LIVERMORE
CALIFORNIA

# CITY COUNCIL
# REVISED
# AGENDA
# MONDAY, JUNE 13, 2022

## VIRTUAL REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:00 PM

*Item 3.3 has been revised and Item 3.5 has been added to the agenda.
*A Master Fee Schedule agenda item was noticed to be heard on June 13th, however it has been moved to a future agenda and will be re-noticed prior to that meeting.

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

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

ZOOM WEBINAR:
https://us02web.zoom.us/j/84889118255

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 848 8911 8255

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittni Kiick, Council Member
Trish Munro, Council Member

## 1. CLOSED SESSION

- 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. (Three cases)
1. D.L. Falk Construction Inc. v. City of Livermore, Alameda County Superior Court Case No. RG20079788
2. Garza v. Marathon Petroleum Company, et al. (City of Livermore), Alameda County Superior Court Case No. 22CV008444
3. Save Livermore Downtown v. City of Livermore, et al. Alameda County Superior Court Case No. RG21102761, First District Court of Appeals Case No. A164987

## 2. CALL TO ORDER

## ROLL CALL

Council Member Robert W. Carling
Council Member Brittni Kiick
Council Member Trish Munro
Vice Mayor Regina Bonanno
Mayor Bob Woerner

## PLEDGE OF ALLEGIANCE

## REPORT OF ACTION TAKEN IN CLOSED SESSION

## 3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation Declaring June 2022 as Safety Awareness Month to be received by Janet Hamilton, City of Livermore Risk Manager

**Recommendation:**
Staff recommends the City Council proclaim June 2022 as Safety Awareness Month.

**Staff Report**
**Attachments:**
1. Proclamation

3.2 Proclamation declaring June as Elder Abuse Awareness Month

**Recommendation:**
Staff recommends the City Council declare June as Elder Abuse Awareness Month.

**Staff Report**

**Attachments:**
1. Proclamation

3.3 Presentation of the 2022 High School Senior Arts Awards

**Recommendation:**
Staff recommends the City Council receive the presentation.

**Staff Report**

3.4 Appointment of Poet Laureate

**Recommendation:**
The Commission for the Arts and staff recommend the City Council confirm the appointment of Peggy Schimmelman as Poet Laureate for a two-year term starting July 1, 2022, and ending on June 30, 2024. The City Clerk is directed to administer the Oath of Office at a later date.

**Staff Report**

3.5 Proclamation declaring June 2022 Pride Month

**Recommendation:**
Staff recommends the City Council proclaim June 2022 Pride Month.

**Staff Report**
**Attachments:**
1. Proclamation

## 4. CITIZENS FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.
- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- 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.
- Citizens Forum will conclude after 30 minutes; however, if there are additional speakers, Citizens Forum will reconvene before the meeting adjourns.

## 5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must use the raise hand feature.

5.1 Resolution superseding a previously approved resolution and agreement and authorizing the execution of an agreement for a temporary, joint-use residential recycled water fill station between the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the Zone 7 Water Agency

**Recommendation:**

Staff recommends the City Council adopt a resolution superseding a previously approved resolution and agreement and authorizing the execution of an agreement for a temporary, joint-use residential recycled water fill station between the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the Zone 7 Water Agency.

**Staff Report**
**Attachments:**
1. Staff Report Dated 3/14/2022
2. Resolution 2022-028
3. Regional Map
4. Resolution
5. Exhibit A - Proposed Agreement

5.2 Resolution authorizing execution of an agreement with CPM Associates, Inc. in the not-to-exceed amount of $928,000 to provide construction management services for the Livermore Village Parking Garage Construction Project 586003

**Recommendation:**
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with CPM Services, Inc. in the not-to-exceed amount of $928,000 to provide construction management services for the Livermore Village Parking Garage Construction Project 586003.

**Staff Report**
**Attachments:**
1. Resolution
2. Exhibit A - Agreement with CPM Associates, Inc.

5.3 Resolution authorizing sole sourcing equipment and instruments from Siemens to match existing equipment compatibility for the construction of the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30

**Recommendation:**

Staff recommends the City Council adopt a resolution pursuant to Section 2.68.550 (C) of the Livermore Municipal Code (LMC), authorizing the sole sourcing of specific brands of equipment and instruments for construction of the City Hall HVAC and Central Plant Chiller Replacement Project No. 2018-30.

**Staff Report**
**Attachments:**
1. Resolution

5.4 Resolution authorizing a Memorandum of Agreement between City of Livermore and City of Dublin for the North Canyons Parkway and Dublin Boulevard Connection, Project Number 200259

**Recommendation:**

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Memorandum of Agreement with the City of Dublin for the North Canyons Parkway and Dublin Boulevard Connection, Project Number 200259.

**Staff Report**
**Attachments:**
1. Project Limits
2. Resolution
3. Exhibit A- Memorandum of Agreement with City of Dublin

5.5 Resolution authorizing the execution of an agreement for services with Univar Solutions USA, Inc., for the purchase of sodium hypochlorite 12.5% for use at the Water Reclamation Plant, in an amount not-to-exceed $230,000

**Recommendation:**
Staff recommends the City Council adopt a resolution authorizing the execution of an agreement for services with Univar Solutions USA, Inc., for the purchase of sodium hypochlorite 12.5% to be used for treated effluent disinfection at the Water Reclamation Plant., in an amount not-to-exceed $230,000.

**Staff Report**
**Attachments:**
1. BACC Award Letter
2. Resolution
3. Exhibit A - Univar Solutions USA, Inc. Agreement for Services.pdf

5.6 Resolution authorizing the execution of an agreement for services with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant, in an amount not-to-exceed $180,000

**Recommendation:**
Staff recommends the City Council adopt resolution authorizing the execution of an agreement for services with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $180,000.

**Staff Report**
**Attachments:**
1. BACC Award Letter
2. Resolution
3. Exhibit A - Agreement

5.7 Resolutions authorizing execution of agreements with Independent Code Consultants Inc. and 4LEAF Inc. to provide on-call plan review, inspections, and permit technician services. Each contract has a not-to-exceed amount of $200,000

**Recommendation:**
Staff recommends the City Council adopt resolutions authorizing the City Manager to execute agreements with Independent Code Consultant Inc. and 4LEAF Inc. to provide on-call plan

check, site inspections, permit technician services, and Certified Access Specialist (CASp) consultation. Each contract has a not-to-exceed amount of $200,000 over a two-year term.

**Staff Report**
**Attachments:**
1. Resolution - Independent Code Consultants
2. Exhibit A - Independent Code Consultants signed contract
3. Resolution - 4LEAF Inc.
4. Exhibit A - 4LEAF signed contract

5.8 Resolution of Intention to Levy Annual Assessments for the Landscape Maintenance Districts for Fiscal Year 2022-23, preliminary approval of the Annual Engineer's Report, and establishing a public hearing date for the Annual Levy of Assessments

**Recommendation:**
Staff recommends the City Council:
1. Preliminarily approve the Consolidated Annual Engineer's Report for all Landscape Maintenance Districts.
2. Adopt a Resolution of Intention to:
   a. levy and collect annual landscape maintenance assessments for all districts formed under the Landscaping and Lighting Act of 1972; and
   b. establish a Public Hearing for June 27, 2022 for the levy of assessments.

**Staff Report**
**Attachments:**
1. Proposed Assessments for Landscape Maintenance Districts for Fiscal Year 2022-23
2. Proposed Assessments for Downtown Landscape Maintenance District, LL-859 for Fiscal Year 2022-23
3. Consolidated Engineer's Report
4. Resolution

5.9 Resolution declaring intention to reimburse expenditures from proceeds of certificates of participation to be executed and delivered to finance acquisition and construction of the Livermore Village Parking Garage

**Recommendation:**
Staff recommends the City Council adopt a resolution declaring the intention to reimburse expenditures from tax-exempt obligations to preserve the ability to reimburse City expenditures on the Livermore Valley Parking Garage before financing proceeds are available.

**Staff Report**
**Attachments:**
1. Resolution

5.10 Resolution establishing the Appropriations Limitation for FY 2022-23

**Recommendation:**

Staff recommends the City Council adopt a resolution establishing the Appropriations Limit for FY 2022-23.

**Staff Report**
**Attachments:**
1. Resolution
2. Exhibit A - Appropriations Limit FY 2022-23

5.11 Resolution releasing unclaimed checks to the City of Livermore's General Fund

**Recommendation:**
Staff recommends the City Council adopt a resolution releasing unclaimed checks to the City of Livermore's General Fund.

**Staff Report**
**Attachments:**
1. Resolution
2. Exhibit A - Listing of Unclaimed Checks

5.12 Approving the Two-Year Financial Plan Update for Fiscal Years 2021-22 and 2022-23

**Recommendation:**
Staff recommends that City Council adopt a resolution approving the Two-Year Financial Plan Update for fiscal years 2021-22 and 2022-23.

**Staff Report**
**Attachments:**
1. Summary of Appropriations FY 2021-23 Financial Plan Update
2. Resolution
3. Exhibit A - FY2021-23 Financial Plan Update

5.13 Resolution of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361

**Recommendation:**
Staff recommends City Council adopt a resolution of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

**Staff Report**
**Attachments:**
1. Resolution

## 6. PUBLIC HEARINGS

6.1 Hearing to consider revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a

new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site

**Recommendation:**
Staff and the Planning Commission recommend the City Council adopt the following resolutions:

1. Finding the project is within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the previously adopted addendums thereto;
2. Finding the project is exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332; and
3. Approving Downtown Design Review Modification (DDRM) 22-001, subject to conditions of approval.

**Staff Report**
**Attachments:**
1. Location Map
2. Conditions of Approval
3. Engineering Considerations
4. Hotel Development Plans
5. SLD Letter January 10, 2022
6. SLD Letter May 24, 2022
7. Draft Planning Commission Minutes
8. Planning Commission Staff Report
9. Resolution CEQA Notice of Determination
10. Exhibit A - PC Reso 09-22, CEQA NOD
11. Resolution - CEQA Exemption
12. Exhibit A - PC Reso 10-22, CEQA NOE
13. Resolution - CEQA Project
14. Exhibit A - PC Reso 11-22, Project
15. Exhibit B - Conditions of Approval

## 7. MATTERS FOR CONSIDERATION

7.1 Report on Referendums, Power Limited to Legislative Acts

**Recommendation:**
Staff recommends the City Council receive this report on referendums.

**Staff Report**

7.2 Discussion and direction regarding the City's Commemorative Flag Display policy

**Recommendation:**
Staff recommends the City Council provide direction regarding the City's Commemorative Flag Display policy.

**Staff Report**

**Attachments:**
1. Staff Report, Resolution and Policy Dated September 23, 2019
2. City Attorney Memorandum Dated May 13, 2022

7.3 Resolution authorizing the display of the rainbow pride flag for the remainder of June 2022

**Recommendation:**
Staff recommends the City Council adopt a resolution authorizing the display of the rainbow pride flag on the flagpole at the Civic Center Campus for the remainder of June 2022.

**Staff Report**
**Attachments:**
1. Resolution

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

## 9. ADJOURNMENT

To a Regular City Council meeting on June 27, 2022 at 7:00 p.m., held virtually using Zoom.

## 10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.
**Staff Report**
**Attachments:**
1. Supplemental Materials

## HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

**Citizens 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 submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware 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 questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

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

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

**Platforms to Participate in Virtual 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 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the 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 using Zoom, you may use the 'raise hand' feature. You should be aware 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

**YouTube: http://youtube.com/c/CityofLivermoreCalifornia**

**Zoom Webinar:** https://us02web.zoom.us/j/84889118255

**Zoom dial in phone number:**
1 669 900 6833
Meeting ID: 848 8911 8255

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

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

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site

at http://livermoreca.gov/agenda.

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 3.1**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Alcala, City Attorney

**SUBJECT:** Proclamation Declaring June 2022 as Safety Awareness Month to be received by Janet Hamilton, City of Livermore Risk Manager

## RECOMMENDED ACTION

Staff recommends the City Council proclaim June 2022 as Safety Awareness Month.

## SUMMARY

## DISCUSSION

## ATTACHMENTS

1. Proclamation

Prepared by: Jas Sidhu
Risk Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

# Proclamation

of the

City of Livermore

***Proclaiming***

***SAFETY AWARENESS MONTH***

***June 2022***

***WHEREAS,*** *due to the COVID-19 pandemic, at no other time in recent history has the safety of City of Livermore employees and residents been more paramount than it is now; and*

***WHEREAS,*** *the rate of accidental injuries and related deaths, as well as pandemic-related illnesses and deaths, in the United States remains at undesirable levels; and*

***WHEREAS,*** *City of Livermore employees and residents deserve to live and work in communities that promote safe and healthy living; and*

***WHEREAS,*** *the City of Livermore supports national safety efforts and has taken a proactive stance in providing a safe and healthy work environment for its employees and residents through the formation of the Central Safety Committee and through the development of new safety protocols; and*

***WHEREAS,*** *City of Livermore employees, including the Central Safety Committee, work to ensure the safety of all City of Livermore employees and residents by providing training, education, and outreach, and encouraging continual improvement in community and workplace safety and health; and*

***WHEREAS,*** *the Livermore City Council joins the members of the National Safety Council and other organizations in their annual observance of June as National Safety Month; and*

***WHEREAS,*** *the Risk Management Division will hold a virtual Safety Fair consisting of safety trainings to take place during one week in June; and*

***NOW, THEREFORE,*** *the City Council of the City of Livermore proclaims June 2022 as Safety Awareness Month and urges all residents to help reduce accidents, injuries, and illnesses by practicing safe and healthy behaviors in all aspects of their lives.*

***Mayor Bob Woerner***

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

***Vice Mayor Gina Bonanno***

***Council Member Robert W. Carling***

***Council Member Brittni Kiick***

***Council Member Patricia K. Munro***

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 3.2**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Marc Roberts, City Manager

**SUBJECT:** Proclamation declaring June as Elder Abuse Awareness Month

## RECOMMENDED ACTION

Staff recommends the City Council declare June as Elder Abuse Awareness Month.

