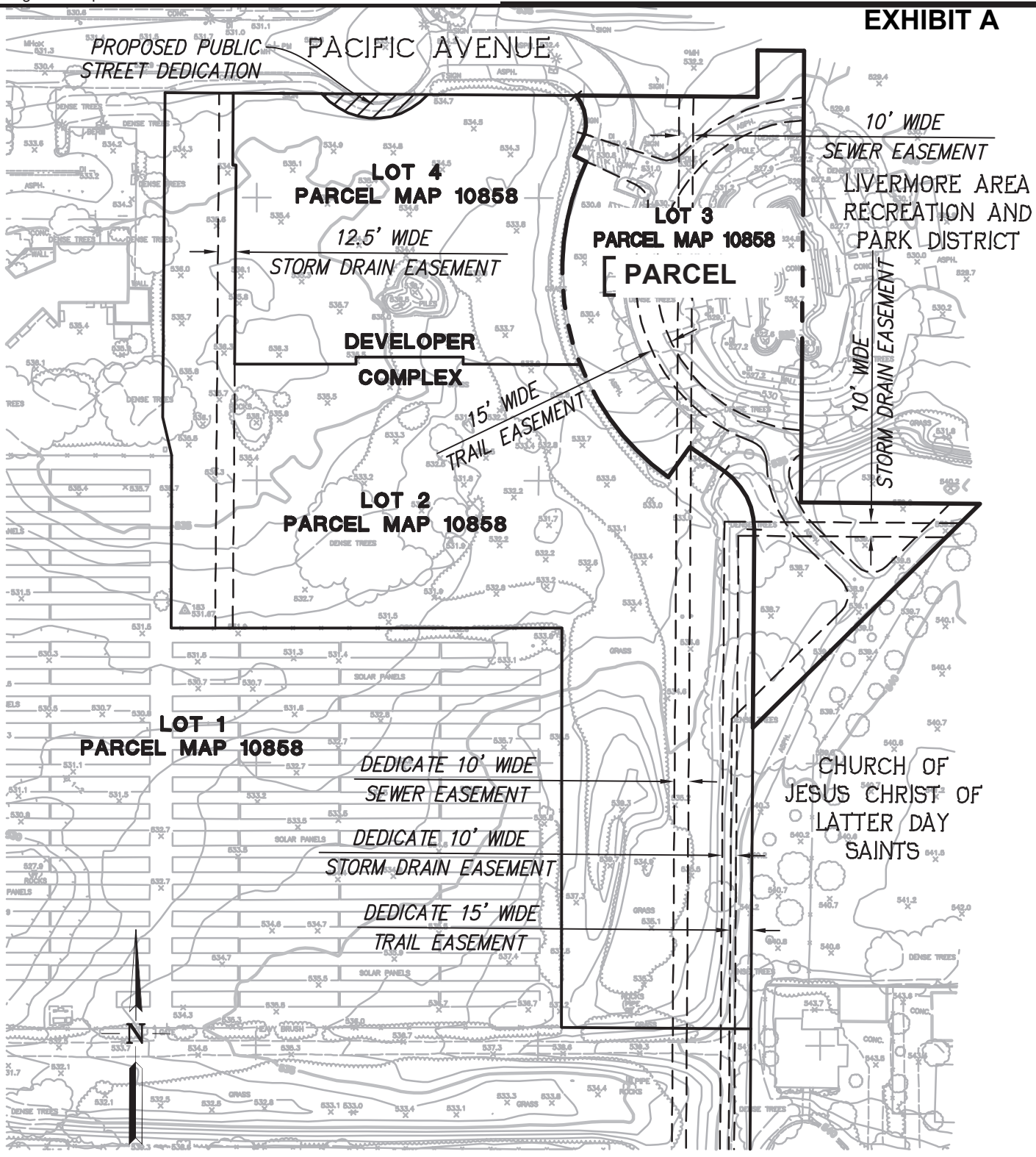
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THE REAL PROPERTY DEDICATED TO THE PUBLIC FOREVER AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN TRAILS AND APPURTENANCES THERETO UNDER, ON, AND OVER THOSE STRIPS OF LAND SHOWN ON SAID PARCEL AS "TE" (TRAIL EASEMENT), AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF PUBLIC ACCESS, CONSTRUCTING, RECONSTRUCTING, MAINTAINING OR REPAIRING SAID TRAILS AND APPRUTANCES THERETO, TOGETHER WITH THE RIGHT OFINGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG SAID TRAILS.

APN: 099-0950-016

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT A



SHEET 2 0F 2

EXHIBIT 1 - PARCEL

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

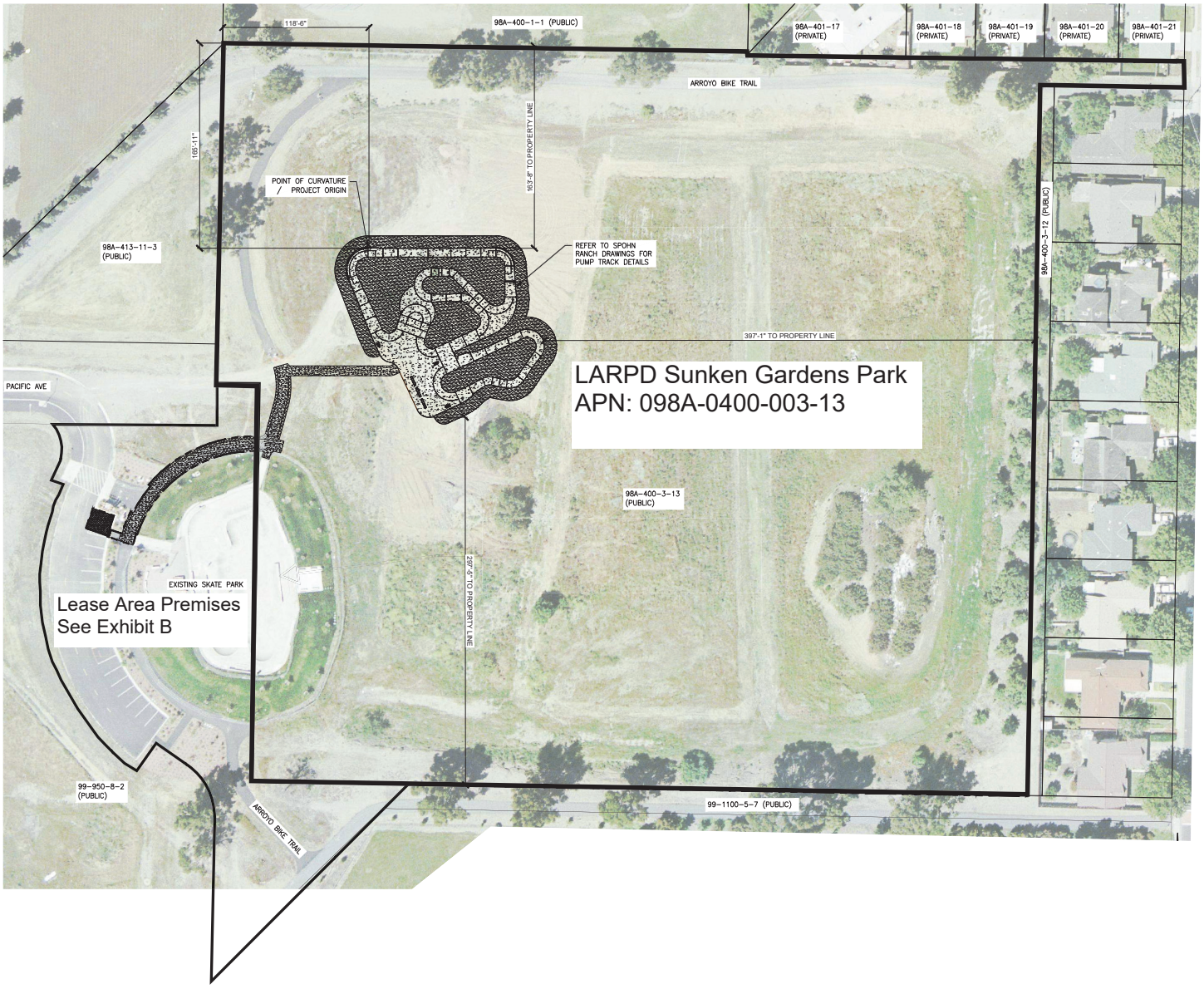
SHEET 14 0F 22

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 100'	3-21-2023	151084-T50

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SHEET 15 0F 22

EXHIBIT 2

LARPD SUNKEN GARDENS PARK

SCALE:	DATE:	JOB NO.:

EXHIBIT 3

EXHIBIT A

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 1117030219
APN: 099-0950-16

When Recorded Mail Document and Tax Statements to:

Livermore Area Recreation and Park District
4444 East Avenue
Livermore, CA 94550

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Exempt from Fee: GC 27383 & 27388.1

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00 No tax due, R&T 11922 Grantee is a governmental agency
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: ( ) City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
City of Livermore, a California municipal corporation
hereby GRANT(S) to
Livermore Area Recreation and Park District

that property in Unincorporated area of Alameda County, State of California, described as follows:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

SHEET 16 0F 22

EXHIBIT A

Date: _____

City of Livermore, a California municipal corporation

By:_____
Name:_____
Title:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____
County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____
(Typed or Printed) (Seal)

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT 3

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS FOLLOWS:

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CONTAINING 1.28 ACRES, MORE OR LESS.

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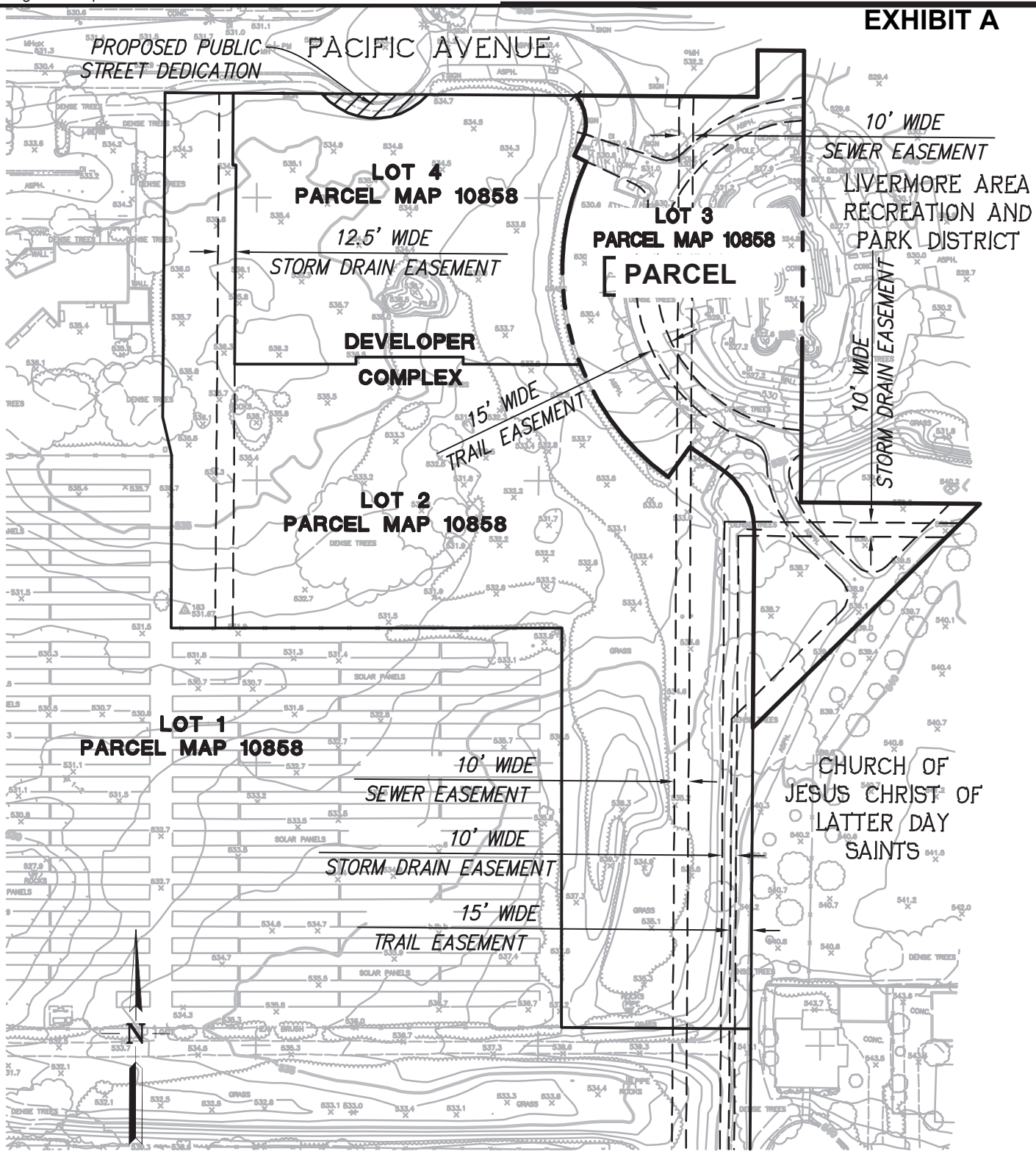
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APN: 099-0950-016

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT A



SHEET 2 0F 2

EXHIBIT 3

SHEET 19 0F 22

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed dated _____, 2026, from the City of Livermore to the Livermore Area Recreation and Park District, a governmental agency, is hereby accepted by order of the Livermore Area Recreation and Park District on January ___, 2026, pursuant to authority conferred by resolution of the Livermore Area Recreation and Park District Board of Directors adopted on January ___, 2026, and the Livermore Area Recreation and Park District consents to recordation thereof by its duly authorized officer or his designee:

Mat Fuzie
General Manager
Livermore Area Recreation and Park District

Dated:_____, 2026

By _____
Mat Fuzie, General Manager
and Ex-Officio Clerk to the Board of Directors

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT 4

FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1954, as amended ("**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest by City of Livermore, a California municipal corporation as Transferor, the undersigned hereby certifies the following:

1. The Transferor is not a non-resident alien for purposes of U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations);

2. The Transferor's U. S. taxpayer identification number or social security numbers are _____;

3. The Transferor's mailing address is _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct, and complete, and further declares that he/she has authority to sign this document on behalf of the Transferor.

Dated: _____, 202__

CITY OF LIVERMORE,
a California municipal corporation

By: _____
Marianna A. Burch, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Tara Mazzanti, Senior Assistant City Attorney

Docusign Envelope ID: F936D481-A1CF-4B2E-9D82-79AA2A3F74B1

EXHIBIT 5

FORM OF TENANT WAIVER AND RELEASE

Livermore Area Recreation And Park District ("LARPD") ("**Tenant**"), for itself and for its agents, successors and assigns, fully releases, acquits and discharges the City of Livermore and its officers, officials, board members, employees, attorneys, accountants, insurers, and agents, and all entities, boards, commissions, and bodies related to any of them from any and all claims, actions, demands, liabilities or costs ("**Claims**") arising out of or related to the termination of the Lease between City of Livermore(City as Property Owner) and LARPD on that certain approximately 1.28-acre parcel of real property located in the City of Livermore, County of Alameda, State of California (APN: 099-0950-16 and more particularly described in Exhibit 1 attached hereto (the "**Parcel**")on which Tenant operates and maintains a skate park recreational facility, including, without limitation, Claims for compensation, business goodwill and lost income (past or future), severance damages, economic or consequential damages, and other Claims of any kind and nature, claimed by Tenant, its agents, successors and assigns, by reason of the City of Livermore's termination of the Lease of said Parcel.

In connection with this Waiver and Release, Tenant expressly waives all rights under California Civil Code Section 1542, which provides that:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

_____
(TENANT'S INITIALS)

TENANT:
LIVERMORE AREA RECREATION AND PARK DISTRICT

By: _____
Name: Mat Fuzie
Its: General Manager
Date: _____, 202_

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution adding the Outdoor Electronic Kiosk Systems Project BL202630 to the 2025-2030 Capital Improvement Plan, authorizing an allocation of $460,000 of PEG Capital Fees (Fund 287) in Fiscal Year 2025-26, and authorizing execution of an agreement with Eflyn Electronics, in an amount not-to-exceed $358,246, to provide three outdoor kiosks for Outdoor Electronic Kiosk Systems Project BL202630.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:
1. Adding the Outdoor Electronic Kiosk Systems Project BL202630 to the 2025-30 Capital Improvement Plan;
2. Allocating $460,000 of PEG Capital Fees (Fund 287) in the Fiscal Year 2025-26 budget for the project; and
3. Authorizing the City Manager to execute an agreement with Eflyn Electronics, in an amount not to exceed $358,246 to provide three outdoor kiosks for Outdoor Electronic Kiosk Systems Project BL202630.

DECISION TYPE

Administrative

SUMMARY

Staff recommends establishing and allocating funding for the Outdoor Electronic Kiosk Systems Project BL202630, which will include purchasing and installing electronic kiosks at the Civic Center Meeting Hall (Council Chamber), Civic Center Library, and the downtown L Street Garage. Attachment 1 shows the proposed locations of the kiosks. Staff further recommends awarding an agreement in the amount of $358,246 for the purchase of the three outdoor kiosks to Elfyn Electronics. Eflyn Electronics submitted the top ranked proposal for these services.

DISCUSSION

In January 2025, the City issued a Request for Proposals (RFP) to solicit qualified solution providers

capable of delivering Outdoor Electronic Kiosk Systems to meet citywide communication and public information needs. Following a competitive RFP process, Eflyn Electronics was selected as the top ranked vendor.

The proposed kiosks are intended to enhance public access to City information by providing the ability to remotely display legislative agendas and supporting documents, livestream public meetings, and publish event information. Three kiosks are proposed for installation at high-visibility locations, including the Civic Center Meeting Hall (Council Chamber), the Civic Center Library, and the downtown L Street Garage.

The electronic kiosk improvements were not originally programmed for the 2025-30 Capital Improvement Plan; therefore, staff recommends establishing and funding a new capital project to complete the necessary purchase and foundation improvements. The project will be funded by Public, Educational, and Governmental Channels (PEG) Capital Fees (Fund 287).

The project will include the purchase of kiosks and associated site improvements, which may consist of demolition, excavation, installation of concrete foundations, conduit installation, and landscape restoration, as necessary to support three new electronic kiosks located at the Civic Center Meeting Hall, Civic Center Library and the downtown L Street Garage.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the Outdoor Electronic Kiosk Systems Project BL202630 will be allocated from PEG Capital Fees (Fund 287) in FY 2025-26, allowing construction to commence within the fiscal year. As shown in the table below and the proposed CIP worksheet provided as Attachment 2, total project costs are estimated to be approximately $460,000.

Contract Services	Eflyn Electronics	$358,246
Construction Services	DC Electronics	100,000
Estimated Total Project Cost		$460,000

Operation and maintenance costs are estimated at $4,800 per year and will be paid from the Information and Technology Fund (Fund 720).

COMMUNITY PILLAR

5: A City That Works

GOAL

6: Provide effective communication to and coordinate engagement with the community

ATTACHMENTS

1. Vicinity Map
2. Outdoor Electronic Kiosk Systems - BL202630
3. Resolution
4. Exhibit A - Eflyn Electronics Agreement

Prepared by: Deborah Davis
Executive Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



N

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mi

LEGEND

ALL LOCATIONS ARE APPROXIMATE

AddressPt

Address Type

- Primary Address
- Unit

Street Name Labels (White Font)

Parcels

Livermore City Limits

Alameda County

CITY OF LIVERMORE CALIFORNIA

Attachment 1

Date: 2/2/2026

Path: /Web Map



N

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mi

LEGEND

ALL LOCATIONS ARE APPROXIMATE

AddressPt

Address Type

- Primary Address
- Unit
- Utility

Street Name Labels (White Font)

Parcels

Livermore City Limits

Alameda County

CITY OF LIVERMORE CALIFORNIA

Attachment 1

Date: 2/2/2026

Path: /Web Map

OUTDOOR ELECTRONIC KIOSK SYSTEMS

Project No.: BL202630



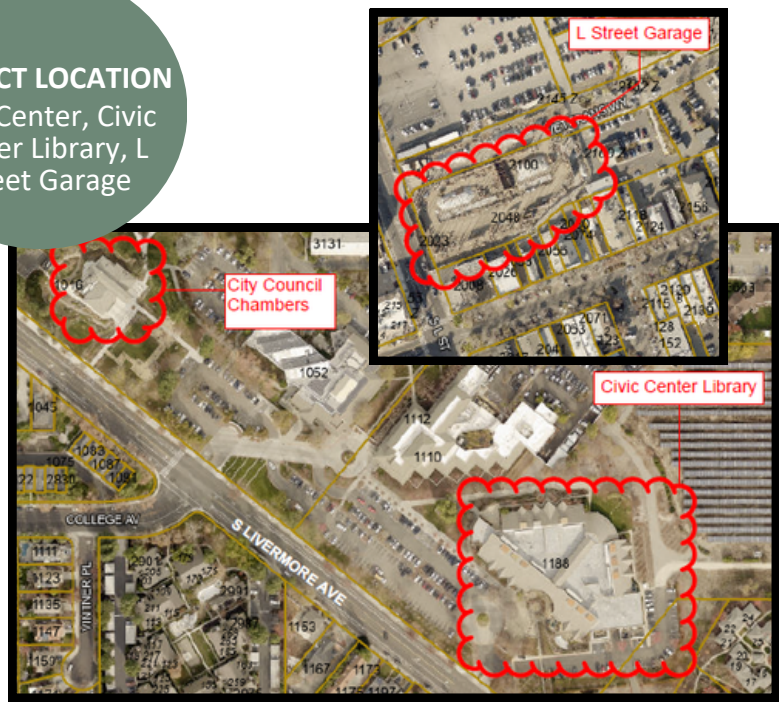
COMMUNITY PILLAR: A City That Works

GOAL: 6: Provide effective communication to and coordinate engagement with the community.

FUNDING: Project funding comes from PEG Capital Fees (Fund 287).

O&M COST ASSUMPTIONS: O&M costs will be approximately $4,800 annually.

PROJECT LOCATION
Civic Center, Civic Center Library, L Street Garage



Project Description:

This project will install three electronic kiosks outside the City Council Chambers, Civic Center Library, and L-Street Parking Garage. The kiosks will be interactive with the ability to livestream City Council meetings, provide wayfinding tools, event information, and other real-time information. Work on this project will consist of the purchase of the kiosks and any required demolition, excavation, installation, and landscape repair work.

Project Justification:

This project seeks to promote community engagement by giving residents easy, centralized access to up-to-date information with a user-friendly interface.

PROJECT FUNDING

Fund	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-45	Total
PEG Capital Fees (Fund 287)	$0	$460,000	$0	$0	$0	$0	$0	**$460,000**
TOTAL	**$0**	**$460,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$460,000**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADDING THE OUTDOOR ELECTRONIC KIOSK SYSTEMS PROJECT TO THE 2025-2030 CAPITAL IMPROVEMENT PLAN, AUTHORIZING AN ALLOCATION OF $460,000 OF PEG CAPITAL FEES (FUND 287) IN FISCAL YEAR 2025-26, AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH EFLYN ELECTRONICS, IN AN AMOUNT NOT-TO-EXCEED $358,246 TO PROVIDE THREE OUTDOOR KIOSKS

(OUTDOOR ELECTRONIC KIOSK SYSTEMS PROJECT BL202630)

The Outdoor Electronic Kiosk System Project will include the purchase of electronic kiosks and the installation of foundations and other ancillary infrastructure required to support the new electronic kiosks. The kiosks will be located at the Civic Center Meeting Hall, Civic Center Library, and the downtown L Street Garage.

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

1. Approves adding Outdoor Electronic Kiosk Systems Project BL202630 to the 2025-30 Capital Improvement Plan;
2. Authorizes allocating $460,000 in PEG Capital Fees (Fund 287) to the FY 2025-26 budget of the Outdoor Electronic Kiosk Systems Project BL202630; and
3. Authorizes the City Manager to execute an agreement with Eflyn Electronics, in an amount not-to-exceed $358,246, to provide three outdoor kiosks for Outdoor Electronic Kiosk Systems Project BL202630.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Clerk

Exhibit A – Eflyn Electronics Agreement

Purchase Agreement and Terms of Sale

This Purchase Agreement (“Agreement”) is effective as of the date of signature (“Effective Date”) and is made between Eflyn Electronics Ltd., (“Seller”), a CORPORATION organized under the laws of California, with offices at 8570 Stanton Ave, Buena Park, CA 90620, and City of Livermore (“Buyer”) with offices at 1052 S Livermore Ave, Livermore, CA 94550.

Seller and Buyer are hereinafter collectively agreed to the following reference terms: Seller and Buyer as “Parties”

Physical/Tangible products collectively as “Goods”

Software Products and Services collectively as “Services”

Buyer will be deemed to have accepted these Purchase Agreement and Terms of Sale if any Goods or Services are sold, supplied, or delivered by the Seller to the Buyer or an invoice is delivered by the Seller to the Buyer in respect of such Goods or Services.

1. ENTIRE AGREEMENT: This Purchase Agreement and Terms of Sale is between Seller, its subsidiaries, affiliates, divisions, successors and assigns, and Buyer, its subsidiaries, affiliates, divisions, successors and assigns and form the entire agreement between Seller and Buyer and apply to all transactions between Seller and Buyer unless otherwise specifically agreed to in writing. Buyer acknowledges that standard business forms of Buyer, including enquiry via website, email, purchase order, and or requests for proposal may be used in the ordinary course of business between Seller and Buyer, but that such standard business forms will only be used to define the description, quantity, price, and destination of Goods to be sold, supplied or delivered by the Seller to Buyer. All prior oral or written agreements, including but not limited to Buyer's purchase order, which are different from or purport to be in addition to these Purchase Agreement and Terms of Sale are not applicable and are not binding on the Seller.

2.**TERM:** The term of this Agreement commences on February 1, 2026, and terminates upon the completion of the Services or June 30, 2031, whichever occurs first.

3. PRICE: The total compensation payable by Buyer to Seller for Goods and Services SHALL NOT EXCEED the sum of $358,246. Buyer shall compensate Seller as set forth in Pricing Overview included in the Scope of Work.

4. PAYMENT: Buyer will authorize the Seller to invoice the Buyer fifty percent (50%) at the time of order and the final fifty percent (50%) upon completion of full installation and on-site training. In the event the Buyer fails to make any payment to the Seller when due, Buyer's entire account(s) with the Seller will become immediately due and payable. If Buyer is in default for non-payment, then in addition to any other remedies available to the Seller, the Buyer agrees to

pay and shall indemnify and hold harmless the Seller in respect of such interest together with all of the costs, losses, charges, expenses and liabilities of the Seller related or incidental to its collection efforts or the enforcement of any of its rights in connection with such default (including legal fees).

5. SHIPMENT: All orders are shipped F.O.B. point of shipment unless otherwise noted in this agreement or appendices attached herein. Risk of loss will transfer to Buyer upon tender of Goods to Buyer, Buyer's representative, or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. If Buyer causes or requests a delay of shipment, or if the Seller ships or delivers an order erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, all storage and other additional costs and risk will be borne by Buyer.

6. DELIVERY: Delivery to the job site or other location indicated by Buyer constitutes delivery to Buyer, regardless of whether Buyer or Buyer's agent is at such location at the time of delivery or signs a delivery receipt. Seller will make a Good faith effort to complete the delivery of all Goods ordered by Buyer as indicated by Seller in writing; provided, however, that Seller assumes no responsibility or liability and will not accept any back charge for any loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including but not limited to as a result of Seller's non-performance caused by an act of God, war, labor disputes, civil unrest, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind which is beyond the control of Seller.

7. TERMINATION AND REFUNDS: All sales are final. No Goods may be returned to Seller without Seller’s prior written authorization or express consent under special circumstances at the discretion of the Seller. Buyer has fourteen (14) days from the time of delivery to inform Seller if they would like to refund or exchange the Good under special circumstances. The Seller will assess the Goods and decide if the Goods are eligible for repairs, replacements, or a refund of the Goods provided. With all refunds, a 20% restocking fee applies and will be deducted from the amount returned to the Buyer. Following the fourteen (14) day policy, Seller will assess all deficiencies on an individual case by case basis. Seller does not provide refunds or exchanges on customized hardware Goods, software setup & configuration, data entry fee, activation fee, custom vinyl wraps, delivery, and installation.

8. INSPECTION AND ACCEPTANCE: Buyer shall examine all goods upon receipt and prior to installation. All claims for damage, shortage, errors in shipment or improper delivery must be made to Seller in writing within five (5) business days of delivery, after which date Buyer will be deemed to have irrevocably accepted the Goods, if not previously accepted, and will have no right to reject the Goods or to revoke acceptance.

9. EXCLUSION OF WARRANTY AND LIMITATION OF LIABILITY: Buyer waives any right to legal action against Seller for damage caused by the Goods sold, supplied or delivered by Seller. Any warranty is void if there has been misuse, accident, modification, unsuitable physical or operating environment, improper maintenance, storage or installation. Buyer's sole and

exclusive remedy will be the repair, replacement or refund of the purchase price paid for the Goods returned during the relevant manufacturer's warranty period. All matters relating to payment terminal(s) are the responsibility of the payment merchant and all issues pertaining to the payment terminal(s) will be made directly to the merchant either by the Buyer or through the Seller on behalf of the Buyer. SELLER DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIES WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT, IN ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES SUFFERED BY THE BUYER AND IN NO EVENT WILL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE GOODS SOLD, SUPPLIED OR DELIVERED TO BUYER. For complete warranty terms **Refer to Appendix A.**

10. INDEMNIFICATION: Seller shall indemnify, hold harmless and defend Buyer and its employees, officers, directors, volunteers and agents from and against any action, cause of action, judgment or claim for damages to property or bodily injury, loss of sales due to hardware/software service interruption, loss of life, liability of any nature (including the violation of any applicable laws or regulations in connection with the sale, transportation, installation, use or repair of the Goods sold, supplied or delivered by Seller), costs, or expenses including reasonable legal fees to the extent caused by the negligent act or omission.

11. INSURANCE: Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit A against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant 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.

12. CONFIDENTIALITY: The Buyer understands the kiosk solution is cloud-based and authorizes the Seller to have access to all kiosk data. The Seller will not disclose data to any third party, will not make copies of data without the Buyer's written consent and will not use data for personal use or distribution. The Seller will act in good faith and use data solely to provide technical assistance to the Buyer.

13. SEVERABILITY: This Purchase Agreement and Terms of Sale will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any of the provisions contained in these Purchase Agreement and Terms of Sale are held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction; provided, however, that if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provisions will be severed from the remainder of these Purchase Agreement and Terms of Sale without affecting the enforceability or validity of the remaining provisions.