## SUMMARY

## DISCUSSION

## ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

# Proclamation

of the

City of Livermore

***Proclaiming***

## *ELDER ABUSE AWARENESS MONTH*

***June 2022***

***WHEREAS,*** *victims of elder abuse include both men and women of diverse backgrounds who have been victimized by strangers or by persons they know including family members and friends; and*

***WHEREAS****, over two years after the 2020 Coronavirus (COVID-19) pandemic began in the United States, it continues to impact everyone, especially elders, by making fragile living situations more stressful, thereby putting elders more at risk for their physical safety and well-being, making reporting suspected elder abuse and neglect more difficult; and*

***WHEREAS,*** *the Alameda County Social Services Agency Adult Protective Services and the Ombudsman Services of Alameda County (Empowered Aging), - respond to reports from individuals, concerned residents, social service and health providers, and law enforcement representatives about elders who may be physically or financially abused, neglected or exploited; and*

***WHEREAS,*** *the Alameda County District Attorney's Office, its Elder Protection Unit and its Victim Witness Division provide a network of services to elders who are in danger of becoming, or who have become, victims of abuse, neglect and financial exploitation. Services include holding workshops to promote awareness, locating services for elders, working with law enforcement and prosecuting cases of elder abuse, neglect, and financial exploitation; and*

***WHEREAS,*** *the Livermore Senior Services Center provides a comprehensive array of services, as well as social and recreational programs to meet the needs of the elder population, thereby enhancing their quality of life and helping them to remain active, healthy, safe and independent;*

***NOW, THEREFORE,*** *the City Council of the City of Livermore proclaims June 2022 as "Elder Abuse Awareness Month" in recognition of elders being valuable members of our city and having the right to live safely and securely in our community.*

***Mayor Bob Woerner***

***Vice Mayor Gina Bonanno***

***Council Member Robert W. Carling***

***Council Member Brittni Kiick***

***Council Member Patricia K. Munro***

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 3.3**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Brandon Cardwell, Innovation and Economic Development Director

**SUBJECT:** Presentation of the 2022 High School Senior Arts Awards

## RECOMMENDED ACTION

Staff recommends the City Council receive the presentation.

## SUMMARY

## DISCUSSION

## ATTACHMENTS

Prepared by: Brandon Cardwell
Innovation and Economic
Development Director

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 3.4**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Brandon Cardwell, Innovation and Economic Development Director

**SUBJECT:** Appointment of Poet Laureate

## RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council confirm the appointment of Peggy Schimmelman as Poet Laureate for a two-year term starting July 1, 2022, and ending on June 30, 2024. The City Clerk is directed to administer the Oath of Office at a later date.

## SUMMARY

The City Council established the position of Poet Laureate on October 25, 2002, and since that time has enjoyed the service of four individuals as Poet Laureate. The fourth and current Poet Laureate Cynthia Patton's term will expire on June 30, 2022. The search and selection process for the City of Livermore's fifth Poet Laureate was conducted by a subcommittee of the Commission for the Arts.

The Commission for the Arts approved the Poet Laureate subcommittee's recommendation of Ms. Schimmelman at their regular meeting on May 24, 2022, and recommends the City Council approve her appointment as the City's fifth Poet Laureate.

## DISCUSSION

The City Council established the position of Poet Laureate on October 25, 2002, and since that time has enjoyed the service of four individuals as Poet Laureate. Connie Post served from 2005 to 2009; Cher Wollard served from 2009 to 2013; Kevin Gunn served from 2013 to 2017; and current Poet Laureate, Cynthia Patton, was appointed in 2017, and re-appointed in 2019, and again in 2021. Her term expires on June 30, 2022.

As in the past, the City's Commission for the Arts formed a Poet Laureate Selection subcommittee to interview applicants for the Poet Laureate position. A search was conducted, with the application period opening on March 31, 2022, and closing on April 29, 2022. Two applications were received, and the Poet Laureate selection committee interviewed the applicants on May 12 and 16, 2022.

The Poet Laureate selection committee consisted of three members of the Commission for the Arts; Cathleen deOrnelas, Elizabeth McWhorter, and Cher Wollard, along with the current Poet Laureate, Cynthia Patton. The panel unanimously recommended Ms. Peggy Schimmelman for consideration by the Commission.

The Commission for the Arts approved the recommendation of Ms. Schimmelman at their regular meeting on May 24, 2022, and recommends the City Council approve her appointment as the City's fifth Poet Laureate. If Council approves her appointment, Ms. Schimmelman's term will start on July 1, 2022, and will expire on June 30, 2024.

**FISCAL AND ADMINISTRATIVE IMPACTS**

The Poet Laureate position does not receive a monetary stipend and is purely a volunteer and honorary position. The expenses for the Poet Laureate program and activities have a budget of up $6,000 annually of City General Funds and are included in the 2021-23 Financial Plan. No additional appropriation is necessary.

The Poet Laureate serves at the pleasure of the City Council.

**ATTACHMENTS**

Prepared by: Theresa De La Vega
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 3.5**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Christine Martin, Assistant City Manager

**SUBJECT:** Proclamation declaring June 2022 Pride Month

## RECOMMENDED ACTION

Staff recommends the City Council proclaim June 2022 Pride Month.

## SUMMARY

## DISCUSSION

## ATTACHMENTS

1. Proclamation

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

# Proclamation

of the

City of Livermore

***Proclaiming***

## *June 2022 Pride Month*

***June 13, 2022***

***WHEREAS,*** *the City of Livermore has been, and continues to be, home to people of different national origins, immigration or refugee status, cultures, histories, races, ethnicities, religious affiliations or none, gender identities, sexual orientations, ages, education, economic status, and physical, mental, or emotional abilities. Our strength and vision for a united America is derived from our diversity and inclusiveness, from respecting one another, from welcoming immigrants and others, and from collaborating with one another across our differences; and*

***WHEREAS,*** *the Livermore City Council believes that this city can best stand against bigotry, intolerance and hate through leading by example and living our shared community values of welcome, inclusion, tolerance, and respect, and by developing common ground in the venues that allow us to talk and work together in service to each other and our community; and*

***WHEREAS,*** *Pride Month is recognized each year to acknowledge the impact that LGBTQ+ individuals have had on history - locally, nationally, and internationally. Pride events draw millions of participants from around the world each year in various celebrations of pride; and*

***WHEREAS,*** *Livermore Pride is a homegrown, hometown group of local residents dedicated to building LGBTQ+ community, equity and inclusion in Livermore and the Tri-Valley. Livermore Pride has worked with its partners to ensure all members of the LGBTQ community feel seen, heard and valued;*

***NOW, THEREFORE,*** *the City Council of the City of Livermore hereby proclaims June 2022 to be Pride Month and thanks Livermore Pride for their efforts in encouraging members of our community to come together to celebrate our strength in diversity.*

***Mayor Bob Woerner***

***Vice Mayor Gina Bonanno***

***Council Member Robert W. Carling***

***Council Member Brittni Kiick***

***Council Member Patricia K. Munro***

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.1**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Scott Lanphier, Public Works Director

**SUBJECT:** Resolution superseding a previously approved resolution and agreement and authorizing the execution of an agreement for a temporary, joint-use residential recycled water fill station between the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the Zone 7 Water Agency

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution superseding a previously approved resolution and agreement and authorizing the execution of an agreement for a temporary, joint-use residential recycled water fill station between the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the Zone 7 Water Agency.

## SUMMARY

The City of Livermore, along with the rest of the Tri-Valley, is currently under mandatory potable water use restrictions due to drought conditions. One way that water users can reduce their use is by using recycled water to irrigate landscape. Staff from the City of Livermore, City of Pleasanton, and the Dublin San Ramon Services District have negotiated a proposed agreement to provide a joint-use residential recycled water fill station in the City of Pleasanton that will be accessible to all Tri-Valley residents. The initial version of this fill station was rejected by the City of Pleasanton after bids came in higher than originally estimated for the Dublin site. The new proposed agreement will split initial construction ($450,000) and ongoing operating costs ($300,000 per year) equally between the three agencies.

## DISCUSSION

The State of California continues to experience a drought. In September 2021, the City's wholesale water provider, the Zone 7 Water Agency, required all of the Tri-Valley retailers to meet a 15% reduction in use compared to CY2020. Since that time, the State of California has adopted additional emergency water conservation regulations. Among them are a prohibition on the following activities: allowing irrigation runoff, washing down sidewalks and other hardscapes, irrigating within 48 hours of a rain event, using potable water for street cleaning and construction purposes, and irrigating non-functional turf in non-residential areas. Staff anticipates returning to the City Council to incorporate these new measures into

the City's Municipal Code.

On March 14, 2022, City staff presented an agreement for a cooperatively-funded and operated residential recycled water fill station in the City of Dublin which would have allowed residential customers from throughout the Tri-Valley to obtain and self-haul recycled water to use for irrigation. Bids for the construction of this joint-use facility came in at almost $1.5 million or $500,000 above the initial estimates. After this, the City Council for the City of Pleasanton rescinded their participation in the project in that form citing the high cost compared to the benefits to their residents.

Since that action, staff from the three agencies have continued to have discussions about the possibility of opening a smaller, less costly facility that could still provide recycled water for the Tri-Valley's residential water users. Staff have found a location in Pleasanton that can be used for a fill station that will require a substantially lower initial investment of $450,000. The proposed location is adjacent to the Ken Mercer Sports Park, located on Parkside Drive near Hopyard Road. Most of the terms of the original agreement will still apply: costs will be split three ways, all residential customers from the Tri-Valley will be able to use the station, Livermore will provide temporary staff to operate the station, Pleasanton will provide financial management, and annual permits will start at $100 per customer. A portion of the land used for this fill station will be on property owned by the Zone 7 Water Agency. Zone 7 will not participate in the cost sharing for this station.

The other participating agencies are scheduled to review this item in early June. If any of the agencies decide not to participate, this agreement will be annulled and a joint-use residential recycled water fill station will not move forward at this time.

**FISCAL AND ADMINISTRATIVE IMPACTS**

The fill station requires an initial contribution of up to $150,000 to construct and up to $100,000 per year to operate. These funds were previously appropriated by Resolution 2022-028. This new agreement will reduce the amount of funds needed for initial construction from the Water Enterprise Fund by $116,667. Staff does not anticipate additional staff impacts compared to the previously-approved agreement. Any revenue generated will be used to offset costs.

**ATTACHMENTS**

1. Staff Report Dated 3/14/2022
2. Resolution 2022-028
3. Regional Map
4. Resolution
5. Exhibit A - Proposed Agreement

Prepared by: Anthony Smith
Interim Water Resources Division Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 7.1**

**DATE:** March 14, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Scott Lanphier, Public Works Director

**SUBJECT:** Resolution authorizing the execution of an agreement with the City of Pleasanton and the Dublin San Ramon Services District to construct and operate a temporary joint-use residential recycled water fill station and appropriating $378,333 for FY 2021-22 and $100,00 for FY 2022-23 for this purpose

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign an agreement with the Dublin San Ramon Services District (DSRSD) and the City of Pleasanton to provide a temporary joint-use residential recycled water fill station and appropriating $378,333 for FY 2021-22 and $100,00 for FY 2022-23 for this purpose.

## SUMMARY

The City of Livermore, along with the rest of the Tri-Valley, is currently under mandatory potable water use restrictions due to drought conditions. One way that water users can reduce their use is by using recycled water to irrigate landscape. Staff from the City of Livermore, City of Pleasanton, and the Dublin San Ramon Services District have negotiated a proposed agreement to provide a joint-use residential recycled water fill station in the City of Dublin that will be accessible to all Tri-Valley residents. The proposed agreement will split initial construction ($1,000,000) and ongoing operating costs ($300,000 per year) equally between the three agencies.

## DISCUSSION

On September 1, 2021, the Zone 7 Water Agency Board of Directors declared a drought emergency and called upon the Tri-Valley's water retailers to reduce water use by 15%. On September 27, 2021, the City Council also declared a drought emergency and activated stage 2 of the City's Water Shortage Contingency Plan mandating an overall reduction in potable water use by 15%. This stage 2 activation required that all water users in the City of Livermore limit outdoor irrigation to the hours of 6pm-9am and three non-consecutive days per week.

During the previous drought of 2014 through 2017, in an attempt to help reduce potable water use, the

City Council directed staff to implement a recycled water fill station onsite at the Water Reclamation Plant during periods of mandatory conservation. This recycled water fill station provided no-cost recycled water to residents to use for outdoor irrigation. At its peak in 2015, the fill station served about 940 residential customers with a total of approximately 5 million gallons of recycled water used for irrigation. This represented 0.3% of the potable water used in the year 2015. Providing reclaimed water through fill stations is staff intensive and more expensive than delivery of potable water through the existing system. Therefore staff recommends that this system only be used during periods of mandatory water restrictions.

Based on previous Council direction to provide reclaimed water during periods of mandatory water conservation, staff explored options to again provide this service. However, current and planned construction activities at the Water Reclamation Plant will limit our ability to implement a fill station at our Plant. In June 2021, the Dublin San Ramon Services District (DSRSD) Board directed their staff to investigate the feasibility of a jointly operated and funded residential recycled water fill station with the Cities of Livermore and Pleasanton. The proposed joint-use fill station will be more cost-effective than individual sites in each City due to economies of scale. Staff from the three agencies met a number of times since then and have produced a proposed agreement for the construction and operation of a residential recycled water fill station in the City of Dublin that would be accessible to all residents of the Tri-Valley.

The proposed location for the fill station is on the northeast corner of Gleason Drive and Arnold Road in the City of Dublin near the East County Hall of Justice. The lot, owned by DSRSD, is currently undeveloped and would be provided at no cost by DSRSD for up to five years. The site requires an estimated $1 million in improvements in order to function as a fill station. Split three ways, the City of Livermore would be responsible for approximately $333,333. DSRSD staff are currently in the process of bidding out the construction work and anticipate awarding a contract on April 5, 2022, and completing construction in June 2022. In addition to the initial cost, the City of Livermore would be responsible for providing temporary staffing to operate the station each year that mandatory water restrictions are in effect from April through October. The fill station would operate from 9:30am to 3:30pm, Tuesday through Sunday. The annual operational cost of the station will be about $300,000. The City of Livermore will be responsible for one-third of this amount, or $100,000 per year, which includes the cost of providing temporary staff.

Currently, DSRSD lacks available recycled water supplies to operate this program. Under the proposed agreement the City of Livermore would increase its production of recycled water and sell this additional water to the City of Pleasanton at standard rates. This will allow DSRSD to reduce their sales to Pleasanton thereby freeing up recycled water to be distributed through the fill station. Any additional costs incurred in ramping up production of recycled water would be considered a shared cost and would be taken into account in the annual true-up of cost sharing. Some of the fill station expenditures will be reimbursed through revenue generated by an annual permit fee for customers using the fill station. The proposed agreement uses an initial annual cost per customer of $100 for an unlimited amount of recycled water. City of Pleasanton staff will collect payment and issue the permits and keep track of all expenditures related to the fill station, ensuring equal costs are distributed to each agency, and disbursing revenues once per year.

Due to cost and staffing impacts, the fill station is designed to operate only during mandatory water conservation periods. The length of time that mandatory conservation measures will be in place is dependent on future rainfall. However, for planning purposes staff chose to analyze a three year time

frame to estimate the cost of constructing and operating the fill station. Over the course of three years the total cost of constructing and operating the station is estimated at $1.9 million. In order for the station to be self-funding, an average of 6,266 customers each year would need to purchase permits. DSRSD reports that in 2015 their fill station saw about 3,600 permitted customers with a reduction to 1,800 in 2016 (this included customers from Dublin, San Ramon, Pleasanton, and other areas). In 2015, the City of Livermore also operated a fill station with a peak of 940 customers but did not charge for a permit. Given these facts, City of Livermore staff does not believe that this program will fully recover its costs and will therefore need subsidy from the three agencies.