14. NON-WAIVER: The failure of Seller to insist upon strict performance of any of these Purchase Agreement and Terms of Sale will not be deemed to be a waiver of any of the rights

or remedies of Seller, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Purchase Agreement and Terms of Sale will be valid unless in writing signed by Seller.

15. GOVERNING LAW: DISPUTE RESOLUTION: Buyer agrees that all matters relating to your purchase, including all disputes, will be governed by the laws of United States and by the laws of California without regard to its conflicts of laws provisions. The parties agree to the personal jurisdiction by and venue in the state and federal courts in Alameda County, California, and waive any objection to such jurisdiction or venue. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Seller and Buyer arising out of or in connection with your use of the equipment, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If Seller is unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

16. SOFTWARE: In the case where the solution(s) purchased as indicated in the invoice include Eflyn E Suite software licensed from the Seller, the Buyer agrees to the terms and conditions specified in **Appendix B - End-User License Agreement (EULA) of E Suite.**

I acknowledge that I have read and understand all the Purchase Agreement and Terms of Sale above and by signing below I accept this Purchase Agreement and Terms of Sale. I also confirm that I have the authority to bind this corporation.

BUYER DETAILS: Business Name: City of Livermore Name: _____ Title: _____ Date: _____	_____ **SIGNATURE** (I have the authority to bind the corporation)

Appendix A
Limited Consumer Warranty for Eflyn Digital Hardware – California

100. PURPOSE AND SCOPE

100.1 This Limited Consumer Warranty (this "Warranty") sets out the warranty coverage offered by Eflyn for certain Eflyn-branded digital hardware products (the "Product") purchased and delivered in the State of California.

100.2 This Warranty covers defects in materials and workmanship under normal consumer use, subject to the terms, exclusions, and limitations stated below.

100.3 This Warranty applies only to the hardware Product. Software, firmware, cloud services, third-party applications, and content are governed by their own applicable terms and are not warranted under this document except as expressly stated in the definition of Warranted Functionality.

100.4 Security. Notwithstanding Eflyn's maintenance of an information security program and implementation of safeguards designed to protect the Product and any Eflyn-provided software, firmware, and related services, including SOC 2–aligned controls, as applicable, no system can be guaranteed to be completely secure or uninterrupted. Accordingly, Eflyn does not warrant that the Product, any software/firmware, or any online service will be free of vulnerabilities, immune from unauthorized access, or uninterrupted. Issues arising from customer networks, credentials, third-party services, or security incidents are addressed in Section 105.

101. PARTIES

101.1 "Eflyn," "we," "us," or "our" means the Seller identified in the final invoice or receipt for the Product (the "Seller").

101.2 "You" or "Customer" means the original end-user purchaser—whether an individual or an organization (including a business, government agency, educational institution, or other entity)—that purchased a new Product from Eflyn or an Eflyn-authorized reseller for use in California.

101.3 "Authorized Reseller" means a reseller expressly authorized by Eflyn to sell the Product, as determined by Eflyn records.

102. DEFINITIONS

102.1 "Product" means the Eflyn-branded digital hardware device(s) identified on your invoice/receipt, including internal components and in-box accessories shipped as part of the same Product configuration. Separately purchased accessories, peripherals, consumables, installation materials, mounting hardware, and third-party devices are not included unless expressly listed on your invoice as included within the Product configuration.

102.2 “Warranty Period” means the time period stated in Section 103.

102.3 “Warranted Functionality” means the Product’s materially functional operation consistent with Eflyn’s published documentation for that Product model and configuration, excluding issues caused by excluded conditions in Section 105.

102.4 “Service” means warranty troubleshooting, repair, replacement, advance replacement, in-person service, or other remedial action provided by Eflyn under this Warranty.

102.5 “RMA” means Return Merchandise Authorization, which may be required before shipping any Product to Eflyn.

102.6 “Advance Replacement” means Eflyn ships a replacement Product or replacement part before Eflyn receives the original Product/part, subject to Section 111.4.

102.7 “On-Site Service” means in-person technician dispatch by Eflyn or its designated service provider under Section 109.

103. WARRANTY PERIOD

103.1 Standard Coverage. Unless otherwise specified on the final invoice, the Warranty Period is two (2) years from the date the Product is delivered to you.

103.2 Extended Coverage (EflynCare+). If your invoice confirms purchase of an EflynCare+ extended warranty plan, the Warranty Period is extended by the additional coverage term stated on your invoice (the “EflynCare+ Term”). The total Warranty Period will equal the Standard Coverage term plus the EflynCare+ Term, measured from the date the Product is delivered to you, subject to the applicable EflynCare+ terms on your invoice or plan document.

103.3 Replacement or Repaired Product Coverage.

(a) A repaired Product is covered for the remainder of the then-applicable Warranty Period.

(b) A replacement Product is covered for the remainder of the then-applicable Warranty Period or ninety (90) days from the date the replacement is delivered to you, whichever is longer.

104. WHAT THIS WARRANTY COVERS

104.1 Eflyn warrants that during the Warranty Period the Product will be free from defects in materials and workmanship under normal consumer use.

104.2 If a defect covered by this Warranty arises during the Warranty Period, Eflyn will, at its option:

(a) repair the Product,

(b) replace the Product with a new, refurbished, or remanufactured unit that is the same or functionally equivalent,

(c) provide replacement parts, or

(d) refund the purchase price you paid for the Product (excluding taxes and fees unless required by applicable law), if Eflyn determines repair or replacement is not commercially reasonable.

104.3 Scope of Covered Remedy. For approved warranty repairs or replacements, Eflyn will cover the cost of necessary replacement parts, labor to perform the authorized repair (depot or remote), and two-way shipping as stated in Section 108.

104.4 Exclusions From Covered Remedy. Unless expressly included in writing, this Warranty does not cover installation, removal, reinstallation, mounting, construction, electrical work, conduit, lifts, site modifications, or other contractor-type services.

104.5 Touchscreen and Display Coverage. Touchscreen/display coverage is governed by Section 104.6 and the exclusions in Section 105.

104.6 Touchscreen and Display Terms.

(a) Covered touchscreen/display failures include manufacturing defects and internal component failures that materially impair Warranted Functionality (for example, a non-responsive touch controller, internal display failure, or other internal defect not caused by impact, liquid ingress, or misuse).

(b) Not covered: cracked glass, chipped edges, punctures, scratches, scuffs, dents, pressure marks, impact damage, vandalism, liquid damage, corrosion, and other accidental damage; burn-in/image retention caused by abnormal or improper use; cosmetic blemishes that do not materially affect Warranted Functionality; and issues caused by improper cleaning agents or methods.

(c) Service method: touchscreen/display repairs are typically performed as depot service. Eflyn may, at its discretion, offer On-Site Service under Section 109.

(d) On-site labor: On-Site Service, if offered, is subject to Section 109 and may be covered or billable as stated therein.

105. WHAT THIS WARRANTY DOES NOT COVER

105.1 This Warranty does not cover any problem caused by, arising from, or attributable to:

(a) accident, abuse, misuse, neglect, improper handling, vandalism, theft, impact damage, drops, crushing, punctures, glass breakage, cosmetic damage that does not affect Warranted Functionality, or other accidental damage;

(b) improper installation, removal, transportation, or packaging, including damage from inadequate packing during shipment;

(c) operation outside rated environmental conditions (including temperature, humidity, dust, liquids, corrosion, salt-air exposure) or use inconsistent with Product documentation;

(d) power-related issues, including improper voltage, faulty wiring, lack of surge protection, power surges, lightning, insufficient grounding, or generator/UPS misconfiguration;

(e) unauthorized modification, tampering, or repair, including opening sealed enclosures, bypassing safety features, flashing non-approved firmware, rooting/jailbreaking, or altering/removing serial-number labels;

(f) use with incompatible, unsuitable, or unauthorized peripherals, accessories, software, services, or networks;

(g) normal wear and tear, consumables, and items expected to be replaced through normal use (including, where applicable, paper, ink/toner, batteries, filters, fuses, cables, connectors, external adapters, and routine maintenance items);

(h) data loss, corruption, inability to access data, accounts, or content, whether stored locally or in any cloud service;

(i) third-party products or services not manufactured by Eflyn, even if packaged or sold with the Product, except to the extent Eflyn expressly states otherwise on the invoice (third-party items may be covered by the third-party manufacturer's warranty);

(j) security incidents, unauthorized access, credential compromise, malware, phishing, misconfiguration, or issues arising from your network, firewall rules, DNS, certificates, identity providers, VPNs, content filters, or other customer-controlled infrastructure; or

(k) issues caused by third-party changes or outages (including ISP issues, cloud provider outages, third-party API changes, or third-party software updates not controlled by Eflyn).

105.2 This Warranty does not guarantee uninterrupted operation, error-free operation, uptime, availability, performance on third-party networks, or the continued compatibility of any third-party services.

105.3 Vandalism/Impact/Accidental Damage Boundary. Damage due to vandalism, impact, or accidental events is excluded under this standard Warranty. Eflyn may provide a paid repair estimate on a case-by-case basis under Section 118.

106. YOUR RESPONSIBILITIES

106.1 You are responsible for:

(a) following Product documentation and safety instructions,

(b) maintaining appropriate power protection (e.g., surge suppression) and operating conditions,

(c) backing up data regularly; and

(d) removing or securely wiping confidential information before sending a Product for Service, where feasible.

106.2 If you cannot remove data due to a fault, you acknowledge that Eflyn may need to access the Product for diagnostic purposes. Eflyn is not responsible for loss of data or confidentiality issues resulting from a Product malfunction.

107. HOW TO OBTAIN WARRANTY SERVICE

107.1 Contact. To request Service, contact Eflyn:

(a) Website: www.eflyn.com

(b) Phone: (905) 566-0606

(c) Email (Warranty/Support intake): support@eflyn.com

(d) Legal questions: legal@eflyn.com

107.2 Troubleshooting and Remote Triage. Eflyn may require reasonable troubleshooting steps (remote diagnostics, logs, photos, or video) to confirm eligibility and identify the issue. Remote triage is a prerequisite for On-Site Service and Advance Replacement unless Eflyn approves an exception in writing.

107.3 Proof of Purchase. Eflyn may validate your purchase through its records. If Eflyn cannot validate, you may be required to provide proof of purchase.

107.4 RMA Requirement. Eflyn may issue an RMA and shipping instructions. Do not ship a Product without an RMA if one is required.

107.5 Packaging. You must package the Product securely in accordance with Eflyn instructions and Section 108.5. Damage caused by inadequate packaging is not covered.

108. Two-Way Shipping Covered by Eflyn for Warranty-Eligible Service

108.1 Covered Two-Way Shipping. For Service claims that Eflyn confirms are covered by this Warranty, Eflyn will cover two-way shipping costs by arranging carrier pickup and/or providing prepaid return shipping labels and instructions.

108.2 Shipping Method. Eflyn will select the carrier and service level (typically standard ground). If you request expedited shipping, you are responsible for any incremental cost unless Eflyn agrees otherwise in writing.

108.3 Shipping Documentation. You must use the RMA and shipping instructions provided by Eflyn. Eflyn may decline or delay processing of Products shipped without an RMA where required.

108.4 Non-Covered Claims. If Eflyn determines the issue is not covered by this Warranty, Eflyn may offer a paid repair option under Section 118, and you may be responsible for shipping costs and/or diagnostic fees to the extent permitted by law and disclosed to you before charges apply.

108.5 Packaging Requirements.

(a) Use the original packaging if available. If not available, use equivalent protective packaging, including sufficient padding to protect the Product from drops and transit vibration.

(b) Remove and retain removable media and personal items. Do not include accessories, mounts, cables, keys, or other items unless Eflyn specifically requests them.

(c) Clearly label the shipment with the RMA and follow all carrier requirements.

(d) Damage caused by inadequate packaging is not covered and may be handled as a non-warranty repair under Section 118.

108.6 Transit Risk. For covered Service returns using Eflyn-provided labels or Eflyn-arranged pickup, Eflyn covers shipping charges. Title and ownership of your Product do not transfer merely by shipment. If Eflyn replaces your Product, the replaced unit becomes Eflyn property under Section 104.3.

108.7 Advance Replacement Shipping. If Eflyn approves Advance Replacement, shipping is covered as stated in this Section 108, subject to Section 111.4 regarding return obligations and any applicable deposit/authorization.

109. IN-PERSON TECHNICIAN SERVICE

109.1 Eflyn may, at its sole discretion, elect to dispatch a technician for On-Site Service when Eflyn determines it is reasonable, efficient, or necessary (for example, when remote resolution is not feasible or when the Product configuration warrants onsite work).

109.2 Remote triage is required before any On-Site Service unless Eflyn approves an exception in writing.

109.3 Availability and Geographic Limits. On-Site Service availability may be limited by geography, distance, service partner coverage, site access constraints, and scheduling. Eflyn may require depot Service instead.

109.4 Access and Safety. If On-Site Service is approved:

(a) you must provide safe, reasonable access to the Product and the installation environment;

(b) you must ensure the site meets basic safety and power requirements; and

(c) the technician may refuse or pause service if conditions are unsafe or materially inconsistent with Product requirements.

109.5 Scope of On-Site Service. On-Site Service is limited to work Eflyn authorizes on the Product itself. Construction, electrical work, mounting, conduit, structural modifications, lifts, and other contractor-type services are excluded unless explicitly included in writing.

109.6 Covered vs. Billable On-Site Service. If Eflyn elects On-Site Service as the warranty remedy for a covered defect, Eflyn will cover the authorized on-site labor for that remedy. If On-Site Service is requested by you or is offered by Eflyn as an optional convenience (including for non-warranty issues), travel, on-site labor, and related costs may be billable and will be quoted for approval in advance.

110. SERVICE LEVEL TARGETS

110.1 The following targets are guidelines, not guarantees. Actual times may vary due to parts availability, carrier performance, distance, weather, and other factors outside Eflyn control.

110.2 Business Hours. Unless otherwise stated in writing, “Business Hours” means Monday to Friday, 9:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays.

110.3 Severity Definitions.

(a) Severity 1 (Critical): Product is non-functional or unusable for its primary intended function. No reasonable workaround.

(b) Severity 2 (High): Major functional impairment; primary functions significantly degraded. Workaround may exist but is limited.

(c) Severity 3 (Medium): Partial impairment or intermittent issue with practical workaround.

(d) Severity 4 (Low): Cosmetic issues, general questions, documentation requests, or non-urgent configuration guidance.

110.4 SLA Table.

Severity	Example Impact	Remote Initial Response Target	Remote Triage Target	In-Person Dispatch Target
Sev 1	Device down, cannot perform primary function	Within 2 Business Hours	Same Business Day (best effort)	Within 1–3 Business Days
Sev 2	Major degradation, limited workaround	Within 1 Business Day	Within 2 Business Days	Within 3–7 Business Days
Sev 3	Minor/intermittent issue	Within 2 Business Days	Within 5 Business Days	As scheduled, if approved
Sev 4	Informational/cosmetic	Within 5 Business Days	As agreed	Not applicable

110.5 Depot Repair/Replacement Target (After Receipt). For covered returns, Eflyn's typical target is to complete repair or ship a replacement within 5–10 Business Days after the Product is received, subject to parts availability.

111. REPLACEMENT PRODUCTS AND PARTS

111.1 Any replacement may be new, refurbished, or remanufactured, and may contain new or used parts that meet Eflyn quality standards.

111.2 Functionally Equivalent Replacement. If the exact model is not available, Eflyn may provide a functionally equivalent replacement.