## FISCAL AND ADMINISTRATIVE IMPACTS

The fill station requires an initial contribution of $333,333 to construct and up to $100,000 per year to operate. These funds are not currently budgeted and will need to be appropriated. The attached resolution will appropriate the following amounts:

- Fiscal Year 2021-22: $333,333 from Fund 250 (Water Enterprise) for initial construction; $45,000 from Fund 250 for operations.
- Fiscal Year 2022-23: $100,000 from Fund 250 for operations.

Any revenue generated will be used to offset costs.

## ATTACHMENTS

1. Regional Map
2. Resolution
3. Exhibit A - Proposed Agreement for a Temporary Joint Residential Recycled Water Fill Station at 5287 Gleason Drive

Prepared by: Anthony Smith
Management Analyst II

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CITY OF PLEASANTON AND THE DUBLIN SAN RAMON SERVICES DISTRICT TO CONSTRUCT AND OPERATE A JOINT-USE RESIDENTIAL RECYCLED WATER FILL STATION AND APPROPRIATING FUNDS TO THIS END**

The City of Livermore, along with the rest of the Tri-Valley, is currently under mandatory potable water use restrictions due to drought conditions. One way that water users can reduce their use is by using recycled water to irrigate landscape.

Staff from the City of Livermore, City of Pleasanton, and the Dublin San Ramon Services District have negotiated a proposed agreement to provide a joint-use residential recycled water fill station in the City of Dublin that will be accessible to all Tri-Valley residents. This proposed agreement will split initial construction and ongoing operating costs equally between the three agencies.

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

1. Adopt a resolution authorizing the execution of an agreement with the City of Pleasanton and the Dublin San Ramon Services District to construct and operate a joint-use residential recycled water fill station.

2. Appropriate the following funds to meet the City's obligations under this agreement:
   a. In Fiscal Year 2021-22:
      i. $333,333 from Fund 250 (Water Enterprise) for initial construction costs
      ii. $45,000 from Fund 250 for operating costs
   b. In Fiscal Year 2022-23:
      i. $100,000 from Fund 250 for operating costs

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member Munro, seconded by Council Member Kiick the foregoing resolution was passed and adopted on March 14, 2022, by the following vote:

AYES: Council Members Carling, Kiick, Munro, Vice Mayor Bonanno, and Mayor Woerner
NOES: None
ABSENT: None
ABSTAIN: None

**ATTACHMENT 2**

ATTEST:

DocuSigned by:
Marie Weber
803794826BC44BB...

Marie Weber
City Clerk
3/21/2022 | 3:51 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
245E8B35E34C457...

Tara M. Mazzanti
Assistant City Attorney

Exhibit A – Proposed Agreement for a Temporary Joint Residential Recycled Water Fill Station at 5287 Gleason Drive

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# AGREEMENT FOR A TEMPORARY JOINT RESIDENTIAL RECYCLED WATER FILL STATION AT 5287 GLEASON DRIVE BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT, CITY OF PLEASANTON, AND CITY OF LIVERMORE

This Agreement for a Temporary Joint Residential Recycled Water Fill Station at 5287 Gleason Drive Between the Dublin San Ramon Services District (DSRSD), City of Pleasanton, and City of Livermore ("Agreement") is made and entered into this ___ day of _____, 2022. DSRSD, City of Pleasanton, and City of Livermore are individually referred to as "Party," and collectively as "Parties."

W I T N E S S E T H

WHEREAS, in July 2020, an update of the DSRSD's Water Recycling policy was adopted by DSRSD Board of Directors which stated the DSRSD would provide recycled water for off-haul to residential customers only in times of mandatory potable water conservation; and

WHEREAS, the Parties desire to cooperate on the development, construction, and operation of a Temporary Joint Residential Recycled Water Fill Station, to be operational by April 1, 2022, if mandatory restrictions on the use of potable water for irrigation are in effect for the Tri-Valley in 2022; and

WHEREAS, DSRSD has insufficient available recycled water supply to operate a residential recycled water fill station on peak days; and

WHEREAS, the City of Livermore has available recycled water supply, and an interconnection with the City of Pleasanton's recycled water system; and

WHEREAS, the Temporary Joint Residential Recycled Water Fill Station will be located on DSRSD property at 5287 Gleason Drive, Dublin, California (the "Gleason Property") as depicted on Exhibit A attached hereto.

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NOW, THEREFORE, in consideration of the recitals and mutual obligations herein expressed, the Parties do hereby agree as follows:

## I. PURPOSE AND LIMITATIONS

1. The purpose of this Agreement is to set forth the terms, conditions, and responsibilities of the Parties for the planning, design, construction, operation, and maintenance of a **Temporary Joint Residential Recycled Water Fill Station at 5287 Gleason Drive Project** ("Project").

2. The Parties acknowledge and agree that this Agreement is intended to provide for a Temporary Joint Residential Recycled Water Fill Station to be planned, designed, operated, and maintained during the period of January 1, 2022 through December 31, 2027. Operations of the recycled water fill station would only occur if mandatory restrictions on the use of potable water for irrigation are implemented in the Tri-Valley during that time period. This Agreement is not intended to provide a permanent recycled water fill station for residents due to recycled water supply limitations and the cost and resources required to operate a fill station.

3. No term of this Agreement is intended to imply that a long-term agreement will follow or will bind the Parties as to negotiating any future agreement between them.

## II. GOOD FAITH, COOPERATION, CONDITIONS, AND SCHEDULE

1. The Parties commit to diligently and in good faith cooperate towards the beneficial use of the Project, conditioned upon each of the following occurring:
    a. DSRSD's development of the design, construction, and permitting of the Project; and
    b. The City of Pleasanton developing the surface site improvements to the Gleason Property, development of customer payment, collection, and revenue disbursement systems and processes, and
    c. The City of Livermore providing adequate staffing and recycled water supply for the Project.

2. It is anticipated that Project related improvements to the Gleason Property would begin in or before March 2022 conditioned on water supply availability and drought conditions effecting the Tri-Valley and the imposition of mandatory restrictions on use of potable water for irrigation.

   For example, if 2022 water supply conditions indicate that mandatory reductions in the use of potable water for irrigation are unlikely to be imposed by Zone 7 or the State for the summer months, design and planning activities would continue, however, construction activities would be deferred or suspended to a future year.

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Any decision to defer or suspend construction activities will be made by unanimous written decision of the principal staff for each Party no later than March 16, 2022.

The Parties agree to cooperate and work diligently to complete the Project in order for operations of the fill station to begin in April 2022, subject to the water supply and drought conditions as described herein.

3. No Party is a contractor or employee to or of any other Party. The Project is a temporary joint drought and water supply reliability project, with the Parties jointly sharing the benefits and risks of the Project.

## III. TERM

This Agreement is effective as of the date the last signature is affixed and transcribed above and shall extend through and include December 31, 2027, unless extended further pursuant to Section VII.B. of this Agreement.

## IV. RESIDENTIAL RECYCLED WATER FILL STATION

### *A. Site Description*

1. For the term of this Agreement, DSRSD shall make available, at its sole cost and without requiring rent or lease payments from the other Parties, approximately 1.5 acres of total 12.8 acres of the Gleason Property as the site for the Project.

### *B. Design*

1. DSRSD will provide planning and design services for the Project with the City of Livermore providing review and design assistance.

2. DSRSD will be responsible for obtaining all required permits from City of Dublin and any other required permits to construct the Project, including authorization from any State agency as may be required.

3. The City of Pleasanton shall provide timely review and provide comments and input on the draft design to DSRSD and City of Livermore.

4. To the extent reasonably possible while meeting the objectives of the Project, the Project shall be designed to minimize impacts to:
    a. Traffic conditions within the City of Dublin; and
    b. The City of Livermore's recycle water supply and staffing; and
    c. The City of Pleasanton's road-paving crews.

5. Each Party will provide available information, including recycle water flows, available metering infrastructure and facilities, and other available information as requested by any Party for use in the planning, design, operations, and maintenance of the Project.

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***C. Construction***

1. DSRSD will be responsible for all recycled water plumbing improvements including but not limited to connection to the DSRSD recycled water main at Broder Blvd., all valves, pipes, and hoses, either through an on-call contract, or by soliciting bids at the sole discretion of DSRSD.

2. City of Pleasanton will be responsible for all site surface improvements including but not limited to grading, paving, striping, signage, gates, and driveways, either through an on-call contract, or by soliciting bids at the sole discretion of City of Pleasanton.

3. If DSRSD and the City of Pleasanton solicit bids pursuant to this subsection, the Parties' bids may for convenience and potential Project cost-savings be combined into a single bid solicitation.

4. City of Livermore will be responsible for any modifications needed offsite at its metering equipment with City of Pleasanton.

5. DSRSD will be responsible for any modifications needed offsite at its metering equipment with City of Pleasanton.

***D. Recycled Water Supply***

1. City of Livermore will provide the total quantity of recycled water supply required for the Project. The quantity of recycled water that will be made available to residential users of the Project is therefore limited by the recycled water supplies to be made available by the City of Livermore.

2. To provide the recycled water supply for the Project, City of Livermore and City of Pleasanton shall cooperate to allow for the City of Livermore to deliver recycled water supplies to augment recycled water service delivered to the east side of Pleasanton on peak days. The delivery of City of Livermore recycled water supplies will therefore reduce City of Pleasanton's demand on the Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Agency (DERWA) recycled water program, which shall offset the demand from the operation of the fill station at Gleason Property.

3. The Parties acknowledge and agree that the Project shall not impact any DERWA recycled water supplies or deliveries to DERWA customers and no DERWA recycled water supply will be made available for use by the Project.

***E. Metering***

1. City of Livermore has a metered flow control valve connection with City of Pleasanton for recycled water supply. The existing recycled water infrastructure can deliver recycled water into City of Pleasanton's Tassajara Reservoir. All of City of Livermore's recycled water sold to the City of Pleasanton runs through a 12" water meter near the intersection of El Charro Rd and Jack London

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Boulevard. Recycled water supplies delivered by City of Livermore to City of Pleasanton for Project uses will be sold at City of Livermore's standard rates, effective at the time of delivery.

2. The maximum daily recycled water demand of the Project is estimated at 0.4 million gallons per day ("MGD").

***F. Staffing***

1. City of Livermore will be responsible for hiring and providing temporary employees to operate the recycled water fill station.

2. DSRSD, with the assistance of the City of Livermore, will provide training of the temporary staff hired to operate the recycled water fill station.

3. Only the cost of employees to operate the recycled water fill station will be jointly shared costs. All other staff time provided for the Project will be the responsibility of the party providing it.

***G. Cost Sharing***

1. Development, construction, operation, and maintenance costs will be funded equally by the Parties. Project development costs (including all planning, design, permitting, and construction costs) are estimated at $1,000,000. Annual operating costs, including required staffing, maintenance activities, utility costs, purchase of recycled water supply from Livermore, and all associated labor costs, are estimated at $300,000.

2. City of Livermore will incur energy costs specifically associated with the production of the additional recycled water required for the Project. Energy costs for the months that the Project was operating and open to residents will be produced and provided by the City of Livermore at the end of each year.

3. Recycled water purchase costs are as follows for City of Livermore: costs $3.30 per CCF or 748 gallons (2022 cost). Recycled water purchase costs are as follow for DERWA: $1.39 per CCF or 748 gallons (for 2022). The rates provided may be subject to change during the term of Agreement. The Parties agree to notify each other before changes are made to the recycled water purchase rates; however, the Parties acknowledge and agree that DERWA's rates are set independently by DERWA and are not subject to the control of any Party to this Agreement.

4. The jointly shared costs described herein may be partially reimbursed by Program Fee revenues (described below), subject to availability.

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***H. Program Fee***

1. The Project will have a cost recovery fee program (the "Program Fee") to be paid annually. Residential users of the Project shall be required to sign up for program at an initial annual cost of $100. Payment of the Program Fee will allow the residential user access to the fill station and recycled water supply for the period during which the Project is in operation during the calendar year in which the fee was paid (e g. a "season pass"). The Parties shall meet and confer annually on the amount of the Program Fee.

2. City of Pleasanton will provide financial management services for the Project, including;

    a. receiving copies of invoices for all construction, operating and maintenance costs incurred by the Parties;
    b. establishing separate project accounts to track the expenditures, revenues, and reimbursements;
    c. billing the Parties for their share of the costs incurred;
    d. remitting reimbursements to the Party that incurred each expense;
    e. billing residential users and collecting the Program Fees appropriately; and
    f. distributing Program Fee revenues equitably to the Parties each year by December 31st.

***I. California Environmental Quality Act (CEQA)***

1. DSRSD will be the lead agency and prepare and file any required environmental analysis for the Project pursuant to the California Environmental Quality Act ("CEQA").

2. City of Pleasanton and City of Livermore will cooperate with DSRSD and assist DSRSD as requested in the preparation of any CEQA document and shall each act as responsible agencies as required pursuant to CEQA.

3. The Parties agree to work cooperatively to ensure Project compliance with the California Environmental Quality Act (CEQA).

4. Entering into this Agreement does not pre-determine any actions that may be required pursuant to CEQA and each Party, according to its own judgment, may take any additional actions pursuant to federal or state resource protection laws that it determines are required for its continued participation in the Project

## V. PROJECT OPERATION

***A. Recycled Water Fill Station Operations***

1. To minimize traffic impacts in the City of Dublin, the fill station will only be operated 6-days per week (Tuesday – Sunday), excluding holidays, and only during non-peak traffic hours. The non-peak hours are established to be between

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9:30 A.M. to 3:30 P.M. daily. Modifications to the established non-peak hours shall be provided to the City of Dublin for comment prior to their taking effect.

2. Any repairs or maintenance needed on site to keep the fill station operational shall be performed on Mondays unless it is an urgent or emergency matter. Urgent or emergency matters are discussed in Section C.

3. The Parties shall jointly confer to adjust hours of operation to meet the high customer demand outside of non-peak hours (subject to the availability of trained staffing), to meet low customer demand during non-peak hours, or if there is insufficient trained staff to safely operate the Project during any hours of operation.

4. The Project will only be operated during periods when mandatory restrictions on the use of potable water for irrigation have been imposed on the Tri-Valley. The Project will not be operated in any non-drought year or any drought period where mandatory water use restrictions have not been imposed.

5. It is anticipated that the Project will be operated only during the months of April through October, or as otherwise determined by the Parties. The Parties shall agree in writing, no later than February 28th of each year during the pendency of this Agreement, if the Project will be operational during the upcoming operating period.

***B. Notification and Reporting***

1. In order to effectuate the additional sale of recycled water to the City of Pleasanton by the City of Livermore, DSRSD will coordinate with the City of Pleasanton to reduce their deliveries of recycled water and provide notice to the City of Livermore.

2. A minimum of 24-hour advanced notice is required for any operational changes to DSRSD's recycled water system.

3. A separate Standard Operating Procedure ("SOP") will be created by the Parties to establish contacts and procedures for making required changes to any Party's recycled water operations pursuant to this Agreement.

***C. Urgent or Emergency Matters***

1. In the case of an urgent or emergency situation involving the Project, the Parties agree to promptly communicate and work cooperatively to respond.

2. Any Party may respond to and resolve any urgent or emergency situation that occurs with the Project; however, DSRSD will be the lead responder to address issues related to recycled water delivered to the Gleason Property.

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3. When emergency response assistance is required by any Party related to the Project, mutual assistance or aid may be requested in accordance with any applicable mutual aid or operations agreements.

4. The Parties shall create and maintain an emergency contact list, which shall include names, roles, and emergency contact information for emergency response personnel. If an urgent or emergency condition exists, the responding Party shall attempt to reach their counterpart, by telephone as soon as reasonably possible.

5. No Party to this Agreement, or a third party under contract with a Party, shall be constrained in an urgent or emergency situation from expending funds or performing work on the Project that is in compliance with state and local emergency procurement requirements, in order to prevent or mitigate the loss or impairment of life, health, property or essential public services to its customers at its individual expense and in accordance with its policies and procedures. In such an event, the Party performing, or that has authorized, the work shall notify the other Parties soon as reasonably practical.

## VI. REPORTING

On a monthly basis, the Parties will do the following:

a) DSRSD will prepare and provide a report to City of Livermore and City of Pleasanton on total quantity of recycled water delivered to the recycled water fill station for the prior month;
b) City of Livermore will provide the number of daily vehicle trips at the station (broken down by city of residence);
c) City of Pleasanton will provide the number of residential customers and the amount of Program Fee revenues received and provide a report of season passes sold with residency and contact information of the purchaser of the season pass (including the physical address and phone number) to the corresponding jurisdiction.

## VII. GENERAL PROVISIONS

### *A. Termination*

The Parties may, at any time, terminate the Agreement immediately or suspend operations, subject to any actions determined necessary to safely terminate or suspend operations and apportion costs as described in paragraphs 3 and 4 of this Section VII.A. Termination pursuant to this paragraph shall be unanimous and be documented in a writing pursuant to Section VII.B. of this Agreement.

Except as expressly provided for in the preceding paragraph, a three-year term commitment is expected of the Parties. A Party may, however, terminate its participation in this Agreement and the Project by delivering to the other Parties, no later than August 28, 2025 or August 28, 2026, a written Notice of Intention to Terminate to be effective for the 2026 and 2027 operational years respectively.

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No later than 60 days after the issuance by one or more Parties of a Notice of Intention to Terminate pursuant to the preceding paragraph, the Parties shall meet and confer regarding the Project and its continued operation, abandonment, dismantling, or demolition.

In the event the Project is abandoned, dismantled, or demolished, the Parties hereby agree to a co-equal cost-share of all costs incurred as a result. Should Project operations continue, the remaining Parties to the Agreement will negotiate updated cost-sharing consistent with this Agreement.

***B. Amendment***

No modification or amendment of this Agreement will be valid unless made in writing and signed by the duly authorized representatives of the Parties.

***C. Assignment and Successors***

No Party will assign any right or interest in this Agreement, or any part thereof, without the written consent of the other Parties, which consent shall be at the sole discretion of the consenting Party or Parties. This Agreement will bind the successors of the Parties in the same manner as if they were expressly named.

***D. Dispute Resolution***

In the event of a dispute between a Party or Parties over the meaning of this Agreement or any term thereof, each Party will assign an appropriate management executive to meet in good faith with the other Partis to attempt to resolve the matter. Should informal efforts fail to resolve a dispute, the Parties may agree to mediation or arbitration, or pursue other available legal remedies.

***E. Compliance With Laws***

Each Party will comply with all federal and state laws, local ordinances, regulations, and orders applicable to the work it will perform under this Agreement.

***F. Indemnification***

The Parties, their officers, employees, staff, and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Party, its officers, directors, or employees shall be responsible for any action taken or omitted by any other Party, or its officers, directors, or employees. To the extent allowed by law, the Parties repudiate the provision for joint and several tort liability provided under Government Code Section 895.2, and agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other

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costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any negligent or wrongful act or omission of such Party in the performance of this Agreement, and the Parties intend that each Party provide indemnity or contribution in proportion to that Party's responsibility for any such claim, damage, loss, judgment, liability, expense or other cost, as determined under principles of comparative negligence.

Subject to and pursuant to the above, the Parties agree to share the costs of any third party-initiated claim or litigation resulting or arising from the Project or its operations.

***G. Insurance***

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles.

***H. Notice***

All notices required to be given, or which may be given by one Party to the other, will be deemed to have been fully given and fully received: (A) immediately upon personal delivery; (B) three days after the notice is deposited in the United States mail, registered and postage prepaid and addressed to the Party for whom intended; or (C) on the same day as electronic transmission is sent as long as the transmitting Party receives confirmation of the transmission's delivery.

DSRSD:
Dan McIntyre, General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568
(925) 875-2200
mcintypre@dsrsd.com

City of Pleasanton:
Kathleen Yurchak, Director of Ops & Water Utilities
City of Pleasanton
3333 Busch Road
Pleasanton, CA 94566
(925) 931-5506
kyurchak@cityofpleasantonca.gov

City of Livermore:
Scott Lanphier, Director of Public Works
City of Livermore

DocuSign Envelope ID: AA7C872E-68F6-434B-A544-7EC3F51B2212



1052 S. Livermore Ave.
Livermore, CA 94550
(925) 960-8003
smlanphier@cityoflivermore.net

The Parties may unilaterally modify the name, position, or address for notices pursuant to this Agreement; notification of which will be in writing and provided to each Party.

***I. Signatures***

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed in counterpart which when taken together shall be considered one and the same agreement. Facsimile, including email, and electronic signatures shall be binding.

***J. Severability***

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

***K. Governing Law and Venue***

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of the County of Alameda.

***L. No Third-Party Beneficiaries***

No third-party beneficiaries are intended or created by this Agreement.

***M. Complete Agreement***

This Agreement represents the entire agreement between the Parties relating to the subject matter hereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year of the last signature affixed below and first above written.

DUBLIN SAN RAMON SERVICES DISTRICT

By: Date:

Dan McIntyre

Title: General Manager

Approved as to form:

Douglas E. Coty, General Counsel

CITY OF PLEASANTON

By: Date:

Brian Dolan

Title: Interim City Manager

Approved as to form:

Daniel G. Sodergren, City Attorney

CITY OF LIVERMORE

By: Date:

Marc Roberts

Title: City Manager

Approved as to form:

Jason R. Alcala, City Attorney

Exhibit A – Project Location Map

DocuSign Envelope ID: AA7C872E-68F6-434B-A544-7EC3F51B2212



# EXHIBIT A

## JOINT RESIDENTIAL RECYCLED WATER FILL STATION AT 5287 GLEASON DRIVE PROJECT LOCATION MAP

Dublin San Ramon Services District Property - Location Map




2/10/2022, 12:00:17 PM

Dublin Parcels

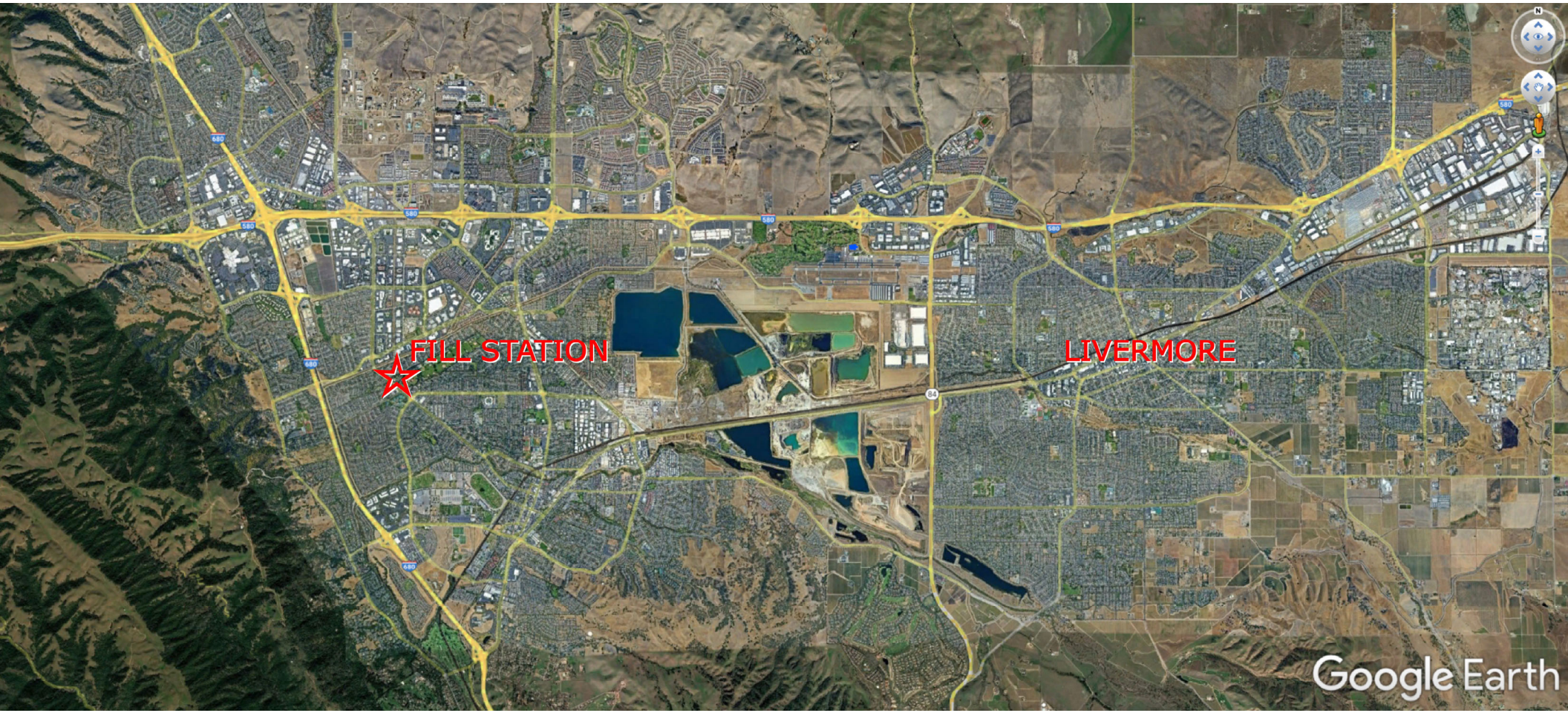
1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

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FILL STATION
LIVERMORE
Google Earth

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

**A RESOLUTION SUPERSEDING A PREVIOUSLY APPROVED RESOLUTION AND AGREEMENT AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR A TEMPORARY JOINT USE RESIDENTIAL RECYCLED WATER FILL STATION BETWEEN THE DUBLIN SAN RAMON SERVICES DISTRICT, THE CITY OF PLEASANTON, THE CITY OF LIVERMORE, AND THE ZONE 7 WATER AGENCY**

The City of Livermore, along with the rest of the Tri-Valley, is currently under mandatory potable water use restrictions due to drought conditions. One way that water users can reduce their use is by using recycled water to irrigate landscape.

In March 2022, the Dublin San Ramon Services District, the City of Pleasanton, and the City of Livermore all approved participation in a recycled water fill station to be located in Dublin. Bids for the initial construction came in significantly higher than originally estimated. Following this, the City of Pleasanton rescinded their participation.

Subsequent to that action, staff from the three participating agencies continued to meet and evaluate alternative options for the proposed fill station. Staff have identified a location in the City of Pleasanton that can be opened up for a significantly lower initial cost. The proposed agreement attached to this resolution is in substantial conformance with the originally approved agreement with a new termination date of December 31, 2023.

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

1. Adopt a resolution authorizing the execution of an agreement for a temporary joint use residential recycled water fill station between the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the Zone 7 Water Agency.

2. This resolution supersedes resolution 2022-028 and attached agreement.

3. The City Manager is hereby authorized 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 June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*
Tara Mazzanti
Assistant City Attorney

# AGREEMENT FOR A TEMPORARY JOINT RESIDENTIAL RECYCLED WATER FILL STATION AT 5997 PARKSIDE DRIVE BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT, CITY OF PLEASANTON, CITY OF LIVERMORE, AND ZONE 7 WATER AGENCY

This Agreement for a Temporary Joint Residential Recycled Water Fill Station at 5997 Parkside Drive Between the Dublin San Ramon Services District (DSRSD), City of Pleasanton, City of Livermore, and Zone 7 Water Agency (Zone 7) ("Agreement") is made and entered into this ___ day of _____, 2022. DSRSD, City of Pleasanton, City of Livermore, and Zone 7 are individually referred to as "Party," and collectively as "Parties."

W I T N E S S E T H

WHEREAS, in July 2020, an update of the DSRSD's Water Recycling policy was adopted by DSRSD Board of Directors which stated the DSRSD would provide recycled water for off-haul to residential customers only in times of mandatory potable water conservation; and

WHEREAS, the Parties desire to cooperate on the development, construction, and operation of a Temporary Joint Residential Recycled Water Fill Station, to be operational in the summer of 2022, if mandatory restrictions on the use of potable water for irrigation are in effect for the Tri-Valley in 2022; and

WHEREAS, DSRSD has insufficient available recycled water supply to operate a residential recycled water fill station on peak days; and

WHEREAS, the City of Livermore has available recycled water supply, and an interconnection with the City of Pleasanton's recycled water system; and

WHEREAS, the Temporary Joint Residential Recycled Water Fill Station will be located on Zone 7 property at 5997 Parkside Drive, Pleasanton, California (the "Parkside Property") as depicted on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the recitals and mutual obligations herein expressed, the Parties do hereby agree as follows:

## I. PURPOSE AND LIMITATIONS

1. The purpose of this Agreement is to set forth the terms, conditions, and responsibilities of the Parties for the planning, design, construction, operation, and maintenance of a **Temporary Joint Residential Recycled Water Fill Station at 5997 Parkside Drive Project** ("Project").

2. The Parties acknowledge and agree that this Agreement is intended to provide for a Temporary Joint Residential Recycled Water Fill Station to be planned, designed, operated, and maintained during the period of June 1, 2022 through December 31, 2023. Operations of the recycled water fill station would only occur if mandatory restrictions on the use of potable water for irrigation are implemented in the Tri-Valley during that time period. This Agreement is not intended to provide a permanent recycled water fill station for residents due to recycled water supply limitations and the cost and resources required to operate a fill station.