111.3 Data and Configuration. Replacement Products may not include your data, software configuration, or content. You are responsible for restoring data and configuration unless Eflyn has separately agreed to a paid migration service.

111.4 Advance Replacement Option (If Approved).

(a) Availability. Eflyn may, at its discretion, offer Advance Replacement for certain covered issues, models, or parts, typically for Severity 1 or Severity 2 cases after remote triage.

(b) Return Obligation. If Eflyn ships an advance replacement Product or part, you must return the original Product or part within fourteen (14) calendar days of delivery of the replacement (or other timeframe stated by Eflyn in writing) using Eflyn-provided instructions.

(c) Authorization/Deposit. Eflyn may require a credit card authorization or deposit to secure the return of the original Product/part. If the original is not returned within the required period, or is returned with missing components beyond normal wear, Eflyn may charge the replacement value or the difference in value, as permitted by law and disclosed at the time of authorization.

(d) Condition and Packaging. The original Product/part must be returned in reasonable condition consistent with the reported defect and normal use, and packaged per Section 108.5. Damage due to inadequate packaging may result in a non-warranty handling under Section 118.

112. LIMITATIONS OF LIABILITY

112.1 To the maximum extent permitted by law, Eflyn is not responsible for special, indirect, incidental, or consequential damages, including loss of profits, revenue, business interruption, loss of data, security incidents, or loss of use, arising out of or related to the Product or this Warranty.

112.2 To the maximum extent permitted by law, Eflyn's total liability for any claim arising out of or related to this Warranty will not exceed the amount you paid for the Product.

112.3 Some limitations may not apply to you depending on applicable law. Nothing in this Warranty is intended to limit any non-waivable rights or remedies you may have under California or federal consumer protection laws.

113. IMPLIED WARRANTIES AND CONSUMER RIGHTS

113.1 This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

113.2 Implied warranties, including the implied warranty of merchantability and fitness for a particular purpose, may apply to you. Where permitted by applicable law, the duration of implied warranties is limited to the shortest duration allowed. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

114. DISPUTE RESOLUTION

114.1 If you have a concern, please contact Eflyn first so we can attempt to resolve it through our support process.

114.2 Nothing in this Warranty limits your right to pursue remedies available under applicable law.

115. GOVERNING LAW

115.1 This Warranty is governed by the laws of the State of California, without regard to conflict of laws principles, except where such principles are required to apply the consumer protection laws of another jurisdiction.

116. CHANGES TO THIS WARRANTY

116.1 Eflyn may update the form of this Warranty for future sales. The version applicable to your purchase is the version provided with your Product or referenced on your invoice/receipt at time of purchase.

117. CONTACT INFORMATION

117.1 Warranty/Support Requests: support@eflyn.com

117.2 Legal Inquiries: legal@eflyn.com

117.3 Website: www.eflyn.com

117.4 Phone: (905) 566-0606

118. NON-WARRANTY SERVICE

118.1 If Eflyn determines an issue is not covered by this Warranty (including vandalism, impact damage, accidental damage, liquid damage, corrosion, or excluded causes in Section 105), Eflyn may, at its discretion, offer non-warranty diagnostic and repair services for a fee.

118.2 Estimates and Approval. Non-warranty service may require inspection and diagnosis. Eflyn may provide a written estimate for parts, labor, and shipping. No non-warranty repair will be performed without your approval of the estimate.

118.3 Costs. Unless prohibited by law, you are responsible for non-warranty costs, including diagnostic fees (if disclosed in advance), parts, labor, and shipping.

118.4 Declined Estimates. If you decline a non-warranty estimate after Eflyn receives the Product, Eflyn may return the Product to you at your expense and may charge disclosed diagnostic or handling fees to the extent permitted by law.

118.5 Limited Service Warranty. If Eflyn performs a paid non-warranty repair, Eflyn may provide a limited service warranty on the specific repaired component or labor as stated on the repair invoice.

Appendix B
End-User License Agreement (EULA) of E Suite
Effective Date: January 1, 2022

This End-User License Agreement (EULA) of E Suite referred to as the "Service" is between the Seller ("Seller", "us", "we" or "our") and the Buyer ("Buyer", "you" or "your").

1. General Service Terms

1.1. The Service. E Suite is a cloud-based program with various modules such as self checkout, wayfinding, unmanned donation, ads campaigns management, ticketing system and various other custom applications inclusive of any and all functionalities, application programming interface, and tools.

1.2. Modification or Discontinuation of the Service. We may add, modify or discontinue any feature, functionality or any other tool, within the Service and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Service, then we will notify you by posting an announcement on the Sites and/or via the Service or by sending you an email.

1.3. No Contingency on Future Releases and Improvements. You hereby acknowledge that your purchase of the Service and/or Third Party Services (as defined below) hereunder are not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain Service beyond its current Subscription Term; or (ii) Third Party Services, or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.

1.4. Ability to Accept Terms. If you access and use the Sites and/or the Service, you represent and warrant that you are at least 16 years old. The Sites and/or Service are only intended for individuals aged sixteen (16) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

2. Account Registration and Administration

2.1. Account Registration. To register to the Service for the first time, you will be provided account credentials as part of the on-boarding process. The first user of the Account is automatically assigned as the Account administrator (the "Admin").

Your Registration Information. When creating an Account or when you are added into an Account and creating your user profile (the "User Profile"), you : (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your User Profile and password, including any integration or any other use of third party Goods or services (and associated

disclosure of data) in connection with the Service; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. Buyer will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.

2.3. User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you or the Admin lose access to an Account or otherwise request information about an Account, we reserve the right to request from you or such Admin (as the case may be) any verification we deem necessary before restoring access to or providing information about such Account.

2.4. Account Admins. The Admin(s) of an Account are, severally and jointly, deemed as the authorized representatives of the Buyer, and any decision or action made by any Admin, is deemed as a decision or action of Buyer. An Admin may assign or add other members of the Account as Admins, which possess important privileges and controls over the use of the Service and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade the Service; (ii) create, monitor or modify Users' actions and permissions; (iii) manage the access to, control, remove, share content or otherwise change, all or part of the Buyer's Data (as defined below); and (iv) integrate or disable integration with Third Party Services. You also acknowledge that your Account can become managed by a representative of the entity that owns or controls the email address domain with which your Account was created or registered.

2.5 Other Users. There are several types of Account users, such as guests, viewers and team members, all of whom are defined within the Service and referred to herein as "Authorized Users", and collectively with the Admin, the "Users". The features and functionalities available to the Users are determined by the respective subscription plan governing such Account, and the privileges of each such Authorized User are assigned and determined by the Account Admin(s)..

2.6. Responsibility for Authorized Users. Buyer is solely liable and responsible for understanding the settings, privileges and controls for the Service and for controlling whom Buyer permits to become a User and what are the settings and privileges for such User, including without limitation, the right for a User to invite other Users (either paid or unpaid), the right to incur charges on the Account, the right to access, modify or share boards, etc. Buyer is responsible for the activities of all of its Users, including Invoice and how Users use the Buyer's Data, even if those Users are not from Buyer's organization or domain. Further, Buyer acknowledges that any action taken by a User of Buyer's Account, is deemed by us as an authorized action by Buyer, hence Buyer shall have no claim in this regard.

3. Your Buyer's Data

3.1 Buyer's Data. Buyer's Data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any User and is processed by us on Buyer's behalf (the "Buyer's Data"). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Buyer's Data. Buyer retains all right, title, interest and control, in and to the Buyer's Data, in the form submitted to the Service. Subject to these Terms, Buyer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Buyer's Data, and solely to the extent that reformatting Buyer's Data for display in the Service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore- mentioned license is hereby granted solely: (i) to maintain and provide you the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a Good faith belief, or have received a complaint alleging, that such Buyer's Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2. Responsibility for Buyer's Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Buyer's Data that you submit, post or display on or through the Service; (ii) the Buyer's Data is in compliance with, and subject to, our Acceptable Use Policy (available on www.eflyn.com); and (iii) the Buyer's Data you submit, your use of such Buyer's Data, and our use of such Buyer's Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the "Laws"); violate any of your or third party's policies and terms governing the Buyer's Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Buyer's Data, and you shall be solely responsible for Buyer's Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Seller shall not monitor and/or moderate the Buyer's Data and there shall be no claim against Seller of not acting so.

3.3. No Sensitive Data. You shall not submit to the Service any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and supplemented, or any similar legislation in other jurisdiction, unless Buyer and Seller separately enter into a HIPAA Business Associate Agreement; and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

4. Public User Submissions.

4.1. Public User Submissions. The Sites may have certain features that allow you to submit comments, information, and other materials publicly (collectively, “Public User Submissions”) and share such Public User Submissions with other Users, or the public. By submitting Public User Submissions through the Sites, you grant us a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Public User Submissions for any purpose, business, including without limitation, for publicizing and promoting Seller, the Service and/or the Sites and for any other lawful purpose, in any media format (e.g. in-print, websites. electronically, broadcast), and you hereby waive, or to the extent legally prohibited, assign to Seller, any moral rights in your Public User Submissions.

4.2. Responsibility for Public User Submissions. You acknowledge and agree that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Public User Submissions that you submit, post or display on or through the Service; (ii) we do not control, and are not responsible for, other content and/or submissions, posted on our Sites and/or Service by others; (iii) by using the Service and/or Sites, you may be exposed to content and/or submissions by other users or site visitors that is offensive, indecent, inaccurate, misleading, or otherwise unlawful; (iv) any Public User Submissions are submitted in accordance with, and subject to our Acceptable Use Policy.

5. Intellectual Property Rights; License.

5.1. Our Intellectual Property. The Service and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Buyer's Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “Seller Materials”), are the property of Seller and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between both Parties, Seller retains all right, title and interest, including all intellectual property rights, in and to the Seller Materials.

5.2. Buyer Reference. Buyer acknowledges and accepts that Seller has the right to use Buyer’s name and logo to identify Buyer as a Buyer of Seller or User of the Service, on Seller’s website, marketing materials or otherwise by public announcements.

5.3. Your Access and Use Rights. Subject to the Purchase Agreement and Terms of Sale, and your compliance thereof, and specifically in strict compliance with our Acceptable Use Policy, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Service and Sites, during the applicable Subscription Term, solely for Buyer’s internal purposes.

5.4. Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense,

disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) take any action that imposes or may impose (at Seller's sole discretion) an unreasonable or disproportionately large load on the Seller infrastructure or infrastructure which supports the Sites or Service; (vi) interfere or attempt to interfere with the integrity or proper working of the Service or Sites, or any related activities; (vii) remove, deface, obscure, or alter Seller's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without Seller's prior written approval; (viii) use the Service or Sites for competitive purposes, including to develop or enhance a competing service or Good; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

5.5. API Use. We may offer an application programming interface that provides additional ways to access and use the Service ("API"). Such API is considered a part of the Service, and its use is subject to all these Terms. Without derogating from Sections 5.1 through 5.4 hereof, you may only access and use our API for Buyer's internal business purposes, in order to create interoperability and integration between the Service and other Goods, services or systems you and/or Buyer use internally. When using the API you should follow our relevant developer guidelines. We reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or Buyer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

6. Privacy and Security

6.1. Security Seller implements reasonable security measures and procedures to assist in protecting your Data.

6.2. Privacy Policy. As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy available on www.EFLYN.com) from, and/or about, you. Please read our Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

6.3. Anonymous Information. Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving and publicizing our Goods and services, including the Sites and Service, and for other business purposes. "Anonymous Information" means information which does not enable identification of an

individual, such as aggregated and analytics information. Seller owns all Anonymous Information collected or obtained by Seller.

7. Third Party Services; Links.

7.1. Third Party Services. The Service enables you to engage and procure certain third party services, Goods, apps and tools in connection with the Service, including, without limitation, third party applications and widgets offered via our integrations offering or which you decide to connect through our API, as part of the Service (collectively, “Third Party Services”).

7.2. Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of a Third Party Service (the “Third Party Agreement”). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Service with the Third Party Agreement.

7.3. Integration with a Third Party Service and your Buyer's Data. Through the Service you and any other Authorized User within the Account, may enable an integration of your Account, including, boards within your Account (or a portion thereof), with Third Party Services, which will allow an exchange, transmission, modification or removal of data between us and the Third Party Service, including without limitation, the Buyer's Data, the scope of which is determined by the applicable actions set by such integration. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Buyer's Data, by a Third Party Service, is governed by the Third Party Agreement, including any applicable privacy policy, and Seller is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Buyer's Data, by the Third Party Service or for such Third Party Service privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, you acknowledge and agree that: (a) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the Third Party Service and other data activities you may conduct or may permit third parties, including the Third Party Service, to conduct; (b) the activities and use of the data by you and any other Users within the Account, may result in a modification and/or removal of data, either in the Account (i.e. Buyer's Data) and in the integrated Third Party Service. We shall have no obligation of any kind, for any such modification and/or removal of data, either in the Account with us and/or the integrated Third Party Service.

7.4. Use Conditions and Limitations. Both Seller and a Third Party Service may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain Third

Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Service or the Third Party Service or otherwise notified to you or to any other relevant User of the Account.

7.5. Payment for Third Party Services. Third Party Services may be offered free of charge or for a certain fee, either charged directly by the Third Party Service or by Seller. Wherever the Third Party Service requires a payment, it shall be indicated next to the offering of the Third Party Service, unless such price is included within the Subscription Plan (as defined below) for the Service. Whenever Seller charges Buyer on behalf of itself and not as an agent on behalf of the Third Party Service, the payment terms, including the payment of fees, renewal and refund policy, are governed by Sections 8 and 9 herein. Whenever Seller charges Buyer on behalf of the Third Party Services, then Buyer acknowledges that Seller serves only as an intermediary role in facilitating or collecting the applicable fees and taxes from Buyer, for the Third Party Service, thus all payment related issues, including the payment of fees, renewal and refund policy, are governed by the Third Party Agreement.

7.6. Change of Fees. Buyer acknowledges that Seller and any Third Party Service, may change the fees for the Third Party Service from time to time, including imposing a new charge on a Third Party Service that was provided for free.

7.7. Discontinuation of a Third Party Service. Each of Seller and the Third Party Service reserves the right to discontinue the use or suspend the availability of any Third Party Service, for any reason and with no obligation to provide any explanation or notice. Such discontinuation may result in the inability to utilize certain features and actions of the Third Party Service along with our Service.

7.8. Links. The Sites, Service and/or any Third Party Services may contain links to third party websites that are not owned or controlled by us (the “Links”). You acknowledge that we have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party websites. You:
(i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a Buyer, all Users’, use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

7.9. LIMITATIONS OF LIABILITY. SELLER BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICE’S OPERABILITY OR INTEROPERABILITY WITH OUR SERVICE, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY

SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE'S OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT, MEET YOUR NEEDS.

8. Subscription Term, Renewal and Fees Payment.

8.1. Subscription Term. The Service is provided on a subscription basis for the term specified in your Invoice and/ or Purchase Agreement, in accordance with the respective subscription plan purchased.

8.2. Subscription Fees. In consideration for the provision of the Service (except for Trial Service), Buyer shall pay us the applicable fees per the purchased Subscription, as set forth in the applicable Invoice (the "Subscription Fees"). Unless indicated otherwise, Subscription Fees are stated in US dollars. Buyer hereby authorizes us, either directly or through our payment processing service, to charge such Subscription Fees via Buyer's selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Buyer if such change may affect Buyer's existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Buyer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

8.3. Taxes. The Subscription Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, Goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms and the purchase or sale, of the Service hereunder (the "Taxes"), except for Taxes imposed on our income. If Buyer is located in a jurisdiction which requires Buyer to deduct or withhold Taxes or other amounts from any amounts due to us, please notify us, in writing, promptly and we shall join efforts to avoid any such Tax withholding, provided, however, that in any case, Buyer shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Subscription Fees, payable by Buyer.

8.4. Subscription Upgrade. During the Subscription Term, Buyer may upgrade its Subscription Plan by either: (i) adding Authorized Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding add- on features and functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, "Subscription Upgrades"). Some Subscription Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term and some won't, as indicated within the Service and/or the Invoice. Upon a Subscription Upgrade, Buyer will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise in an Invoice), either: (1) prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Buyer will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Buyer upon the date on which the Subscription Upgrade was made.

8.5. Excessive Usage. We shall have the right, including without limitation where we, at our sole discretion, believe that Buyer and/or any of its Users, have misused the Service or otherwise use the Service in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the Subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Service, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

8.6. Billing. As part of registering, or submitting billing information, to the Service, Buyer agrees to provide us with updated, accurate and complete billing information, and Buyer authorizes us (either directly or through our affiliates, subsidiaries or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Buyer's payment method or designated banking account, and to make any inquiries that we may consider necessary to validate Buyer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Buyer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Buyer's credit card company).

8.7. Subscription Auto-Renewal. The Seller will disable the auto-renewal option by default unless otherwise requested by the Buyer. Upon renewal, the Seller will issue an invoice for the Buyer's authorization prior to processing any subscription renewals.

8.8. Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Buyer received a special discount or other promotional offer, Buyer acknowledges that upon renewal of its Subscription, Seller will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

8.9. Credits. Any credits that may accrue to Buyer's Account, for any reason (the "Credits"), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such Credits were given; or (ii) in case such Credits accrued for an Account with a Trial Subscription (as defined below) that was not upgraded to a Subscription Plan, then upon the lapse of 90 days of such Credits' accrual. Unless specifically indicated otherwise, Credits may be used to pay for the Services only and not for any Third Party Service or other payment of whatsoever kind. Whenever fees are due for any Services, accrued Credits will be first reduced against the Subscription Fees and the remainder will be charged from Buyer's respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value and will not be transferable or refundable.

8.10. Payment through Reseller. If Buyer purchased a Service from a reseller or distributor authorized by us ("Reseller"), then to the extent there is any conflict between these Terms and the agreement entered between Buyer and the respective Reseller, including any purchase order ("Reseller Agreement"), then, as between Buyer and Seller, these Terms shall prevail.

Any rights granted to Buyer and/or any of the other Users in such Reseller Agreement which are not contained in these Terms, apply only in connection with the Reseller. In that case, Buyer must seek redress or realization or enforcement of such rights solely with the Reseller and not Seller. For clarity, Buyer's and its Users' access to the Service is subject to our receipt from Reseller of the payment of the applicable Fees paid by Buyer to Reseller. Buyer hereby acknowledges that at any time, at our discretion, the billing of the Subscription Fees may be assigned to us, such that Buyer shall pay us directly the respective Subscription Fees.

9. Refund Policy; Chargeback.

9.1. Refund Policy. If Buyer is not satisfied with its initial purchase of a Service, Buyer may terminate such Service by providing us a written notice, within 14 days of having first ordered such Services (the "Refund Period"). In the event that Buyer terminates such initial purchase of a Service, within the Refund Period, we will refund Buyer the Subscription Fees paid in respect of such terminated Subscription, in the same currency we were originally paid (the "Refund"). If the Service includes one- time setup and/or activation fees such fees are non-refundable and will not be subject to the Refund Policy. The Refund is applicable only to the initial purchase of the Service by Buyer and does not apply to any additional purchases, upgrades, modification or renewals of such Service. Please note that the Refund amount may be different than the amount Buyer was charged due to currency changes and third party fees, such as wire transfer fees, and we shall not be responsible for any differences caused by change of currency exchange rates or fees that Buyer was charged by third parties. After the Refund Period, the Subscription Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Buyer's Refund request.

9.2. Non-Refundable Services. Certain Services such as activation and one-time setup fees may be non- refundable. In such an event we will identify such Services as non-refundable, and Buyer shall not be entitled, and we shall not be under any obligation, to terminate the Service and give a Refund.

9.3. Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Subscription Fees on Buyer's Account ("Chargeback"), this will be considered as a breach of Buyer's payment obligations hereunder, and Buyer's use of the Service may be disabled or terminated and such use of the Service will not resume until Buyer re-subscribes for any such Service, and pay any applicable Subscription Fees in full, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these Terms or applicable law.

10. Term and Termination; Suspension

10.1 Term. These Terms are in full force and effect, commencing upon the Effective Date, until the end of the Service underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

10.2 Termination for Cause. Either Buyer or us may terminate the Service and these Terms, upon written notice, in case that (a) the other party is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

10.3. Termination by Buyer. Buyer may terminate its Subscription to the Service by cancelling the Service and/or deleting the Account, whereby such termination shall not derogate from Buyer's obligation to pay applicable Subscription Fees except where such termination is made within the Refund Period. In accordance with Section 9 above, unless mutually agreed otherwise by Buyer and us in a written instrument, the effective date of such termination will take effect at the end of the then- current Subscription Term, and Buyer's obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain in full force and effect, and Buyer shall not be entitled to a refund for any pre-paid Subscription Fees.

10.4. Effect of Termination of Service. Upon termination or expiration of these Terms, Buyer's Subscription and all rights granted to you hereunder shall terminate, and we may change the Account's web address. It is Buyer's sole liability to export the Buyer's Data prior to such termination or expiration. In the event that Buyer did not delete the Buyer's Data from the Account, we may continue to store and host it until either Buyer or we, at our sole discretion, delete such Buyer's Data, and during such period, Buyer shall still be able to make a limited use of the Service in order to export the Buyer's Data (the "Read-Only Mode"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Buyer, and subsequently, the Buyer's Data will be deleted. Buyer acknowledges the foregoing and its sole responsibility to export and/or delete the Buyer's Data prior to the termination or expiration of these Terms, and therefore we shall not have any liability either to Buyer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Buyer from its obligation to pay due Subscription Fees.

11. Suspension

11.1 Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole

discretion, that you or any third party, are using the Service in breach of these Terms or applicable Law; (iii) Buyer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Buyer's or any of its Users' breach of the Acceptable Use Policy. The afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

12. Confidentiality

12.1. Confidential Information. In connection with these Terms and the Service (including the evaluation thereof), each party ("Disclosing Party") may disclose non-public business, product, technology and marketing information, including without limitation, Buyer's lists and information, know- how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the "Confidential Information") to the other party ("Receiving Party"). For the avoidance of doubt, (i) Buyer Data is regarded as Buyer's Confidential Information, and (ii) our Site, Service, Trial Service and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Service, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

12.2. Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

12.3. Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

13. Warranty Disclaimer

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

13.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITES AND THE SERVICE ARE PROVIDED ON AN "AS IS", “WITH ALL FAULTS” AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

13.2. WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE SERVICE AND SITES, INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WON’T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICE ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT YOU AND/OR YOUR DATA (INCLUDING BUYER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.

13.3. EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION (I) THAT OUR SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITES.

14. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

14.1. IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III)

ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.2. EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A BUYER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD- PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15. Specific Laws; Reasonable Allocation of Risks

15.1. Specific Laws. Except as expressly stated in these Terms, we make no representations or warranties that your use of the Service is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Service

15.2. Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

16. Indemnification

Indemnity Conditions. The defense and indemnification obligations of the indemnifying party in this Purchase Agreement are subject to: (i) the indemnified party shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this Section 16, except to the extent the indemnifying party’s defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably

withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

17. Insurance

Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit A against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant 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.

18. Third Party Components within Our Service

Our Service includes third party codes and libraries that are subject to third party open source license terms (the "Open Source Code" and the "Open Source Terms", respectively). Some of such Open Source Terms determine that to the extent applicable to the respective Open Source Code licensed thereunder, such terms prevail over any conflicting license terms, including these Terms. We use our best endeavors to identify such Open Source Code, within our Service, hence we encourage Buyer to familiarize itself with such Open Source Terms. Note that we use best efforts to use only Open Source Codes that does not impose any obligation or affect the Buyer Data or related intellectual property (beyond what is stated in the Open Source Terms and herein), on an ordinary use of our Service that does not involve any modification, distribution or independent use of such Open Source Code.
Notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any Open Source Codes.

19. Modifications

Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide the Buyer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending Buyer an email. Your continued use of the Service after the changes have been implemented will constitute your acceptance of the changes.

20. Governing Law; Jurisdiction

20.1. These Terms and any action related thereto will be governed and interpreted by and under the laws of CA, United States without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in CA, United States, shall have the sole and exclusive jurisdiction and venue over all

controversies and claims arising out of, or relating to, these Terms. You and us mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Notwithstanding the foregoing, Seller reserves the right to seek injunctive relief in any court in any jurisdiction.

20.2. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND Seller AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Seller mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

20.3. Mediation. To the extent permitted under applicable Law, you and Seller hereby irrevocably agree to the following provisions:

20.3.1 Dispute Resolution. Any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these Terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these Terms) will first be resolved by the parties agreeing to try to resolve the dispute through informal discussions. If either party feels that informal efforts are not sufficient to resolve a dispute, it may initiate mediation before a single mediator at JAMS Mediation, Arbitration and ADR Services (JAMS) in Alameda County, California or other alternative dispute resolution procedures mutually agreed to by the parties, before a mediator agreed to by both parties.

Each party agrees to execute any and all documents as may be necessary to engage in mediation, and the cost of any mediation shall be paid equally by the parties. In the event of litigation, the prevailing party shall recover costs of such proceedings from the non-prevailing party.

20.3.2. Exception. Notwithstanding clause 19.3.1 above, you and Seller both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. In addition to the above, notwithstanding clause 19.3.1 above, Seller may file a suit in a court of law against you to address intellectual property infringement claims.

20.3.3. Notice; Process. A party who intends to seek mediation must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Dispute Notice"). The Dispute Notice must (i) describe the nature and basis of the claim . Without derogating from the generality of the confidentiality protection under Section 18.3.3 above, all documents and information disclosed in the course of the mediation shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the mediation or the enforcement of the mediator's decision and award and shall

not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable Law. Except as required to enforce the mediator's decision and award, neither you nor us shall make any public announcement or public comment or originate any publicity concerning the mediation, including, but not limited to, the fact that the parties are in dispute, the existence of the mediation, or any decision or award of the mediator.

21. General Provisions

21.1. Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, and terrorism.

21.2. Relationship of the Parties; No Third-Party Beneficiaries. The parties are independent contractors. These Terms and the Service provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Terms.

21.3. Notice. We shall use your contact details that we have in our records, in connection with providing you notices, subject to this Section 20.4. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to Seller Ltd., attn: General Counsel, at legal@eflyn.com, or sent to 8570 Stanton Ave, Buena Park, CA 90620.

21.4. Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Seller, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 20.5 shall be null and void.

21.5. Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be

contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

21.6. No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Public hearing, landowner election, declaration of results, and actions related to formation of Community Facilities District No. 2026-1 (Garaventa Services) located north of Altamont Creek Elementary School along Bear Creek Drive pursuant to the Mello-Roos Community Facilities Act of 1982.

RECOMMENDED ACTION

Staff recommends the City Council take the following actions in connection with the proposed formation of Community Facilities District No. 2026-1:

1. Conduct the public hearing and consider written and oral protests;
2. Adopt the resolution of formation of a Community Facilities District;
3. Adopt a resolution calling a special landowner election for a community facilities district, and direct the City Clerk to complete the landowner elections;
4. Adopt a resolution declaring the results of the special landowner election and, if the election is successful, direct recording of Notice of Special Tax Lien; and
5. Introduce an ordinance levying special taxes within the CFD.

DECISION TYPE

Administrative

SUMMARY

To meet the conditions of approval for Tentative Tract 8094, north of Altamont Creek Elementary School along Bear Creek Drive, the property owner, Livermore LT Ventures I Group, LLC, has submitted a signed petition and consents to the formation of Community Facilities District No. 2026-1 (Garaventa Services) (the "CFD").

A petition was filed by the property owner, Livermore LT Ventures I Group, LLC, requesting the City Council undertake proceedings under the Mello-Roos Act and waive all applicable election notices and waiting periods to expedite the completion of the district formation. On January 12, 2026, the City Council adopted a Resolution of Intention to form the CFD, approving the Rate and Method of

Apportionment of Special Tax ("RMA") for the CFD, calling for a public hearing, and directing the City Engineer to prepare and file with the City Clerk a CFD Report describing the services that will be provided by the CFD and an estimate of the fair and reasonable costs to provide the services and incidental expenses associated with the CFD.

Following the public hearing, the City Council may establish the CFD and call for a special landowner election. The property owner will vote on: (1) the levy of the special taxes on taxable property in the CFD pursuant to the RMA; and (2) the appropriation limit for the CFD. The first-year assessment of the special tax for the property will reflect the costs of maintaining the improvements and an additional amount to reimburse the City for costs of forming the CFD.

The maximum annual operation and maintenance costs for the CFD is estimated at $142,213 for FY 2025-26. This cost will be spread over the 44 residential units within Vesting Tentative Tract 8094. This maximum annual operation and maintenance cost establishes the Max Cap of the annual assessment for the CFD 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 trails, landscaping, and other public infrastructure are required, through conditions of approval, to provide for the long-term maintenance of the new infrastructure.

The Garaventa Hills residential development Tract 8094, located north of Altamont Creek Elementary School along Bear Creek Drive, was conditioned to form a maintenance district to finance the maintenance and operation of the new storm drain outfalls to Altamont Creek, the multi-use trails located within the project's open space, long-term repair and replacement costs of the new pedestrian bridge that will connect Hawk Street to the Garaventa Hill Development for pedestrian and emergency vehicle access. The owners of the project have elected to form Community Facilities District 2026-1 (Garaventa Services) pursuant to the Mello-Roos Act of 1982.

The City Council received a petition from the property owner, Livermore LT Ventures I Group, LLC, requesting initiation of formation of a CFD to finance certain ongoing public maintenance and services and waiving the otherwise applicable election time periods and procedures. The City Council adopted a Resolution of Intention to form the CFD and set a public hearing for February 23, 2026, for consideration of the formation of the CFD, including the levy of special taxes according to the RMA and the proposed services to be financed by the special taxes. The RMA has been reviewed by the property owner and is attached to the Resolution of Formation. The boundary map was recorded in the Alameda County real property records, a notice of the public hearing has been published, and a Community Facilities District Report has been prepared and has been published on the City's website.

The areas to be maintained with the Garaventa Hills Maintenance and Services CFD funding include:

- New storm drain outfalls to Altamont Creek
- The multi-use trails located within the project's open space
- Long-term repair and replacement costs of the new pedestrian bridge that will connect Hawk Street to the Garaventa Hill Development for emergency vehicle access

Cost for administration of the CFD maintenance items, 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.

On February 2, 2026, a ballot was mailed to the property owner, referencing the RMA. Ballots are due to the City Clerk no later than 7:00 pm on February 23, 2026.

The City Council will conduct the public hearing. The public hearing provides an opportunity for public inquiry into the formation of the CFD (including the RMA and the proposed services). At the conclusion of the public hearing, the City Council is asked to consider and adopt the following resolutions:

1. A Resolution of Formation of Community Facilities District and Authorizing and Directing Actions Related Thereto; and
2. A Resolution Calling a Special Landowner Election for a Community Facilities District and Authorizing and Directing Actions Thereto.