3. No term of this Agreement is intended to imply that a long-term agreement will follow or will bind the Parties as to negotiating any future agreement between them.

If this Agreement is not executed by all four Parties and signed in July 2022, the agreement, and all its terms and conditions, shall be null and void without further action by any party or parties.

## II. GOOD FAITH, COOPERATION, CONDITIONS, AND SCHEDULE

1. The Parties commit to diligently and in good faith cooperate towards the beneficial use of the Project, conditioned upon each of the following occurring:
    a. DSRSD's development of the design, construction, and permitting of the Project at the Parkside Property; and
    b. The City of Pleasanton development of customer payment, collection, and revenue disbursement systems and processes, and
    c. The City of Livermore providing adequate staffing and recycled water supply for the Project, and
    d. Zone 7 providing the site at the Parkside Property.

2. It is anticipated that Project related improvements to the Parkside Property would begin in or before July 2022 conditioned on water supply availability and drought conditions effecting the Tri-Valley and the imposition of mandatory restrictions on use of potable water for irrigation.

The Parties agree to cooperate and work diligently to complete the Project in order for operations of the fill station to begin by July 2022, subject to the water supply and drought conditions as described herein.

3. No Party is a contractor or employee to or of any other Party. The Project is a temporary joint drought and water supply reliability project, with the Parties jointly sharing the benefits and risks of the Project.

## III. TERM

This Agreement is effective as of the date the last signature is affixed and transcribed above and shall extend through and include December 31, 2023, unless extended further pursuant to Section VII.B. of this Agreement.

## IV. RESIDENTIAL RECYCLED WATER FILL STATION

### *A. Site Description*

1. For the term of this Agreement, Zone 7 shall make available, at its sole cost and without requiring rent or lease payments from the other Parties, approximately 0.5 acres of the total 1.26 acres of the Parkside Property as the site for the Project.

### *B. Design*

1. DSRSD will provide planning and design services for the Project with the Parties providing review and design assistance.

2. DSRSD will be responsible for obtaining all required permits from City of Pleasanton and any other required permits to construct the Project, including authorization from any State agency as may be required.

3. The Parties shall provide timely review and provide comments and input on the draft design to DSRSD.

4. To the extent reasonably possible while meeting the objectives of the Project, the Project shall be designed to minimize impacts to:
    a. Traffic conditions within the City of Pleasanton; and
    b. The City of Livermore's recycled water supply and staffing; and
    c. The City of Pleasanton's Ken Mercer Sports Park.

5. Each Party will provide available information, including recycled water flows, available metering infrastructure and facilities, and other available information as requested by any Party for use in the planning, design, operations, and maintenance of the Project.

### *C. Construction*

1. DSRSD will be responsible for all recycled water plumbing improvements including but not limited to connection to the Pleasanton recycled water main at

Parkside Drive, all valves, pipes, and hoses, either through an on-call contract, or by soliciting bids at the sole discretion of DSRSD.

2. City of Livermore will be responsible for any modifications needed offsite at its metering equipment with City of Pleasanton.

3. DSRSD will be responsible for any modifications needed offsite at its metering equipment with City of Pleasanton.

***D. Recycled Water Supply***

1. City of Livermore will provide the total quantity of recycled water supply required for the Project. The quantity of recycled water that will be made available to residential users of the Project is therefore limited by the recycled water supplies to be made available by the City of Livermore.

2. To provide the recycled water supply for the Project, City of Livermore and City of Pleasanton shall cooperate to allow for the City of Livermore to deliver recycled water supplies to augment recycled water service delivered to the east side of Pleasanton on peak days. The delivery of City of Livermore recycled water supplies will therefore reduce City of Pleasanton's demand on the Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Agency (DERWA) recycled water program, which shall offset the demand from the operation of the fill station at Parkside Property.

3. The Parties acknowledge and agree that the Project shall not impact any DERWA recycled water supplies or deliveries to DERWA customers and no DERWA recycled water supply will be made available for use by the Project.

***E. Metering***

1. City of Livermore has a metered flow control valve connection with City of Pleasanton for recycled water supply. The existing recycled water infrastructure can deliver recycled water into City of Pleasanton's Tassajara Reservoir. All of City of Livermore's recycled water sold to the City of Pleasanton runs through a 12" water meter near the intersection of El Charro Rd and Jack London Boulevard. Recycled water supplies delivered by City of Livermore to City of Pleasanton for Project uses will be sold at City of Livermore's standard rates, effective at the time of delivery.

2. The maximum daily recycled water demand of the Project is estimated at 0.4 million gallons per day ("MGD").

***F. Staffing***

1. City of Livermore will be responsible for hiring and providing temporary employees to operate the recycled water fill station.

2. DSRSD, with the assistance of the City of Livermore, will provide training of the temporary staff hired to operate the recycled water fill station.

3. Only the cost of employees to operate the recycled water fill station will be jointly shared costs. All other staff time provided for the Project will be the responsibility of the party providing it.

***G. Cost Sharing***

1. Development, construction, operation, and maintenance costs will be funded equally by City of Livermore, City of Pleasanton, and the Dublin San Ramon Services District. Zone 7 shall not be responsible for any portion of these costs or other costs of the Project, except as provided in Section IV.A.1 of this Agreement. The Parties to share the defense costs be limited to the remaining parties and exclude Zone 7. Project development costs (including all planning, design, permitting, and construction costs) are estimated at $450,000. Annual operating costs, including required staffing, maintenance activities, utility costs, purchase of recycled water supply from Livermore, and all associated labor costs, are estimated at $300,000.

2. City of Livermore will incur energy costs specifically associated with the production of the additional recycled water required for the Project. Energy costs for the months that the Project was operating and open to residents will be produced and provided by the City of Livermore at the end of each year.

3. Recycled water purchase costs are as follows for City of Livermore: costs $3.30 per CCF or 748 gallons (2022 cost). Recycled water purchase costs are as follow for DERWA: $1.39 per CCF or 748 gallons (for 2022). The rates provided may be subject to change during the term of Agreement. The Parties agree to notify each other before changes are made to the recycled water purchase rates; however, the Parties acknowledge and agree that DERWA's rates are set independently by DERWA and are not subject to the control of any Party to this Agreement.

4. The jointly shared costs described herein may be partially reimbursed to DSRSD, Pleasanton and Livermore by Program Fee revenues (described below), subject to availability.

***H. Program Fee***

1. The Project will have a cost recovery fee program (the "Program Fee") to be paid annually. Residential users of the Project shall be required to sign up for program at an initial annual cost of $100. Payment of the Program Fee will allow the residential user access to the fill station and recycled water supply for the period during which the Project is in operation during the calendar year in which the fee

was paid (e g. a "season pass"). The Parties shall meet and confer annually on the amount of the Program Fee.

2. City of Pleasanton will provide financial management services for the Project, including:

    a. Receiving copies of invoices for all construction, operating and maintenance costs incurred by the Parties;
    b. Establishing separate project accounts to track the expenditures, revenues, and reimbursements;
    c. Billing the Parties for their share of the costs incurred;
    d. Remitting reimbursements to the Party that incurred each expense;
    e. Billing residential users and collecting the Program Fees appropriately; and
    f. Distributing Program Fee revenues equitably to the Parties each year by December 31st.

***I. California Environmental Quality Act (CEQA)***

1. Pleasanton will be the lead agency and prepare and file any required environmental analysis for the Project pursuant to the California Environmental Quality Act ("CEQA").

2. DSRSD and City of Livermore will cooperate with Pleasanton and assist Pleasanton as requested in the preparation of any CEQA document and shall each act as responsible agencies as required pursuant to CEQA.

3. The Parties agree to work cooperatively to ensure Project compliance with the California Environmental Quality Act (CEQA).

4. Entering into this Agreement does not pre-determine any actions that may be required pursuant to CEQA and each Party, according to its own judgment, may take any additional actions pursuant to federal or state resource protection laws that it determines are required for its continued participation in the Project

## V. PROJECT OPERATION

***A. Recycled Water Fill Station Operations***

1. To minimize traffic impacts in the City of Pleasanton the fill station will only be operated weekdays (Monday – Friday), excluding holidays, and only during non-peak traffic hours. The non-peak hours are established to be between 9:30 A.M. to 3:00 P.M. daily.

2. Any repairs or maintenance needed on site to keep the fill station operational shall be performed on weekdays outside of operational hours unless it is an urgent or emergency matter. Urgent or emergency matters are discussed in Section C.

3. The Parties shall jointly confer to adjust hours of operation to meet the high customer demand outside of non-peak hours (subject to the availability of trained staffing), to meet low customer demand during non-peak hours, or if there is insufficient trained staff to safely operate the Project during any hours of operation.

4. The Project will only be operated during periods when mandatory restrictions on the use of potable water for irrigation have been imposed on the Tri-Valley. The Project will not be operated in any non-drought year or any drought period where mandatory water use restrictions have not been imposed.

5. It is anticipated that the Project will be operated only during the months of April through October, or as otherwise determined by the Parties. The Parties shall agree in writing, no later than February 28th of each year during the pendency of this Agreement, if the Project will be operational during the upcoming operating period.

***B. Notification and Reporting***

1. In order to effectuate the additional sale of recycled water to the City of Pleasanton by the City of Livermore, DSRSD will coordinate with the City of Pleasanton to reduce their deliveries of recycled water and provide notice to the City of Livermore.

2. A minimum of 24-hour advanced notice is required for any operational changes to DSRSD's recycled water system.

3. A separate Standard Operating Procedure ("SOP") will be created by the Parties to establish contacts and procedures for making required changes to any Party's recycled water operations pursuant to this Agreement.

***C. Urgent or Emergency Matters***

1. In the case of an urgent or emergency situation involving the Project, the Parties agree to promptly communicate and work cooperatively to respond.

2. Any Party may respond to and resolve any urgent or emergency situation that occurs with the Project; however, Pleasanton will be the lead responder to address issues related to recycled water delivered to the Parkside Property.

3. When emergency response assistance is required by any Party related to the Project, mutual assistance or aid may be requested in accordance with any applicable mutual aid or operations agreements.

4. The Parties shall create and maintain an emergency contact list, which shall include names, roles, and emergency contact information for emergency response personnel. If an urgent or emergency condition exists, the responding Party shall attempt to reach their counterpart, by telephone as soon as reasonably possible.

5. No Party to this Agreement, or a third party under contract with a Party, shall be constrained in an urgent or emergency situation from expending funds or performing work on the Project that is in compliance with state and local emergency procurement requirements, in order to prevent or mitigate the loss or impairment of life, health, property or essential public services to its customers at its individual expense and in accordance with its policies and procedures. In such an event, the Party performing, or that has authorized, the work shall notify the other Parties soon as reasonably practical.

## VI. REPORTING

On a monthly basis, the Parties will do the following:

a) DSRSD will prepare and provide a report to City of Livermore and City of Pleasanton on total quantity of recycled water delivered to the recycled water fill station for the prior month;
b) City of Livermore will provide the number of daily vehicle trips at the station (broken down by city of residence);
c) City of Pleasanton will provide the number of residential customers and the amount of Program Fee revenues received and provide a report of season passes sold with residency and contact information of the purchaser of the season pass (including the physical address and phone number) to the corresponding jurisdiction.

## VII. GENERAL PROVISIONS

### *A. Termination*

The Parties may, at any time, terminate the Agreement immediately or suspend operations, subject to any actions determined necessary to safely terminate or suspend operations and apportion costs as described in paragraphs 3 and 4 of this Section VII.A. Termination pursuant to this paragraph shall be unanimous and be documented in a writing pursuant to Section VII.B. of this Agreement.

No later than 60 days after the issuance by one or more Parties of a Notice of Intention to Terminate pursuant to the preceding paragraph, the Parties shall meet and confer regarding the Project and its continued operation, abandonment, dismantling, or demolition.

In the event the Project is abandoned, dismantled, or demolished, the Parties hereby agree to a co-equal cost-share of all costs incurred as a result. Should Project operations continue, the remaining Parties to the Agreement will negotiate updated cost-sharing consistent with this Agreement.

### *B. Amendment*

No modification or amendment of this Agreement will be valid unless made in writing and signed by the duly authorized representatives of the Parties.

***C. Assignment and Successors***

No Party will assign any right or interest in this Agreement, or any part thereof, without the written consent of the other Parties, which consent shall be at the sole discretion of the consenting Party or Parties. This Agreement will bind the successors of the Parties in the same manner as if they were expressly named.

***D. Dispute Resolution***

In the event of a dispute between a Party or Parties over the meaning of this Agreement or any term thereof, each Party will assign an appropriate management executive to meet in good faith with the other Partis to attempt to resolve the matter. Should informal efforts fail to resolve a dispute, the Parties may agree to mediation or arbitration, or pursue other available legal remedies.

***E. Compliance With Laws***

Each Party will comply with all federal and state laws, local ordinances, regulations, and orders applicable to the work it will perform under this Agreement.

***F. Indemnification***

The Parties, their officers, employees, staff, and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Party, its officers, directors, or employees shall be responsible for any action taken or omitted by any other Party, or its officers, directors, or employees. To the extent allowed by law, the Parties repudiate the provision for joint and several tort liability provided under Government Code Section 895.2, and agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any negligent or wrongful act or omission of such Party in the performance of this Agreement, and the Parties intend that each Party provide indemnity or contribution in proportion to that Party's responsibility for any such claim, damage, loss, judgment, liability, expense or other cost, as determined under principles of comparative negligence.

Subject to and pursuant to the above, the Parties agree to share the costs of any third party-initiated claim or litigation resulting or arising from the Project or its operations.

***G. Insurance***

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles.

***H. Notice***

All notices required to be given, or which may be given by one Party to the other, will be deemed to have been fully given and fully received: (A) immediately upon personal delivery; (B) three days after the notice is deposited in the United States mail, registered and postage prepaid and addressed to the Party for whom intended; or (C) on the same day as electronic transmission is sent as long as the transmitting Party receives confirmation of the transmission's delivery.

DSRSD:
Dan McIntyre, General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568
(925) 875-2200
mcintyre@dsrsd.com

City of Pleasanton:
Kathleen Yurchak, Director of Ops & Water Utilities
City of Pleasanton
3333 Busch Road
Pleasanton, CA 94566
(925) 931-5506
kyurchak@cityofpleasantonca.gov

City of Livermore:
Scott Lanphier, Director of Public Works
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
(925) 960-8003
smlanphier@cityoflivermore.net

Zone 7:
Valerie Pryor, General Manager
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000
vpryor@zone7water.com

The Parties may unilaterally modify the name, position, or address for notices pursuant to this Agreement; notification of which will be in writing and provided to each Party.