After calling the special election and receiving the sealed ballot, the City Clerk will open and tabulate the ballot and announce the results of the election. The number of votes allocated to the property owner is based on the number of acres; the Mello-Roos Act specifies that each property owner in the CFD will be allocated one vote for each acre or portion of an acre of taxable property owned in the CFD. The City Clerk will then complete the election canvass.

Assuming two-thirds of the votes cast at the election are in favor of the ballot measure, the City Council will consider and is asked to adopt the following resolution and introduce the following ordinance:

- A Resolution Declaring Results of a Special Landowner Election and Directing Recording of a Notice of Special Tax Lien, and Authorizing and Directing Actions Related Thereto (the City Clerk's canvass will be attached to this Resolution); and
- An Ordinance Levying a Special Tax within City of Livermore Community Facilities District 2026-1 (Garaventa Services) (the "Ordinance").

Following these actions, the City Clerk will record a Notice of Special Tax Lien against the parcels of the CFD within 15 days after the election. The Ordinance authorizes and levies the Special Tax in perpetuity within the CFD in accordance with the RMA. The Ordinance will go into effect 30 days from the date of final passage, which is anticipated for the City Council meeting on March 9, 2026.

FISCAL AND ADMINISTRATIVE 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. The estimated annual cost for maintaining all the items in the Description of Services for the CFD is approximately $142,213.

The FY 2025-26 Special Tax Requirement Maximum Cap is estimated at $142,213, which is an average of $3,233 per residential unit. The maximum cap will escalate on July 1, 2026, and annually each July 1 thereafter, based upon the prior calendar year’s change in the Consumer Price Index (CPI)– All Urban Consumers (San Francisco-Oakland-San Jose, CA) plus one percent (CPI + 1%).

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

9: Facilitate new development consistent with the City's General Plan

ATTACHMENTS

1. CFD Report
2. Resolution of Formation
3. Exhibit A - Description of Services
4. Exhibit B - Rate and Method of Apportionment
5. Resolution Calling for Election
6. Exhibit A - Full Text of Ballot Measures
7. Exhibit B - Official Ballot
8. Resolution Declaring Results
9. Exhibit A - Canvass and Statement of Result of Election
10. Ordinance

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City of Livermore
Community Facilities District No. 2026-1
(Garaventa Services)

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

A. Description of Services

B. Proposed Boundaries of the Community Facilities District

C. Cost Estimate

D. Rate and Method of Apportionment of Special Tax

* * * * * * * * * * * *

EXHIBIT A – Description of the Services

EXHIBIT B – Boundary Map

EXHIBIT C – Cost Estimate

EXHIBIT D – Rate and Method of Apportionment of Special Tax

City of Livermore
Community Facilities District No. 2026-1
(Garaventa Services)

INTRODUCTION

On January 12, 2026, the Livermore City Council adopted "A Resolution of Intention to Establish City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Intention"), stating its intention to form the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Sections 53311 et. seq., California Government Code (the "Act") to finance certain municipal services (the "Services") by levying special taxes (the "Special Taxes") in the area of the CFD.

In the Resolution of Intention, the Council expressly ordered the preparation of a written report (the "Report"), for the CFD containing the following:

1. A description of the Services by type which will be required to adequately meet the needs of the CFD; and

2. An estimate of the fair and reasonable cost of the Services included therewith.

For particulars, reference is made to the Resolution of Intention, as previously approved and adopted by the Council.

NOW, THEREFORE, the undersigned does hereby submit the following data:

A. DESCRIPTION OF SERVICES. A general description of the proposed services is set forth in Exhibit "A" attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Services. The proposed boundaries of the CFD are described on the map set forth in Exhibit "B" attached hereto and hereby made a part hereof.

C. COST ESTIMATE. The cost estimate for the Services for the CFD is set forth in Exhibit "C" attached hereto and hereby made a part hereof.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. The method of financing the Services is through the imposition and levy of a special tax to be apportioned on the properties in the CFD under the rate and method of apportionment of special tax for the CFD (the "Rate and Method"). The proposed Rate and Method was attached as Exhibit "B" to the Resolution of Intention and is attached hereto as Exhibit "D".

Dated: 1/28, 2026

City Engineer of the City of Livermore

Joel Wardlaw

EXHIBIT A

CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)

DESCRIPTION OF SERVICES

Special Taxes collected in 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 properties in the CFD.

1. Trail Improvement Services

Trail Improvement Services include the maintenance, operation and repair and replacement of the multi-use trails within the project's open space. Trail Improvement Services also include trash pickup, weed control, and flood and storm protection services, clearing, removals and grading. The costs of Trail Improvement Services include any associated electricity, water, and other utility costs. Trail Improvements include, but are not limited to, maintenance, operation, repair and replacement of storm drain system (including pipe, catch basins and manholes), permeable swale, rip rap, pavement restoration and rehabilitation, sidewalks, curbs and gutters, driveways to adjacent roadways, bollards, retaining walls, gates, fences, signage and monuments.

2. Hawk Street Bridge Services

Hawk Street Bridge Services include the maintenance, operation and repair and replacement of the street improvements along Hawk Street. Hawk Street Bridge Services include, but are not limited to, maintenance operation, repair and replacement of AC pavement, Altamont School driveway, retaining wall, removable bollard, water line system, signage and striping. The costs of Hawk Street Bridge Services include any associated electricity, water, and other utility costs.

3. Storm Drain Outfall Services

Storm Drain Outfall Services include the maintenance, operation and repair and replacement of the storm drain outfalls to Altamont Creek. Storm Drain Outfall Services include, but are not limited to, maintenance, operation, repair and replacement of storm drain pipes, manholes, outfalls and rip rap dissipaters. The costs of Storm Drain Outfall Services include any associated electricity, water, and other utility costs.

4. 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.

MISCELLANEOUS ITEMS RELATED TO THE SERVICES

1. Definitions

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

b. "Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal.

2. Reserves. Special taxes may be used to fund operating reserves, capital reserves, and "costs" and "incidental expenses" related to the authorized Services as those terms are defined in the Act.

3. Delinquencies. Special taxes may be levied to cure actual or estimated delinquencies in such special taxes for the current or previous fiscal years.

4. Performance of Services. The Services may be performed by the City, or the City may engage a third party (including any owner of property in the CFD or a property owners' association) by contract to perform the services.

5. 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 the City's legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda ("County") in connection with the levy and collection of the special taxes, costs related to property owner inquiries regarding 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. 2026-1
(Garaventa Services)

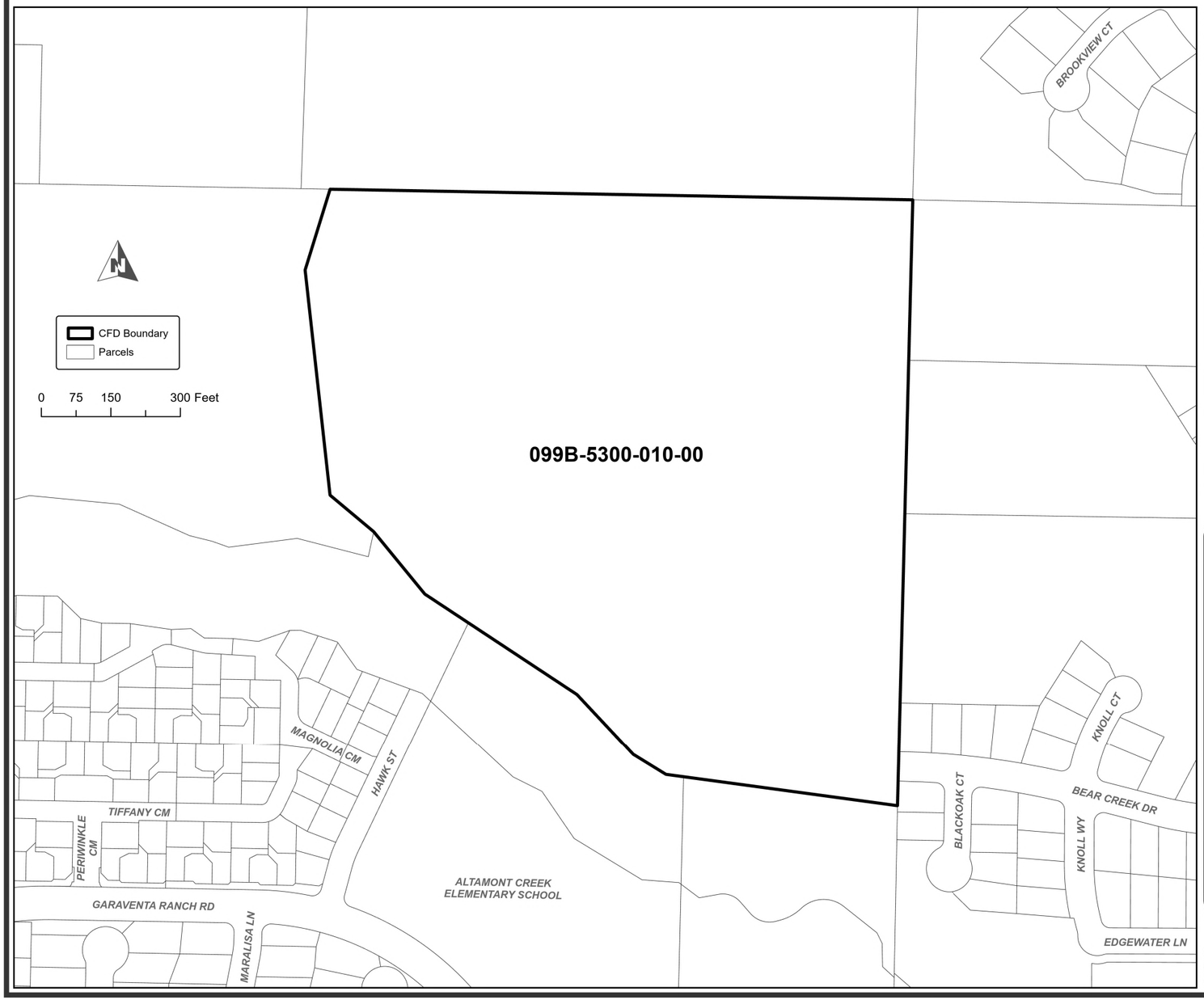
BOUNDARY MAP

Reference is hereby made to the map on file in the office of the City Clerk for a description of the boundaries of the CFD. A reduced copy of the Boundary Map for Community Facilities District No. 2026-1 (Garaventa Services) is included on the following page.

PROPOSED BOUNDARIES OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES)

EXHIBIT B

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__.

_____
ACTING CITY CLERK

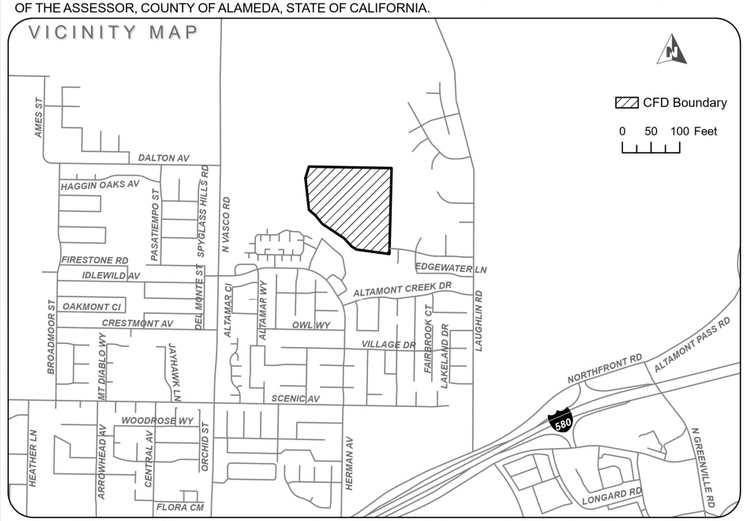
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES), CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
ACTING 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

NBS

EXHIBIT C

City of Livermore
Community Facilities District No. 2026-1
(Garaventa Services)

Cost Estimate

Direct Costs	Annual Cost Estimate
Subtotal Annual Services Costs	$116,496
10% Contingency	$11,650
10% City Administration costs	$11,650
CFD Administration	
Subtotal Contingency and Administration	$23,300
Total Annual Services, Contingency and Administration Costs	$139,796
Alameda County Collection Charge (1.7% of total)	$2,418
Total	$142,213

EXHIBIT D

City of Livermore
Community Facilities District No. 2026-1
(Garaventa Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(GARAVENTA SERVICES)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD No. 2026-1") each Fiscal Year commencing in Fiscal Year 2025/26, 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" that is separate from a primary Unit, as defined in California Government Code Section 66313, as may be amended from time to time, that is accessory to a primary Unit.

"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. 2026-1 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. 2026-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 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. 2026-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2026-1 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. 2026-1, 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. 2026-1" means the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2026-1.

"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. 2026-1 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. 2026-1 which are exempt from the Special Tax pursuant to Section E.

"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.

"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. 2026-1 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 Owners' Association" means any property owners' association. As used in this definition, a Property Owners' Association includes any home-owner's association, condominium owners' association, master or sub-association or non-residential owners' association.

"Property Owners' Association Property" means any property within the boundaries of CFD No. 2026-1 which is (a) owned by a Property Owners' Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owners' 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. 2026-1.

"Public Property" means any property within the boundaries of CFD No. 2026-1 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.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2026-1 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. 2026-

1 that is not classified as Developed Property, Open Space Property, Property Owners' 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. 2026-1 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. 2026-1. 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) which Parcels are Taxable Property; (ii) the number of Units or Building Square Footage each Parcel contains; (iii) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (iv) 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 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025/26*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$3,233.00	Unit
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates 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.

2. 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 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $3,233.00 Maximum Special Tax per Unit x 40% = $1,293.20 Maximum Special Tax for such ADU

3. 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 within CFD No. 2026-1, 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.

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 for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property.

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.

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 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.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development within CFD No. 2026-1, the Maximum Special Tax shall be assigned according to Table 1.

The planned development for CFD No. 2026-1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	44 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. 2026-1 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 Residential 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. 2026-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Non-Residential Property, Open Space Property, Property Owners' 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 53340.1 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. 2026-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2026-1, 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. 2026-1, 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. 2026-1.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OF FORMATION OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO 2026-1 (GARAVENTA SERVICES)

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"), the City Council (the "Council") of the City of Livermore (the "City") is authorized to establish a community facilities district and to act as its legislative body.

On January 12, 2026, this Council adopted Resolution No. 2026-004, entitled "A Resolution of Intention to Establish City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Intention"), stating its intention to form "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "CFD") pursuant to the Act in order to levy special taxes (the "Special Taxes") to finance all or a part of certain services (the "Services"), as described in the Resolution of Intention.

The Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the Services to be provided and the rate and method of apportionment of the Special Taxes to be levied within the CFD to pay for the Services (the "Rate and Method"), is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein.

On this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD.

At the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services to be provided therein and the levy of such Special Taxes according to the Rate and Method were heard and a full and fair hearing was held.

At the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises.

Written protests with respect to the formation of the CFD, the furnishing of specified types of Services and the Rate and Method have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed Special Taxes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED, the proposed CFD and the proposed Special Taxes to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 or section 53339.6 of the Act.