***I. Signatures***

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. This Agreement may be executed in counterpart which when taken together shall be considered one and the same agreement. Facsimile, including email, and electronic signatures shall be binding.

***J. Severability***

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

***K. Governing Law and Venue***

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of the County of Alameda.

***L. No Third-Party Beneficiaries***

No third-party beneficiaries are intended or created by this Agreement.

***M. Complete Agreement***

This Agreement represents the entire agreement between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year of the last signature affixed below and first above written.

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____ Date:

Dan McIntyre

Title: General Manager

Approved as to form:

_____

Douglas E. Coty, General Counsel

CITY OF PLEASANTON

By: _____ Date:

Gerry Beaudin

Title: City Manager

Approved as to form:

_____

Daniel G. Sodergren, City Attorney

CITY OF LIVERMORE

By: _____ Date:

Marianna Marysheva

Title: City Manager

Approved as to form:

_____

Jason R. Alcala, City Attorney

ZONE 7

By: _____ Date:

Valerie Pryor

Title: General Manager

Approved as to form:

_____

Rebecca Smith, General Counsel

Exhibit A – Project Location Map

# EXHIBIT A

## JOINT RESIDENTIAL RECYCLED WATER FILL STATION AT 5997 PARKSIDE DRIVE PROJECT LOCATION MAP

Location Map




5/23/2022, 9:06:19 AM

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

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LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.2**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Spence, Community Development Director

**SUBJECT:** Resolution authorizing execution of an agreement with CPM Associates, Inc. in the not-to-exceed amount of $928,000 to provide construction management services for the Livermore Village Parking Garage Construction Project 586003

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with CPM Services, Inc. in the not-to-exceed amount of $928,000 to provide construction management services for the Livermore Village Parking Garage Construction Project 586003.

## SUMMARY

This Professional Services Agreement with CPM Associates, Inc. will provide construction management services in connection with the Livermore Village Parking Garage Construction Project 586003. The project (also referred to as the L Street garage) involves the construction of a 4-level public parking garage with approximately 450 spaces to be located east of L Street, between Veterans Way and First Street. Additional site improvements include reconfiguring the surface parking lot east of the parking garage, constructing a trash enclosure facility, installing a pedestrian walkway between the new garage and First street, and completing landscaping along Veterans Way north of the garage.

Services under this agreement include constructability reviews of the design documents and construction management services during construction. Construction management services include leading the weekly meetings, maintaining project documentation, coordinating construction activities, preparing weekly inspection reports, managing submittals, and assistance with change orders, project commissioning, and project close-out.

## DISCUSSION

On January 30, 2018, the City Council approved the locations for open space, housing, parking and circulation systems, cultural facilities, commercial uses, and a hotel for the Downtown catalyst sites. The approved plan includes additional parking on the northwest side of the existing Livermore Valley Parking Garage located at I Street and Railroad Avenue (I Street Garage) and additional parking at the

southwest corner of the Livermore Village Site (Livermore Village Garage). City Council directed staff to maintain the existing parking supply during all phases of downtown development and to provide adequate parking for all existing and new development. The new Livermore Village Parking Garage will help meet these objectives.

The Planning Commission reviewed the project on August 21, 2018, and determined that it is consistent with the Livermore General Plan and related polices. On September 11, 2018, the City Council approved Downtown Design Review 18-006 for the project subject to the Conditions of Approval and directed staff to file the Notice of Determination.

The City then moved forward with constructing the I Street Garage first while the final parcel of property was purchased for the Livermore Village Garage. The I Street Garage is currently nearing completion. New parking in the I Street Garage will replace current parking that will be removed during the construction of the Livermore Village Garage. In this manner, overall parking supply will be maintained.

The Livermore Village Parking Garage Construction Project 586003 will be constructed in two phases. Phase 1 consists of reconfiguring the surface parking lot east of the future garage, constructing a trash enclosure facility, and installing infrastructure for 16 electrical vehicle fast chargers. Phase 2 will involve constructing the parking garage and the remaining site improvements. Phase 1 bids opened in May and construction is scheduled July 2022 through February 2023. Phase 2 is scheduled to begin construction in November 2022 and be completed by March 2024.

In November 2021, staff issued a Request for Qualifications and Proposals (RFQ/RFP) for construction management services for various Capital Improvement Projects including the Livermore Village Parking Garage. The following four consultants submitted proposals in January 2022: CPM Associates, Inc.; Swinterton Management & Consulting; Gannett Fleming, Inc.; and 4LEAF Inc. A five-person selection committee reviewed the proposals and decided to interview all four firms. The firms were rated on overall responsiveness, relevant experience and qualifications of staff, ability to respond to the City's needs in a timely manner, and their understanding and approach to the listed sample projects in the RFQ/RFP. CPM Associates Inc. was ranked as the most qualified consultant to provide construction management services for the Livermore Village Parking Garage based on their wealth of experience providing construction management services for similar parking garage projects. Their assigned construction manager in particular has worked on multiple garage construction projects.

Staff negotiated the attached professional services agreement and scope of work in the not-to-exceed amount of $928,000. The scope of work for this agreement involves approximately 25 hours per week of on-site construction management for four months when Phase 1 is under construction and Phase 2 is still in the design phase. During this period, CPM will also provide constructability reviews for the Phase 2 design. Once Phase 2 begins, CPM will provide full-time construction management services for 17 months during the garage construction.

Construction management services include the following:

- Lead jobsite meetings
- Maintain project documentation
- Review and analyze contractor's schedule
- Coordinate construction activities
- Oversee inspections

- Prepare weekly inspection reports
- Manage submittals and requests of information
- Identify problems and assist with change orders
- Assist with commissioning and project close-out

The $928,000 contract amount is approximately 3% of the $32 million construction cost estimate. This is within the typical range for construction management services.

**FISCAL AND ADMINISTRATIVE IMPACTS**

Funding for this agreement is covered in the budget for the Livermore Village Parking Garage Construction Project 586003 in the FY 2021-23 Capital Improvement Plan. The project is funded with General Funds (Fund 001) and Debt Construction Funds (Fund 320). Funding for the Livermore Village Parking Garage Construction Project in Fiscal Year 2023-24 will be requested when staff request authorization to issue certificates of participation (COPs) to fund the project, which will be brought before Council in September 2022.

**ATTACHMENTS**

1. Resolution
2. Exhibit A - Agreement with CPM Associates, Inc.

Prepared by: Joel Waxdeck
Assistant City Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH CPM ASSOCIATES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT NOT-TO-EXCEED $928,000**

**(Livermore Village Parking Garage Construction, Project No.586003)**

The Engineering Division requires a consultant to provide construction management services for the Livermore Village Parking Garage Construction, Project No. 586003. The project involves the construction of a four level, approximately 450 space parking garage, and other site improvements, at the Livermore Village Site. This Professional Services Agreement with CPM Associates, Inc., in an amount not-to-exceed $928,000, covers this work.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that the City Manager is authorized to execute a Professional Services Agreement with CPM Associates, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $928,000, to provide construction management services for the Livermore Village Parking Garage Construction Project.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Tara Mazzanti*

Marie Weber
City Clerk

Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with CPM Associates, Inc.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and CPM Associates, Inc. ("Consultant"), a California S Corporation.

## RECITALS

City requires professional services to provide construction management services for the Livermore Village Parking Garage Construction Project 586003.

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

## AGREEMENT

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

**1. Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

**2. Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

**3. Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Construction management services for the Livermore Village Parking Garage Construction Project 586003.

**4. Consultant's Responsibilities.** Consultant shall:

**(a)** Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

**(b)** Provide the resources necessary to complete the Services in a timely manner;

**(c)** Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Consultant and the Services;

**(f)** Coordinate the Services with Edward Reyes ("Project Manager"), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant 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. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

**(k)** Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

**(l)** If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

**(m)** Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**5. Compensation and Payment.**

**(a)** The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $928,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant'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 Consultant, its agents, and employees to provide the Services.

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

**6. Term.** The term of this Agreement commences on June 14, 2022, and terminates upon the completion of the Services or December 31, 2025, whichever occurs first.

**7. Termination by City.** City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and 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 Consultant in accordance with Section 5.

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

**9. Copyright and Right of Use.** All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant 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 Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

**10. Confidentiality.** Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive

termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

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

**(a)** Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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

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

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

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

**15. Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant'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, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: City Engineer
CC: Project Manager
City Administration Building
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Jeffrey Cooper
Chief Operating Officer
CPM Associates, Inc.
1663 Mission Street, Suite 425
San Francisco, CA 94103

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

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

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

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

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

**********

**Signatures and Attachment List on the Next Page**

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

**CONSULTANT:** **Dated:** 5/2/2022

By: Ismael Pugeda
Title: Chief Executive Officer

**CITY OF LIVERMORE:** **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

**Exhibit "A" – Scope of Services**
**Livermore Village Parking Garage Construction Project 5860033/15/22**
Construction Management Services

**Scope of Work:**

This Project will be performed in two phases. In general, Phase 1 is for the Trash Facility and Phase 2 is for the Parking Structure.

The Livermore Village Parking Garage Construction Project will be constructed in two phases. Phase 1 consists of constructing a surface lot and trash enclosure east of the garage. The consultant will provide approximately 25 hours per week of construction management for Phase 1 during construction. During this period CPM will be providing some constructability reviews for the Phase 2 documents. Phase 2 consists of constructing a 4-level parking garage with around 455 spaces and associated site improvements. Site improvements include building a new pedestrian pathway, additional surface parking, and repairs to Veteran's Way. When Phase 2 begins construction, the consultant will begin full time construction management activities for the close out of phase 1 and construction of Phase2.

## 1. DESIGN REVIEW

1.1 Contractor to provide third-party, peer, and quality assurance reviews of the 90% and 100% design deliverables and construction documents produced by Client's designer.

## 2. ESTIMATING SERVICES

2.1 Contractor shall support Client by performing the following:

2.2 Prepare and review Project hard and soft cost budget estimates for the 90% and 100% design deliverables.

## 3. PROJECT COORDINATION

Contractor shall provide, but not be limited to, the follow project coordination services:

3.1 Assist Client staff in all phases with Project coordination.

3.2 Assist with the establishment, implementation, and modification of Project administrative procedures.

3.3 Coordinate, lead, and document appropriate weekly Project meetings throughout each phase of the Project lifecycle.

3.4 Coordinate any hazardous material survey, reporting and abatements work to ensure Client compliance with appropriate entities.

## 4 DOCUMENT CONTROL SERVICES

Contractor shall provide, but not be limited to, the following document control services:

4.1 Maintain all Project documentation in an integrated, accessible electronic format.

4.2 Maintain status logs of Project documents such as design activities and status, requests for information, submittals, substitution requests, etc.

**Exhibit "A" – Scope of Services**
**Livermore Village Parking Garage Construction Project 5860033/15/22**
Construction Management Services

## 5 CONSTRUCTION MANAGEMENT

5.1 Provide procurement support, management, administration, and oversight of construction contract.

5.2 Perform as the Construction manager during the entire Project lifecycle. At a minimum, Contractor shall provide the following construction management services:

5.2.1 Establish a job specific safety program with the Construction Contractor and enforce jobsite safety.

5.2.2 Review construction documents for constructability and consistency with the Project schedule.

5.2.3 Review construction work and phasing plans and make recommendations to minimize disruptions.

5.2.4 Review Construction Contractor's schedules (baseline, monthly updates, and three-week lookaheads) and notify Client of any discrepancies or areas of concern.

5.2.5 Ensure construction activities are properly coordinated with all necessary personnel, including City of Livermore and any other affected parties.

5.2.6 Review and/or prepare construction quality assurance/quality control plans.

5.2.7 Provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work including quality assurance and code compliance oversight.

5.2.8 Ensure that the Construction Contractor has scheduled all formal code inspections with the appropriate City of Livermore and state agencies once a pre-inspection has been performed by the Construction Contractor. Prior to the formal inspection, the pre-inspection shall confirm that all contract and code requirements.

5.2.9 Coordinate with specialty inspection firm.

5.2.10 Monitor environmental inspection for Construction Contractor's compliance with environmental regulations.

5.2.11 Examine materials and equipment being incorporated into the work to verify that they are supported by approved submittals, handled, stored, and installed properly.

5.2.12 Prepare weekly inspection reports for submission to Client

5.2.13 Manage and review the submission of samples, shop drawings, Operation and Maintenance manuals, and other submittals between Construction Contractor for contract and code compliance.

5.2.14 Identify problems encountered in accomplishing the construction work and recommend appropriate action to the Client in order to resolve problems with a minimum effect on the timely completion of the Project.

5.2.15 Maintain a log of any Requests for Information and manage responses for approval by Client or Engineer-of-Record.

5.2.16 Review progress pay requests for accuracy and recommend approval.

5.2.17 Review Construction Contractor reports, as-built drawings, and other construction documentation and ensure information is appropriately captured for Client's records.

5.2.18 Coordinate job site meetings and prepare meeting minutes. Contractor shall review and communicate information presented to Client and all attendees.

5.2.19 Monitor and assist Client with compliance of all contract terms and conditions, including, but not limited to, labor standards, drug policy, security requirements, site cleanliness, and safety.

5.2.20 Administer the evaluation and negotiation of change orders, prepare and process change orders for Client approval, and maintain a change log.

5.2.21 Work with Client on project Commissioning.

**City of Livermore - Parking Structure and Trash Collection Projects**
**Cost Proposal - R1**
***4/1/2022***

| | | | | | 2022 | | | | | | 2023 | | | | | | | | | | | | 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Position** | **Role** | **2022 Hourly Rate** | **2023 Hourly Rate** | **2024 Hourly Rate** | **July** | **August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **April** | **May** | **June** | **July** | **August** | **September** | **October** | **November** | **December** | **January** | **February** | **March** | **TOTAL** |
| Justin Erickson | Construction Manager | $ 225.64 | $ 232.41 | $ 239.38 | 100 | 100 | 100 | 100 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | $ 715,674 |
| TBD (As-Needed) | Document Control | $ 120.00 | $ 124.80 | $ 129.79 | 25 | 25 | 25 | 25 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | 39.5 | $ 96,016 |
| Mike Schieberl | Constructability Review | $ 189.60 | | | | | | | 80 | | | | | | | | | | | | | | | | | $ 15,168 |
| | | *Total Labor* | | | | | | | | | | | | | | | | | | | | | | | | *$ 826,857* |
| Vehicle | | | | | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 1,000 | $ 21,000 |
| Procore | | | | | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 500 | $ 10,500 |
| Saylor | Subconsultant - Estimating | | | | | | | | $ 25,000 | | | | | | | | | | | | | | | | | $ 25,000 |
| | | *Total ODCs* | | | | | | | | | | | | | | | | | | | | | | | | *$ 56,500* |
| | | *5% Contingency* | | | | | | | | | | | | | | | | | | | | | | | | *$ 44,643* |
| | | **TOTAL** | | | | | | | | | | | | | | | | | | | | | | | | **$ 928,000** |

EXHIBIT A

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   **$5,000,000** per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   **$2,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$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. Professional Liability/Errors and Omissions:
   **$5,000,000** per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

**Deductibles and Self-Insured Retention**

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

**Acceptability of Insurers**

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

**Other Insurance Provisions**

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

**Verification of Coverage**

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.3**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Spence, Community Development Director

**SUBJECT:** Resolution authorizing sole sourcing equipment and instruments from Siemens to match existing equipment compatibility for the construction of the City Hall HVAC and Central Plant Chiller Replacement, Project No. 2018-30

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution pursuant to Section 2.68.550 (C) of the Livermore Municipal Code (LMC), authorizing the sole sourcing of specific brands of equipment and instruments for construction of the City Hall HVAC and Central Plant Chiller Replacement Project No. 2018-30.

## SUMMARY

The City Hall HVAC and Central Plant Chiller Replacement Project includes a number of improvements to the HVAC systems that serve City Hall and the Police Department. The HVAC equipment is controlled with automated controls manufactured by Siemens. The work will involve the partial replacement of some of the equipment manufactured solely by Siemens. In order for the new equipment to be compatible with the old equipment, staff recommends the following items be sole sourced from the same manufacturer pursuant to Section 2.68.550 (C) of the LMC.

| Item No. | Item Description | Brand Required |
|---|---|---|
| 1 | Campus Building Controller Software Upgrade | Siemens CC 5.1 or latest revision |
| 2 | Building CO2 Sensor Zones | Siemens P1 DXR with QMX3 Temp/RH/CO2 or Siemens TEC with QPA Temp/RH/CO2 Sensors |
| 3 | Police Department Upgraded Pneumatic Actuators | Siemens Floating Control Valve Actuator “SSC81U” and Valve; and Damper Actuator GDE131P |

| | | |
|---|---|---|
| 4 | Building Controllers | Siemens BACnet IP PXC Controllers with P1 Floor Level Network; Applicable Part Numbers: PXC00-E96.A,PXC100-E96.A, PXC24.2-EF.A, PXC24.2-ERF.A, PXC36-EF.A, PXC36-E.A |

**DISCUSSION**

Both the City Hall and Police Department buildings are heated by a system of boilers and pumps and cooled by a cooling tower and chillers known as the Central Plant, located behind the Police Department building. Hot and cool water is pumped through an underground looped pipe system to both buildings, while temperature control is managed by a series of thermostats. The heating and cooling system has been in place since the buildings were constructed approximately 20 years ago. Major portions of both systems are at the end of their useful life and experience periodic failures and excessive maintenance costs. It is both costly to continue to support these systems and difficult to obtain certain replacement parts because they are no longer being manufactured. The systems are past their prime in terms of efficiency and the quality of air that they deliver to building occupants.

The City Hall HVAC and Central Plant Chiller Replacement Project includes the following items:

- Replacing two main chillers and supporting equipment in the Central Plant
- Replacing three boilers and their primary pumps in the Central Plant
- Seismic restraint systems for the mechanical/plumbing units
- Boiler venting for the three boilers
- Upgrading Police Department HVAC pneumatic controls to direct digital controls
- Upgrading City Hall HVAC controls to direct digital controls
- Replacing the existing building controllers and software for the energy management and building control system at City Hall and the Police Department
- Adding new mini-split HVAC units to the Police 911 office and main IT room
- Upgrade controls to include CO2 monitoring in both City Hall and the Police Department

The project is currently in final design and contract documents will be completed in the Summer of 2022. Staff has identified the need to sole source automation controls from Siemens so that the new equipment will be able to communicate with the remaining existing equipment that uses Siemens control automation. Section 2.68.550 (C) of the LMC allows for an exception to the bidding requirement and also for the notice of such project normally required in LMC Section 2.68.540, when based on the fact that the equipment is unique. The justification to support an exception to the bidding for specific brands of equipment and instruments for the improvement project are listed below:

1. Equipment and instruments listed have a good performance history at the City's City Hall and Police Department.
2. Using the same manufacturer for the equipment and instrumentation will ensure compatibility and good performance with the existing 250 Direct Digital Control Zone Controllers that control air flow and temperature in all spaces throughout the buildings using a Siemens communication protocol.
3. Using the same manufacturer for equipment and instrumentation will ensure compatibility and good performance with the existing Siemens computer database, wiring, and sensors to the various HVAC system equipment.

4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.

## FISCAL AND ADMINISTRATIVE IMPACTS

Contractors can obtain competitive quotes from different distributors or vendors for the same brand of products during the bid. Therefore, there should not be a significant increase in the bid price for the project. Using manufacturers that match products in the City Hall and Police Department buildings will reduce maintenance costs. Funding for this equipment is covered in the budget for the City Hall HVAC and Central Plant Chiller Replacement Project No. 2018-30 and is included in the 2021-23 Capital Improvement Plan. The project is funded with Facilities Rehabilitation Program Fees (Fund 740).

## ATTACHMENTS

1. Resolution

Prepared by: Joel Waxdeck
Assistant City Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION APPROVING AN EXCEPTION TO THE LIVERMORE MUNICIPAL CODE BIDDING REQUIREMENT AND AUTHORIZING SOLE SOURCING SPECIFIC BRANDS OF EQUIPMENT AND INSTRUMENTS FOR THE CONSTRUCTION OF THE CITY HALL HVAC AND CENTRAL PLANT CHILLER REPLACEMENT AND APPROVAL OF FINDINGS FOR PROJECT NO. 2018-30**

The City Hall HVAC and Central Plant Chiller Replacement Project includes replacing two chillers and three boilers along with supporting equipment at the Civic Center Campus Central Plant; new boiler venting; new mini-split HVAC units in the 911 call center and main server room of Police Department; upgrading Police Department and City Hall HVAC controls to Direct Digital Controls; and incorporating CO2 monitoring devices.

Staff has identified the need to sole source automation controls from Siemens so that the new equipment will be able to communicate with the remaining existing equipment that uses Siemens control automation.

Livermore Municipal Code Section 2.68.550(C) (LMC) authorizes an exception to bidding requirements, including the formal bidding notice requirements contained in LMC Section 2.68.540, if there is no competitive advantage to be gained by inviting bids and where staff has determined that the supplies and equipment are unique and available from a sole source.

The findings in support of an exception to bidding for specific brands of equipment and instruments for the improvement project are as follows:

1. Equipment and instruments listed have a good performance history at the City's City Hall and Police Department.
2. Using the same manufacturer for the equipment and instrumentation will ensure compatibility and good performance with the existing 250 direct Control Zone Controllers that control air flow and temperature in all spaces throughout the buildings using a Siemens communication protocol.
3. Using the same manufacturer for the equipment and instrumentation will ensure compatibility and good performance with the existing Siemens computer database, wiring, and sensors to the various HVAC system equipment.
4. The inventory of replacement and spare parts can be reduced and better managed if replacement and spare parts are identical to existing equipment.
5. Using similar products reduces the amount of staff training.

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

1. The City Council authorizes sole sourcing the following specific brands of equipment and instruments for the construction of the City Hall HVAC and Central Plant Chiller Replacement Project No. 2018-30:

| Item No. | Item Description | Brand Required |
|---|---|---|
| 1 | Campus Building Controller Software Upgrade | Siemens CC 5.1 or latest revision |
| 2 | Building CO2 Sensor Zones | Siemens P1 DXR with QMX3 Temp/RH/CO2 or Siemens TEC with QPA Temp/RH/CO2 Sensors |
| 3 | Police Department Upgraded Pneumatic Actuators | Siemens Floating Control Valve Actuator "SSC81U" and Valve and Damper Actuator GDE131P |
| 4 | Building Controllers | Siemens BACnet IP PXC Controllers with P1 Floor Level Network; Applicable Part Numbers: PXC00-E96.A, PXC100-E96.A, PXC24.2-EF.A, PXC24.2-ERF.A, PXC36-EF.A, PXC36-E.A |

2. The City Council approves findings in support of an exception to the bidding requirement contained in Livermore Municipal Code Section 2.68.550(C) and also the formal bidding notice requirements of Section 2.68.540 because there is no competitive advantage to be gained by inviting bids and staff has determined that the supplies and equipment are unique and available from a sole source.

3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted this June 13, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara M. Mazzanti*
Tara M. Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.4**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Spence, Community Development Director

**SUBJECT:** Resolution authorizing a Memorandum of Agreement between City of Livermore and City of Dublin for the North Canyons Parkway and Dublin Boulevard Connection, Project Number 200259

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Memorandum of Agreement with the City of Dublin for the North Canyons Parkway and Dublin Boulevard Connection, Project Number 200259.

## SUMMARY

The City of Dublin (Dublin) and the City of Livermore (Livermore) have been collaborating on the North Canyons Parkway and Dublin Boulevard Connection project since 2016. Dublin, as the project sponsor, retained BKF Engineers for design services to prepare plans, specifications, and cost estimates for the project. Both agencies recognized that additional resources are needed to support the cities in the design development phase and have agreed to retain an independent consultant to perform the design reviews.

The Memorandum of Agreement (MOA) establishes how the cost for the design review consultant will be shared between Dublin and Livermore. The total cost for the design review consultant is approximately $428,100 of which Dublin's share is approximately $300,330 and Livermore's share is approximately $127,770 based on the location of the project.

## DISCUSSION

The North Canyons Parkway and Dublin Boulevard Connection project will connect Dublin Boulevard from Fallon Road (in Dublin) to North Canyons Parkway at Doolan Road (in Livermore). The proposed new road alignment is approximately 8,300 feet (1.6 miles) and will consist of three travel lanes and a bicycle lane in each direction between Fallon Road and Croak Road, transitioning to two travel lanes and a bicycle lane in each direction between Croak Road and North Canyons Parkway. The proposed alignment includes a bridge over Cottonwood Creek. Approximately 63% of the project is in Dublin and

37% is in unincorporated Alameda County with some miscellaneous work within Livermore.

Preliminary Engineering, California Environmental Quality Act (CEQA) Environmental review (in August 2019) and National Environmental Policy Act (NEPA) review (in February 2021) have been completed.

Dublin, as the project's sponsor, retained BKF Engineers for the project design to prepare plans, specifications, and cost estimates. Both agencies recognized that additional resources are needed to support the cities in the design development phase and have agreed to retain an independent consultant to perform the design reviews. Kimley-Horn has been selected as the independent consultant for the design reviews.

The MOA establishes the parties' agreement to share the cost for the independent consultant and other related costs for the design phase. The total cost for the design review is approximately $428,100: approximately $177,560 for scope within Dublin, approximately $5,000 for scope within Livermore, and approximately $245,540 for scope within Alameda County. Both cities have agreed to share the cost in the unincorporated area of Alameda County on a 50-50 basis resulting in Dublin's cost share at approximately $300,330 and Livermore's at approximately $127,770.

Execution of the MOA will allow Livermore to reimburse Dublin for the independent consultant and other related costs. The total compensation to Dublin shall not exceed $127,770.

**ENVIRONMENTAL DETERMINATION**

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

**FISCAL AND ADMINISTRATIVE IMPACTS**

Livermore's share of the cost for the design review consultant is approximately $127,770. Funding for North Canyons Parkway and Dublin Boulevard Connection, Project Number 200259 is programmed in the FY 2021-23 Capital Improvement Plan with a budget allocation of $275,000 in Traffic Impact Fee funds (F306).

**ATTACHMENTS**

1. Project Limits
2. Resolution
3. Exhibit A- Memorandum of Agreement with City of Dublin

Prepared by: Roberto Escobar
Associate Civil Engineer

Approved by:

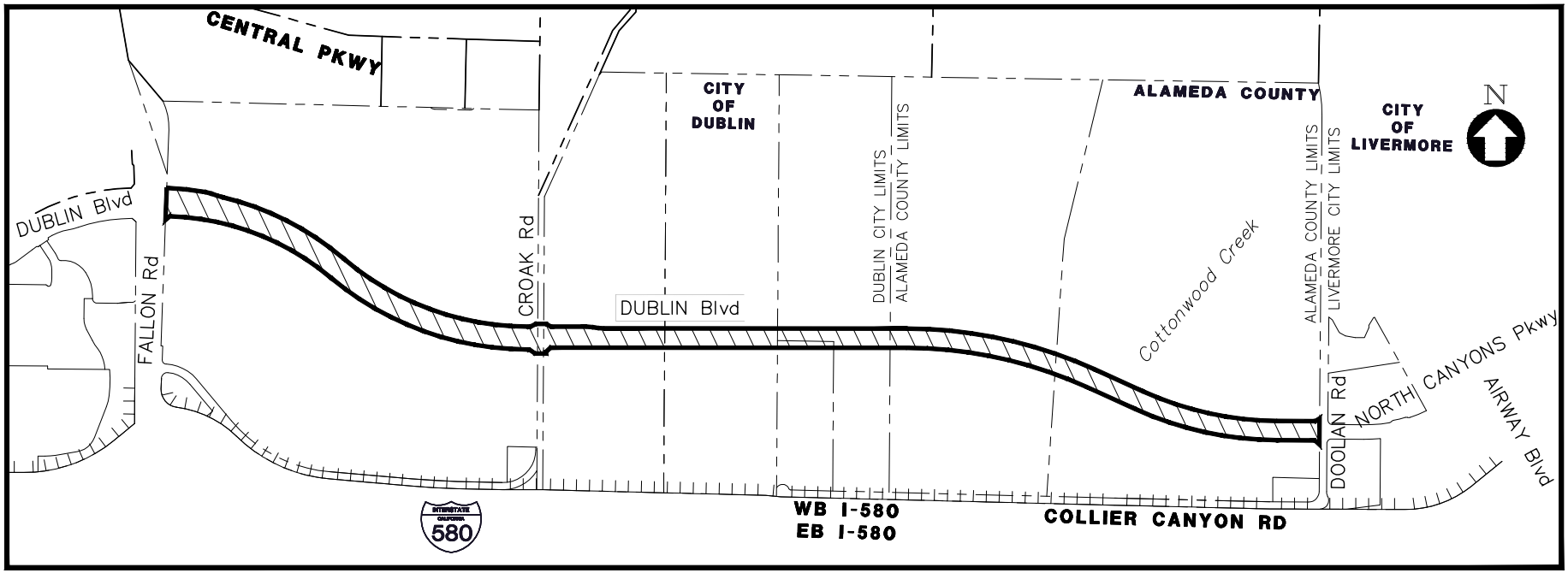


Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director




NORTH CANYONS PKWY AND DUBLIN BLVD CONNECTION

DUBLIN PROJECT NO. ST0216, LIVERMORE PROJECT NO. 200259

PROJECT LIMITS

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

**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE CITY OF DUBLIN FOR THE NORTH CANYONS PARKWAY AND DUBLIN BOULEVARD CONNECTION, PROJECT NUMBER 200259**

The North Canyons Parkway and Dublin Boulevard Connection Project ("Project") will connect Dublin Boulevard from Fallon Road in Dublin to North Canyons Parkway at Doolan Road in Livermore.