BE IT FURTHER RESOLVED, all prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Taxes have been duly considered and are hereby found and determined to be valid and in conformity with the Act. To the extent the proceedings conflict with the City of Livermore Goals and Policies for Land Secured Financings, adopted by the City Council pursuant to Resolution No. 2009-005 on January 12, 2009, such variances are hereby waived.

BE IT FURTHER RESOLVED, the community facilities district designated "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" of the City is hereby established pursuant to the Act.

BE IT FURTHER RESOLVED, the boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Alameda County Recorder's Office on January 23, 2026, in Book 19 of Maps of Assessment and Community Facilities Districts at Page 64, as document number 2026008580, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.

BE IT FURTHER RESOLVED, the Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit A, attached hereto, and by this reference incorporated herein.

BE IT FURTHER RESOLVED, that:

1. Except to the extent that funds are otherwise available to the CFD to pay for the Services, the Special Taxes, sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

2. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.

BE IT FURTHER RESOLVED, it is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD. The Services are

in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

BE IT FURTHER RESOLVED, the City Manager (or their designee) of the City of Livermore, City Hall, 1052 South Livermore Avenue, Livermore, CA 94550, telephone number 925-960-4040, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Taxes obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Taxes.

BE IT FURTHER RESOLVED, upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Taxes shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Taxes obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Taxes by the City ceases.

BE IT FURTHER RESOLVED, in accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at $5,000,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

BE IT FURTHER RESOLVED, pursuant to the provisions of the Act, the proposition of the levy of the Special Taxes and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election, the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

BE IT FURTHER RESOLVED, this resolution shall take effect upon its adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

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

EXHIBIT A

CITY OF LIVERMORE
Community Facilities CFD No. 2026-1
(Garaventa Services)

DESCRIPTION OF SERVICES

Special Taxes collected in 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 properties in the CFD.

1. Trail Improvement Services

Trail Improvement Services include the maintenance, operation and repair and replacement of the multi-use trails within the project's open space. Trail Improvement Services also include trash pickup, weed control, and flood and storm protection services, clearing, removals and grading. The costs of Trail Improvement Services include any associated electricity, water, and other utility costs. Trail Improvements include, but are not limited to, maintenance, operation, repair and replacement of storm drain system (including pipe, catch basins and manholes), permeable swale, rip rap, pavement restoration and rehabilitation, sidewalks, curbs and gutters, driveways to adjacent roadways, bollards, retaining walls, gates, fences, signage and monuments.

2. Hawk Street Bridge Services

Hawk Street Bridge Services include the maintenance, operation and repair and replacement of the bridge structure, abutments and street improvements along Hawk Street. Hawk Street Bridge Services include, but are not limited to, maintenance operation, repair and replacement of bridge structure & abutments, AC pavement, Altamont School driveway, retaining wall, removable bollard, water line system, signage and striping. The costs of Hawk Street Bridge Services include any associated electricity, water, and other utility costs.

3. Storm Drain Outfall Services

Storm Drain Outfall Services include the maintenance, operation and repair and replacement of the storm drain outfalls to Altamont Creek. Storm Drain Outfall Services include, but are not limited to, maintenance, operation, repair and replacement of storm drain pipes, manholes, outfalls and rip rap dissipaters. The costs of Storm Drain Outfall Services include any associated electricity, water, and other utility costs.

4. 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.

MISCELLANEOUS ITEMS RELATED TO THE SERVICES

1. Definitions

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

b. "Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal.

2. Reserves. Special taxes may be used to fund operating reserves, capital reserves, and "costs" and "incidental expenses" related to the authorized Services as those terms are defined in the Act.

3. Delinquencies. Special taxes may be levied to cure actual or estimated delinquencies in such special taxes for the current or previous fiscal years.

4. Performance of Services. The Services may be performed by the City, or the City may engage a third party (including any owner of property in the CFD or a property owners' association) by contract to perform the services.

5. 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 the City's legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda ("County") in connection with the levy and collection of the special taxes, costs related to property owner inquiries regarding 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.

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(GARAVENTA SERVICES)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD No. 2026-1") each Fiscal Year commencing in Fiscal Year 2025/26, 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" that is separate from a primary Unit, as defined in California Government Code Section 66313, as may be amended from time to time, that is accessory to a primary Unit.

"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. 2026-1 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. 2026-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 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. 2026-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2026-1 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. 2026-1, 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. 2026-1" means the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2026-1.

"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. 2026-1 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. 2026-1 which are exempt from the Special Tax pursuant to Section E.

"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.

"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. 2026-1 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 Owners' Association" means any property owners' association. As used in this definition, a Property Owners' Association includes any home-owner's association, condominium owners' association, master or sub-association or non-residential owners' association.

"Property Owners' Association Property" means any property within the boundaries of CFD No. 2026-1 which is (a) owned by a Property Owners' Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owners' 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. 2026-1.

"Public Property" means any property within the boundaries of CFD No. 2026-1 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.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2026-1 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. 2026-

1 that is not classified as Developed Property, Open Space Property, Property Owners' 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. 2026-1 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. 2026-1. 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) which Parcels are Taxable Property; (ii) the number of Units or Building Square Footage each Parcel contains; (iii) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (iv) 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 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025/26*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$3,233.00	Unit
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates 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.

2. 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 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $3,233.00 Maximum Special Tax per Unit x 40% = $1,293.20 Maximum Special Tax for such ADU

3. 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 within CFD No. 2026-1, 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.

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 for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property.

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.

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 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.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development within CFD No. 2026-1, the Maximum Special Tax shall be assigned according to Table 1.

The planned development for CFD No. 2026-1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	44 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. 2026-1 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 Residential 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. 2026-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Non-Residential Property, Open Space Property, Property Owners' 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 53340.1 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. 2026-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2026-1, 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. 2026-1, 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. 2026-1.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION CALLING SPECIAL LANDOWNER ELECTION FOR CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES)

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"), the City Council (the "Council") of the City of Livermore (the "City") is authorized to establish a community facilities district and to act as its legislative body.

This Council has adopted a resolution entitled "A Resolution of Formation of City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Formation"), ordering the formation of the "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "CFD"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of special taxes on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Act.

Pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special taxes and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that pursuant to the Act, the issues of the levy of the special taxes and the establishment of an annual appropriations limit shall be submitted to the qualified electors (as described below) of the CFD at an election called therefor as provided below.

BE IT FURTHER RESOLVED, this Council hereby finds that fewer than twelve (12) persons have been registered to vote within the territory of the CFD for each of the ninety (90) days preceding the close of the public hearings heretofore conducted by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof, such landowner owns in the CFD as of the close of the public hearing not exempt from the special taxes.

BE IT FURTHER RESOLVED, this Council hereby calls a special election to consider the issues described above, which election shall be held on February 23, 2026, and the results thereof canvassed at the meeting of this Council on February 23, 2026. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby

acknowledged that the City Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

Pursuant to Section 53326(d) of the Act, if all the qualified voters have voted, the election may be closed with the concurrence of the City Clerk.

BE IT FURTHER RESOLVED, the City Council hereby approves the full form of the ballot measure, attached hereto as Exhibit A. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit B, to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by a Voter Information Pamphlet (which shall include the Resolution of Formation and this Resolution as appendices) and all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

BE IT FURTHER RESOLVED, this Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measure are hereby waived, as provided in Section 53327 of the Act.

BE IT FURTHER RESOLVED pursuant to Section 50075.1 of the California Government Code, the following accountability provisions shall apply to the special taxes: (a) the Services and the incidental costs thereof, all as described in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and

(d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the California Government Code.

BE IT FURTHER RESOLVED, this Resolution shall take effect upon its adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Full Text of Ballot Measures
Exhibit B – Official Ballot

EXHIBIT A

CITY OF LIVERMORE
Community Facilities CFD No. 2026-1
(Garaventa Services)

FULL TEXT OF BALLOT MEASURE

Upon approval of this ballot measure by at least two-thirds of the qualified electors voting on the proposition, the City of Livermore (the "City") shall be authorized as follows with respect to City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) (the "CFD"):

SPECIAL TAX LEVY

Except to the extent that funds are otherwise available to the CFD to pay for the authorized services described below (the "Services"), the City will be authorized to levy special taxes (the "Special Taxes") on taxable property in the CFD according to the rate and method of apportionment of special tax (the "Rate and Method").

The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Attachment 1 attached hereto and hereby incorporated herein. The Special Taxes are intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

The City expects to levy the Special Taxes in perpetuity, although the Rate and Method provides for the possibility of a shorter period.

DESCRIPTION OF SERVICES

Special Taxes collected in 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 properties in the CFD.

1. Trail Improvement Services

Trail Improvement Services include the maintenance, operation and repair and replacement of the multi-use trails within the project's open space. Trail Improvement Services also include trash pickup, weed control, and flood and storm protection services, clearing, removals and grading. The costs of Trail Improvement Services include any associated electricity, water, and other utility costs. Trail Improvements include, but are not limited to, maintenance, operation, repair and replacement of storm drain system (including pipe, catch basins and manholes), permeable swale, rip rap,

pavement restoration and rehabilitation, sidewalks, curbs and gutters, driveways to adjacent roadways, bollards, retaining walls, gates, fences, signage and monuments.

2. Hawk Street Bridge Services

Hawk Street Bridge Services include the maintenance, operation and repair and replacement of the bridge structure, abutments and street improvements along Hawk Street. Hawk Street Bridge Services include, but are not limited to, maintenance operation, repair and replacement of bridge structure & abutments, AC pavement, Altamont School driveway, retaining wall, removable bollard, water line system, signage and striping. The costs of Hawk Street Bridge Services include any associated electricity, water, and other utility costs.

3. Storm Drain Outfall Services

Storm Drain Outfall Services include the maintenance, operation and repair and replacement of the storm drain outfalls to Altamont Creek. Storm Drain Outfall Services include, but are not limited to, maintenance, operation, repair and replacement of storm drain pipes, manholes, outfalls and rip rap dissipaters. The costs of Storm Drain Outfall Services include any associated electricity, water, and other utility costs.

4. 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.

MISCELLANEOUS ITEMS RELATED TO THE SERVICES

1. Definitions

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

b. "Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal.

2. Reserves. Special taxes may be used to fund operating reserves, capital reserves, and "costs" and "incidental expenses" related to the authorized Services as those terms are defined in the Act.

3. Delinquencies. Special taxes may be levied to cure actual or estimated delinquencies in such special taxes for the current or previous fiscal years.

4. Performance of Services. The Services may be performed by the City, or the City may engage a third party (including any owner of property in the CFD or a property owners' association) by contract to perform the services.

5. 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 the City's legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda ("County") in connection with the levy and collection of the special taxes, costs related to property owner inquiries regarding 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.

Attachment 1

Rate and Method

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(GARAVENTA SERVICES)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD No. 2026-1") each Fiscal Year commencing in Fiscal Year 2025/26, 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" that is separate from a primary Unit, as defined in California Government Code Section 66313, as may be amended from time to time, that is accessory to a primary Unit.

"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. 2026-1 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. 2026-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 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. 2026-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2026-1 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. 2026-1, 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. 2026-1" means the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2026-1.

"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. 2026-1 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. 2026-1 which are exempt from the Special Tax pursuant to Section E.

"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.

"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. 2026-1 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 Owners' Association" means any property owners' association. As used in this definition, a Property Owners' Association includes any home-owner's association, condominium owners' association, master or sub-association or non-residential owners' association.

"Property Owners' Association Property" means any property within the boundaries of CFD No. 2026-1 which is (a) owned by a Property Owners' Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owners' 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. 2026-1.

"Public Property" means any property within the boundaries of CFD No. 2026-1 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.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2026-1 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. 2026-

1 that is not classified as Developed Property, Open Space Property, Property Owners' 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. 2026-1 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. 2026-1. 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) which Parcels are Taxable Property; (ii) the number of Units or Building Square Footage each Parcel contains; (iii) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (iv) 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 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025/26*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$3,233.00	Unit
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates 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.

2. 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 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $3,233.00 Maximum Special Tax per Unit x 40% = $1,293.20 Maximum Special Tax for such ADU

3. 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 within CFD No. 2026-1, 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.

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 for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property.

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.

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 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.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development within CFD No. 2026-1, the Maximum Special Tax shall be assigned according to Table 1.

The planned development for CFD No. 2026-1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	44 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. 2026-1 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 Residential 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. 2026-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Non-Residential Property, Open Space Property, Property Owners' 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 53340.1 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. 2026-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2026-1, 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. 2026-1, 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. 2026-1.

EXHIBIT B

CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)

OFFICIAL BALLOT
SPECIAL TAX ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Livermore no later than the hour of 7:00 p.m. on Monday, February 23, 2026, either by mail or in person. The City Clerk's office is located at 1052 South Livermore Avenue, Livermore, California.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Livermore and obtain another.

BALLOT MEASURE: Shall the following measure be adopted: authorizing the City of Livermore (the "City") to (i) levy a special tax solely on lands within the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD") in accordance with the rate and method contained in the resolution of the City Council establishing the CFD ("Formation Resolution"), commencing in the City's fiscal year 2026-27 (with annual escalation thereafter), to pay for the public services specified in the Formation Resolution and to pay the costs of the City in administering the CFD, which special tax, if levied at the maximum rate and assuming full build-out of the properties in the CFD at the time of formation, is anticipated to raise approximately $142,213 in fiscal year 2026-27 (with annual escalation thereafter) and (ii) establish an annual appropriations limit for the CFD of $5,000,000?

YES: _____

NO: _____

The undersigned is the landowner or the authorized representative of the landowner and is legally authorized and entitled to cast this ballot on behalf of the landowner, and certifies that the landowner has received and reviewed all the proceedings leading up to this election. The undersigned acknowledges that this election is being undertaken at the request and for the benefit of the landowner. The undersigned knowingly and voluntarily waives any and all rights it may have with respect to the election proceedings as of the date hereof.

Assessor's Parcel Number(s): 099B-5300-010
Acres: 31.67
Number of Votes: 32

Property Owner:

Livermore LT Ventures I Group, LLC,
a California limited liability company

By: Omnibus LT Ventures, LLC, a California limited liability company
Its: Managing Member

By: _____
Richard S. Lafferty, Managing Member

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 Ballot on behalf of the owner(s) of the Property (Assessor's Parcel Number 099B-5300-010) to form the CFD for the Property, and that the City may rely upon my representation to accept this Ballot 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: _____

Name: _____

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN FOR CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES)

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"), the City Council (the "Council") of the City of Livermore (the "City") is authorized to establish a community facilities district and to act as its legislative body.

The Council has adopted a resolution entitled "A Resolution of Formation of City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Formation"), ordering the formation of the "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "CFD"), authorizing the levy of special taxes on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Act.

Under the provisions of the Resolution of Formation and pursuant to a resolution entitled "A Resolution Calling Special Landowner Election for City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special taxes and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act.

Pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Result of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A.

This Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the foregoing recitals are all true and correct.

BE IT FURTHER RESOLVED, the issues presented at the special election were the levy of the special taxes within the CFD and the approval of an annual appropriations limit of not to exceed $5,000,000, all pursuant to the Resolution of Formation.

BE IT FURTHER RESOLVED, the Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by

the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.

BE IT FURTHER RESOLVED, pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

BE IT FURTHER RESOLVED, the City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Alameda a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution by the Council.

BE IT FURTHER RESOLVED, this Resolution shall take effect upon its adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Canvass and Statement of Result of Election

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)

I hereby certify that on February 23, 2026, I canvassed the returns of the election held on February 23, 2026, in the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

BALLOT MEASURE: Shall the following measure be adopted: authorizing the City of Livermore (the "City") to (i) levy a special tax solely on lands within the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD") in accordance with the rate and method contained in the resolution of the City Council establishing the CFD ("Formation Resolution"), commencing in the City's fiscal year 2026-27 (with annual escalation thereafter), to pay for the public services specified in the Formation Resolution and to pay the costs of the City in administering the CFD, which special tax, if levied at the maximum rate and assuming full build-out of the properties in the CFD at the time of formation, is anticipated to raise approximately $142,213 in fiscal year 2026-27 (with annual escalation thereafter) and (ii) establish an annual appropriations limit for the CFD of $5,000,000?

Qualified

	Landowner Votes	Votes Cast	YES	NO
City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) Special Tax Election, February 23, 2026	32	_____	_____	_____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on February 23, 2026.

By: _____
City Clerk
City of Livermore

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE LEVYING A SPECIAL TAX WITHIN CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES)

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"), the City Council (the "Council") of the City of Livermore (the "City") is authorized to establish a community facilities district and to act as its legislative body.

On January 12, 2026, this City Council (the "Council") adopted a resolution entitled "A Resolution of Intention to Establish City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "CFD") pursuant to the Act to finance certain municipal services (the "Services) as provided in the Act.

Pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and a rate and method of apportionment of the special tax (the "Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held.

Upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD, and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD.

On February 23, 2026, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

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

Section 1. *Authorization and Levy of the Special Tax*. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation, as it may be amended and supplemented from time to time, which rate and method is by this reference

incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2026-27 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings, and all costs of administering the CFD.

Section 2. *Direction to Determine Special Tax*. The City Manager or their designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. *Exemptions; Maximum Special Tax*. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. *Use of Special Tax.* All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. *Collection of Special Tax.* The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. The City Manager of the City (or a designee) is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Alameda in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Alameda for fiscal year 2026-27 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. *Severability*. If, for any reason, any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. *Publication*. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days of its passage at least once in a newspaper of general circulation circulated in the City or pursuant to such other procedure identified by the City Clerk.

Section 8. *Effective Date*. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on February 23, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Amy Heavener
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: February 23, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

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

7.1	Public hearing, landowner election, declaration of results, and actions related to formation of Community Facilities District No. 2026-1 (Garaventa Services) located north of Altamont Creek Elementary School along Bear Creek Drive pursuant to the Mello-Roos Community Facilities Act of 1982. Material: PowerPoint Presentation
9.0	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: Amy Heavener
City Clerk

Approved by:

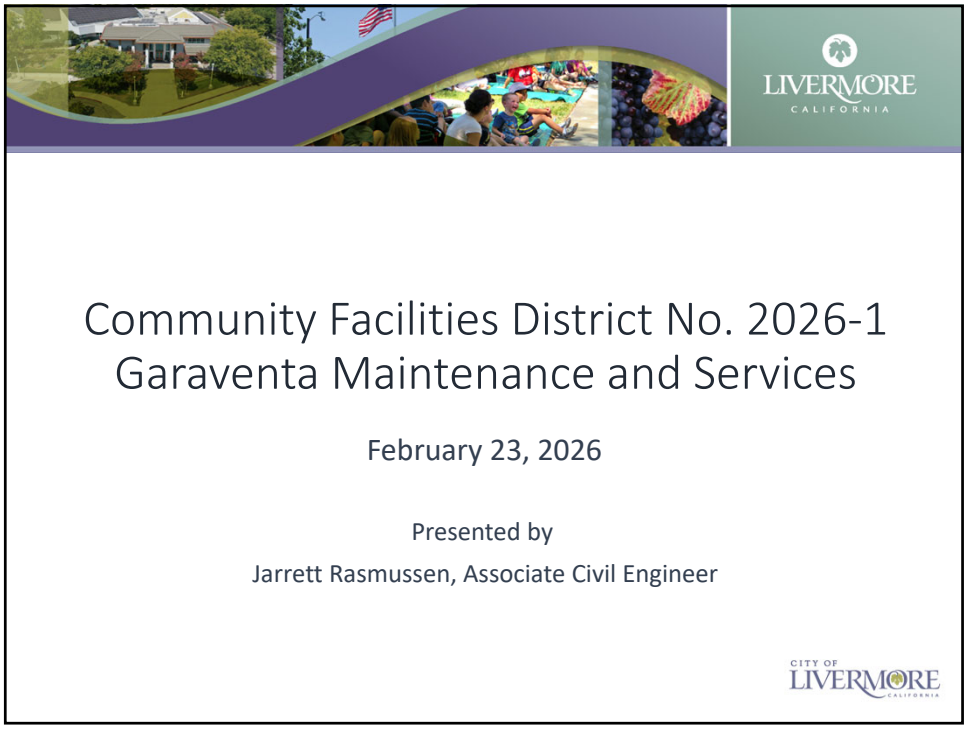


Marianna A. Burch
City Manager

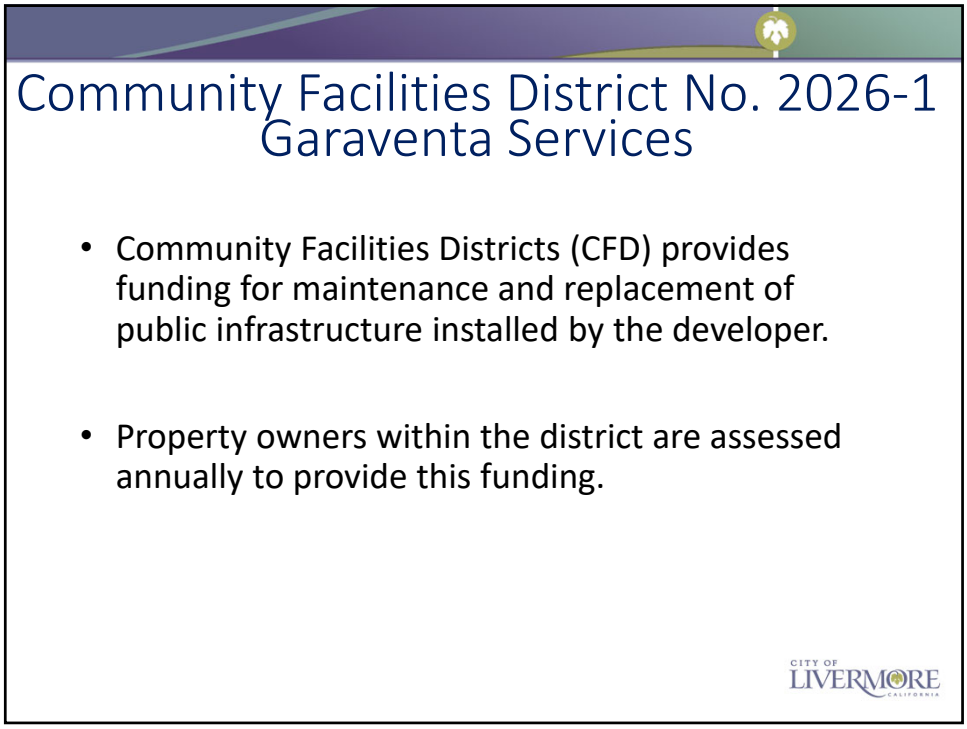
Fiscal Review by:



Tina Olson
Administrative Services Director

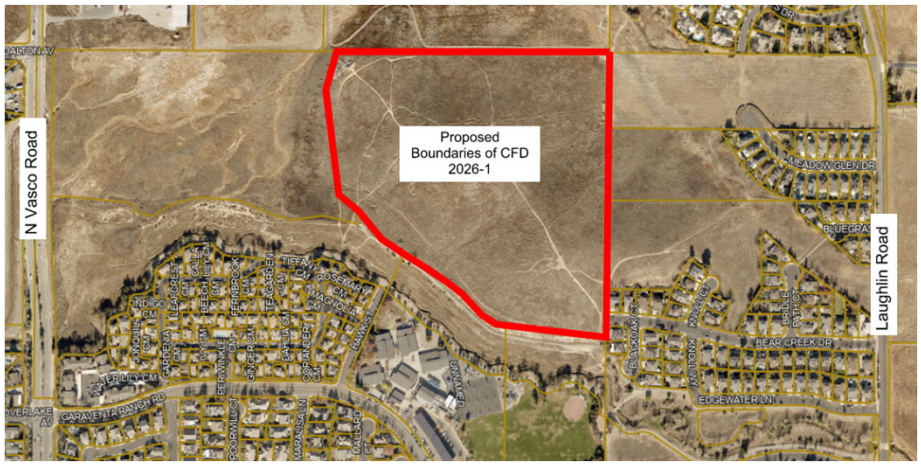

LIVERMORE
CALIFORNIA
Community Facilities District No. 2026-1
Garaventa Maintenance and Services
February 23, 2026
Presented by
Jarrett Rasmussen, Associate Civil Engineer
CITY OF
LIVERMORE

1


Community Facilities District No. 2026-1
Garaventa Services
• Community Facilities Districts (CFD) provides funding for maintenance and replacement of public infrastructure installed by the developer.
• Property owners within the district are assessed annually to provide this funding.
CITY OF
LIVERMORE

2

Project Location



CITY OF LIVERMORE CALIFORNIA

3

Community Facilities District No. 2026-1 Garaventa Services

The amenities to be maintained with the annual CFD funding include:

- Maintenance and operation of the new storm drain outfalls to Altamont Creek
- Multi-use trails located within the project's open space
- Long-term repair and replacement costs for the new pedestrian bridge connecting Hawk Street to the Garaventa Hill Development for emergency vehicle access
- Public potable water system
- Various street improvements

CITY OF LIVERMORE CALIFORNIA

4

Staff recommends that City Council:

1. Adopt a Resolution of Formation of Community Facilities District 2026-1 (Garaventa Services);
2. Adopt a Resolution Calling Special Landowner Election for a Community Facilities District;
3. Break to conduct Special Landowner Election for a Community Facilities District;
4. Adopt a Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien; and
5. Introduce Ordinance Levying Special Tax within City of Livermore Community Facilities District No. 2026-1.

CITY OF LIVERMORE CALIFORNIA

5

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Mayor Marchand	2/11/2026	Valley Link	Board meeting	Approved budget amendment and agreements on alternate delivery methods, cost estimating services and the Tracy O&M facility.
Mayor Marchand	2/11/2026	Alameda County Mayors Conference	Monthly meeting	Received reports from mayors and heard a presentation on insights on homelessness in the Bay Area.
Mayor Marchand	2/12/2026	Chinses Consulate/ City of Livermore	New Year's Celebration	Presented a New Years Proclamation on behalf of the City.
Mayor Marchand	2/13/2026	Innovation Tri-Valley	Monthly meeting	Heard updates from two of the standing committees.
Mayor Marchand	2/14/2026	Silicon Valley Asian Association	New Years Performances	Cultural celebration of music and dance for the Year of the Horse.
Mayor Marchand	2/18/2026	City of Livermore	Employee Service Awards	Celebrated the service of 68 employees with over 770 years of service.
Mayor Marchand	2/18/2026	Chamber of Commerce	Monthly mixer	Networked with local businesses.
Mayor Marchand	2/19/2026	City of Livermore	TV30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	2/20/2026	Tri-Valley Non-Profit Alliance	Forum with State Senator McNerney	Collaboration and tools available for local non-profits.
Mayor Marchand	2/20/2026	Muslim Cultural Society of Dublin	Iftar Dinner celebrating Ramadan	Iftar Dinner celebrating Ramadan.
Mayor Marchand	2/22/2026	HealFest	Health fair	Presented an award recognizing the contributions by Stanford Health Care Tri-Valley.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Vice Mayor Wang	2/10/2026	Tri-Valley Conservancy	Community Forum	Presentations from winegrowers and TVC staff on the topic of "What's Happening in South Livermore's Vineyards?" -- the challenges facing our vineyards, work being done to protect them, marketing strategies and pivots to respond to market trends and stabilize our wine heritage; also, conservation easements, their purpose, and how they protect our land.
Vice Mayor Wang	2/12/2026	Livermore Public Library and Longevity Wines	Game Night	Celebration of Black History Month at Longevity Wines, a certified minority-owned business.
Vice Mayor Wang	2/17/2026	Livermore Valley Wine Community	Workshop	Presentation by wine industry experts on vineyard decommissioning: strategies for successfully taking vineyards out of production.
Vice Mayor Wang	2/17/2026	Culinary Angels	Fundraiser	Almost 100 supporters and donors at Stampede.
Vice Mayor Wang	2/18/2026	City of Livermore	Employee Service Awards Luncheon	Recognize employees for years of service milestones.
Vice Mayor Wang	2/18/2026	Livermore Valley Chamber of Commerce	Monthly mixer	Very well attended mixer at Los Caporales Restaurant.
Vice Mayor Wang	2/19/2026	Livermore Public Library and Tri-Valley for Black Lives	Trivia Night	Celebration of Black History Month.
Vice Mayor Wang	2/20/2026	Muslim Cultural Society of Dublin	Neighborhood Iftar	Breaking the daily fast during Ramadan -- at Meza n Moka with Mayor Marchand and three from Dublin City Council.
Vice Mayor Wang	2/21/2026	Slice House	Grand opening	Long line wrapped around the block and down the street, with many continuing to join the line.
Vice Mayor Wang	2/21/2026	Grounded Livermore	Lunar New Year celebration	Special vendors and red envelopes for kids.
Vice Mayor Wang	2/21/2026	Cub Scouts Pack 914	Blue & Gold Event	Presented certificates to four 5th graders who were awarded the Arrow of Light and promoting from cub scouts to an older scout troop.
Vice Mayor Wang	2/22/2026	Arthur Barinque and The Bankhead LVA	Lunar New Year Celebration	Very well attended celebration with performances by KungFu Dragon USA, Xiao Pei Chinese Dance, and others.
Vice Mayor Wang	2/22/2026	Livermore Public Library	Jazz Performance	Black History Month celebration with Ashley Jemison & Friends jazz ensemble.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Barrientos	2/12/2026	Ava ad hoc committee	Development of a procurement policy	Discussion of guidelines in our procurement policy.
Council Member Barrientos	2/18/2026	City	Attended the Livermore Employee Service Awards lunch	Acknowledging the years of service employees have committed to Livermore.
Council Member Barrientos	2/19/2026	City	Discussion of Art ceramic stepping stones	The stepping stones will be placed in cement in the wetlands in the old golf course.
Council Member Barrientos	2/20/2026	City	Hindu Temple reception	The reception was for Dr Swati Mohan the guidance control op lead on NASA Mars 2020. An certificate of appreciation from the city was presented to Dr Mohan.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type
Council Member Branning	2/12/2026	Livermore Amador Valley Transit Authority	Paratransit Ad-Hoc Advisory Committee
Council Member Branning	2/12/2026	CalCities East Bay Division	Bylaws Sub-Committee
Council Member Branning	2/13/2026	Livermore Craft Beer Assn	Livermoron Launch Party
Council Member Branning	2/17/2026	Livermore Downtown Inc	Board Meeting
Council Member Branning	2/18/2026	Livermore Amador Valley Water Management Agency	Board Meeting
Council Member Branning	2/23/2026	Livermore Amador Valley Transit Authority	Projects and Services Meeting

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Dunbar	2/18/2026	City of Livermore	Employee service awards	Thank you and congratulations to employees and award honorees who have served our community for so many years with such high standards and passion.
Council Member Dunbar	2/18/2026	Livermore Amador Valley Water Management Agency	Normal board meeting	Solar project terms still in discussion with contractor/bidder, item continued to April.