The City of Dublin and the City of Livermore have been collaborating on the Project since 2016.

The City of Dublin as the project sponsor retained BKF Engineers for the design. Both agencies recognized that additional resources are needed to support the cities in the design development phase and have agreed to retain an independent consultant to perform the design reviews. Kimley-Horn's (KHA) has been selected as the independent consultant for the design reviews.

The Memorandum of Agreement establishes the parties' agreement to share the cost for the independent consultant and other related costs for the design reviews. The total cost for the design review is approximately $428,100. The City of Dublin's cost share is approximately $300,330, and the City of Livermore's cost share is approximately $127,770.

Execution of the Memorandum of Agreement will allow the City of Livermore to reimburse the City of Dublin for the independent consultant and other related costs. The total compensation to the City of Dublin shall not exceed $127,770.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that the City Manager is authorized to sign, on behalf of the City of Livermore, a Memorandum of Agreement with the City of Dublin, attached hereto as Exhibit A, for Livermore's cost share in an amount not-to-exceed $127,770.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*
Tara Mazzanti
Assistant City Attorney

Exhibit A – Memorandum of Agreement with the City of Dublin

# MEMORANDUM OF AGREEMENT
# BETWEEN CITY OF LIVERMORE AND CITY OF DUBLIN
# FOR
# THE DUBLIN BOULEVARD/NORTH CANYONS PARKWAY EXTENSION PROJECT
# Dublin CIP ST0216, Livermore CIP 200259
# (PLANS, SPECIFICATIONS & ESTIMATES PHASE)

This MEMORANDUM OF AGREEMENT, defined below, dated as of the___ day of_____, 2022 (this "MOA"), is entered into by the City of Livermore, a Municipal Corporation ("LIVERMORE") and the City of Dublin, A Municipal Corporation ("DUBLIN").

## SECTION I - RECITALS

A. The Dublin Boulevard/North Canyons Parkway Extension Project ("PROJECT") is a project to connect existing Dublin Boulevard in DUBLIN to North Canyons Parkway in LIVERMORE ("ROADWAY"), an approximate distance of 8,300 feet, as defined in the Cooperative Agreement No. 20-291 ("AGREEMENT") between ALAMEDA COUNTY TRANSPORTATION COMMISSION (CTC), DUBLIN and LIVERMORE attached hereto as Attachment No. 1.

B. Pursuant to Section II of the AGREEMENT, CTC, the implementing agency retained a consultant to prepare the Plans, Specification, and Estimate ("PS&E").

C. Preliminary Engineering ("PE"), California Environmental Quality Act ("CEQA") Environmental Review (August 2019) and National Environmental Policy Act ("NEPA") Review (February 2021) have been completed. The PROJECT is in the PS&E Design Development Phase.

D. LIVERMORE and DUBLIN recognized that additional resources are needed to support the cities in the PS&E Design Development Phase. The cities have agreed to retain an independent consultant to review the PS&E Phase documents.

E. Section II, Item 6 of the AGREEMENT established the cost share between DUBLIN AND LIVERMORE for the PS&E Phase.

F. The Right-of-Way and Construction Phases will be covered in future agreements.

G. The parties intend to define herein the agreement by which LIVERMORE and DUBLIN will share the consultant's and other related cost for the review of the PS&E Phase documents.

## SECTION II - AGREEMENT

Now, therefore, LIVERMORE and DUBLIN agree that the aforementioned recitals are true and correct, and further agree as follows:

1. PURPOSE. Pursuant to Section II of the AGREEMENT, Alameda County Transportation Commission (CTC), the implementing agency retained a consultant to prepare the Plans, Specification, and Estimate ("PS&E") for the PROJECT.

   Approximately 63% of the PROJECT is in DUBLIN and the remaining 37% is in unincorporated Alameda County. LIVERMORE and DUBLIN recognized that additional resources are needed to support the cities in the PS&E Design Development Phase. The cities have agreed to retain an independent consultant to review the PS&E Phase documents.

   The purpose of this MOA is solely to set forth the parties' agreement of the cost sharing formula for the consultant's and other related cost for the review of the PS&E Phase documents. This MOA shall only be construed to create the specific rights and obligation set forth herein. It is not intended, and shall not be construed, to create any rights or obligations, as between the parties or in or of third parties, as to cost sharing for future components of the PROJECT.

2. SCOPE OF WORK - PS&E PHASE DOCUMENT REVIEW. The scope of work, fee, and selection of consultants for the PS&E's Phase document review will be approved by both DUBLIN and LIVERMORE prior to the commencement of the work.

3. PROJECT FUNDING AND COST SHARING.

   a. The total PS&E phase review cost ("COST") is $428,100 (Consultant, Zone 7 Water Agency and County of Alameda). The estimated COST for the scope of work within City of Dublin is $177,560, and the estimated COST for the scope of work within City of Livermore is $5,000. The estimated COST for the scope of work within unincorporated segment in Alameda County is $245,540. Both cities will share the cost in the unincorporated area of Alameda County on a 50-50 basis pursuant to Section II, Item 6 of the AGREEMENT. **The total COST for City of Dublin is $300,330 and for City of Livermore is $127,770. See Exhibit 1 – Cost Share Table.**

   b. In accordance with Section II, Item 2.c Local Support Costs of the AGREEMENT, DUBLIN and LIVERMORE will fund their respective shares of any LOCAL SUPPORT COSTS to implement the PS&E Phase for the PROJECT.

   c. In the event that either Dublin or Livermore annexes the unincorporated segment of the ROADWAY and the bridge, the agency that annexes the area shall reimburse the other City for the costs incurred for the review of the PS&E Phase documents.

4. COMPENSATION. The total not to exceed (NTE) COST is $428,100. The consultant service's agreement is approximately $368,100. Other related cost of $30,000 is estimated for Alameda County's review, and $30,000 for Zone 7 Water Agency's review.

| COST SHARE SUMMARY | | | |
|---|---|---|---|
| Phase | Dublin's Cost Share | Livermore's Cost Share | Total |
| PS&E | $300,330 | $127,770 | $428,100 |

5. INVOICING AND PAYMENT. DUBLIN will invoice LIVERMORE for reimbursement of the consultant's, and Alameda County's, and Zone 7 Water Agency's costs incurred for the review of the PS&E Phase documents on a quarterly basis. LIVERMORE will reimburse DUBLIN for the actual cost incurred no later than 30 days after receipt of an invoice from DUBLIN and to a maximum compensation amount of $127,770.

6. HOLD HARMLESS.

   a. Nothing in this MOA is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

   b. DUBLIN shall defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of DUBLIN'S performance of this MOA, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

   c. LIVERMORE shall defend, hold harmless, and indemnify DUBLIN, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of LIVERMORE'S performance of this MOA, except for liability arising out of the sole negligence or willful misconduct of DUBLIN, or its officers, agents or employees.

   d. DUBLIN will ensure that each contract it enters into with a consultant or contractor for work on the PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

7. TERM OF MOA. This MOA shall expire upon the completion of the review of PS&E Phase documents.

8. MOA MODIFICATION. This MOA shall be subject to modification only with the written consent of each party hereto. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this MOA is made.

9. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.

10. USE OF FUNDS. Funds contributed for the PROJECT shall be used solely for the PROJECT.

11. MOA CONSTRUCTION. The section headings and captions of this MOA are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOA. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOA.

12. ENTIRE MOA. This MOA constitutes the agreement between the parties relating to the subject matter of this MOA. No promise, representation, warranty or covenant not included in this MOA has been or is relied upon by any party.

13. COUNTERPARTS. This MOA may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this MOA will not become effective until counterparts have been executed by both parties. Faxed signatures on this MOA or any notice, consent, or amendment required under this MOA are binding.

14. NOTICES. All correspondence regarding this MOA, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

| LIVERMORE: | DUBLIN: |
|---|---|
| Bob Vinn, City Engineer | Andrew Russell, Public Works |
| 1052 S. Livermore Avenue | Director |
| Livermore, CA 94550 | 100 Civic Plaza |
| bgvinn@livermoreca.gov | Dublin, CA 94568 |
| Cc: Roberto Escobar | Fax: (925) 833-6628 |

15. GOVERNING LAW; VENUE. This MOA will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOA will be Alameda County.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have each executed this MOA as of the date first set forth above.

| | |
|---|---|
| LIVERMORE: | DUBLIN: |
| By:_____<br>Marianna Marysheva, City Manager | By:_____<br>Linda Smith, City Manager |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| By:_____<br>Tara Mazzanti, Assistant City Attorney | By:_____<br>John Bakker, City Attorney |

Attachment:
Exhibit 1 – Cost Share Table
Attachment 1 -Cooperative Agreement

5081991.1

**EXHIBIT 1 - Cost Share Table**

| Cost Share Description | Not To Exceed Cost |
|---|---|
| *County - Review cost for scope within county limits is $245,540. The 50-50 city share:* | *$ 122,770* |
| **City of Dublin (Review cost for scope within city limits $177,560 plus county share of $122,770):** | **$ 300,330** |
| **City of Livermore (Review cost for scope within city limits $5,000 plus county share of $122,770):** | **$ 127,770** |
| **The total PSE phase review cost (Consultant, and other related cost associated with Zone 7 Water Agency and County of Alameda)** | **$ 428,100** |

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EXHIBIT A
20-291

**COOPERATIVE AGREEMENT FOR THE DUBLIN BOULEVARD/NORTH CANYONS PARKWAY EXTENSION PROJECT'S PS&E PHASE BETWEEN ALAMEDA COUNTY TRANSPORTATION COMMISSION, CITY OF LIVERMORE, AND CITY OF DUBLIN**

This COOPERATIVE AGREEMENT, dated as of the 25 day of September, 2020 (this "AGREEMENT"), is entered into by, among, and between the Alameda County Transportation Commission, a joint powers agency ("Alameda CTC"), the City of Livermore, a municipal corporation ("LIVERMORE"), and the City of Dublin, a municipal corporation ("DUBLIN").

Alameda CTC, LIVERMORE and DUBLIN are each individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

A. DUBLIN proposes to extend Dublin Boulevard from its current terminus at Fallon Road for an approximate distance of 8,300 feet to connect to North Canyons Parkway in LIVERMORE as further defined in this AGREEMENT ("PROJECT").

B. The PARTIES agree that the PROJECT will generally follow a horizontal alignment parallel to I-580. The PROJECT alignment from Fallon Road to North Canyons Parkway will traverse through an unincorporated area of Alameda County between the jurisdictional boundaries for DUBLIN and LIVERMORE. PARTIES acknowledge that the unincorporated area of Alameda County between the jurisdictional boundaries for LIVERMORE and DUBLIN is outside their respective urban growth boundaries, and that development in that area is subject to Alameda County's land use authority and regulations, including Measure D.

C. The PROJECT is included in the Alameda Countywide Transportation Plan and in the Plan Bay Area 2040.

D. The PROJECT is included in DUBLIN's Eastern Dublin Traffic Impact Fee program, which has accumulated partial funding for the PROJECT.

E. The PROJECT is included in LIVERMORE's Traffic Impact Fee Program, which has accumulated partial funding for the PROJECT.

F. The PROJECT consists of the following four key implementation phases that are defined in this AGREEMENT:

- PE Phase
- PS&E Phase
- Right-of-Way Certification Phase
- Construction Phase

G. DUBLIN is and has served as the PROJECT SPONSOR, as defined in this AGREEMENT, for the PROJECT and is the IMPLEMENTING AGENCY, as defined in this AGREEMENT, for the PE Phase for the Project.

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H. Alameda CTC will be the IMPLEMENTING AGENCY for the PS&E Phase, as defined in this AGREEMENT, for the PROJECT.

I. On May 3, 2016, DUBLIN and LIVERMORE entered into a Memorandum of Understanding ("MOU") attached hereto as Attachment 1, to complete the PE Phase for the PROJECT.

J. In coordination with Alameda CTC and LIVERMORE, DUBLIN is completing the PE Phase for the PROJECT. The PE Phase has progressed successfully and is anticipated to be completed in 2020. DUBLIN retained a consultant for the PE Phase work (see DUBLIN City Council Resolution 161-16 attached as Attachment 2). As provided for in section 4 of the MOU, LIVERMORE is reimbursing DUBLIN for 20% of the consultant's costs paid by DUBLIN for work on the PE Phase.

K. The PARTIES have secured adequate funding from various sources for the PS&E Phase for the PROJECT.

L. Alameda CTC supports this PROJECT and on April 27, 2017, agreed to provide Measure BB funding, staff, and resources for both the PE Phase and for the upcoming PS&E Phase. On March 28, 2019, Alameda CTC agreed to be the IMPLEMENTING AGENCY, as that term is defined in this AGREEMENT.

M. The PARTIES now wish to enter into this AGREEMENT to confirm their joint commitment to the PROJECT and to establish the general terms, the various roles and responsibilities each PARTY will perform, and actions needed to be taken to complete the PS&E Phase of the PROJECT.

N. The PARTIES are interested in continuing to work together in good faith to define the assignment and coordination of the various tasks and responsibilities needed to effectuate the PS&E Phase of the PROJECT.

O. The PARTIES have not yet identified or secured funding for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT, as those phases are defined in this AGREEMENT. Nevertheless, PARTIES desire to work in coordination to secure local and regional funding for those remaining phases.

P. The PARTIES understand that they will need to enter into a future agreement to define their respective roles and responsibilities related to Right-of-Way Certification Phase and Construction Phase before that work can proceed.

## AGREEMENT

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

### SECTION I - DEFINITIONS

The following terms in this AGREEMENT shall have the following meanings:

"Alameda Countywide Transportation Plan" means the long-range policy document approved by Alameda CTC in July 2016 that guides decisions and articulates the vision

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for Alameda County's transportation system over a 25-year planning horizon.

"DSRSD" means the Dublin San Ramon Services District, the agency that provides wastewater collection and treatment for DUBLIN, Pleasanton, and the southern portion of San Ramon.

"FUTURE PROJECT PHASES" means the PS&E Phase, Right-of-Way Certification Phase, and Construction Phase for the PROJECT, as those phases are defined herein.

"I-580" means Interstate 580.

"LOCAL SUPPORT COST" means staff and consultant costs incurred respectively by DUBLIN and LIVERMORE to review and inspect the PROJECT plans, specification and estimates for the PROJECT, as well as their respective fees and costs for encroachment permits, investigations, reviews, inspections, and certifications for those portions of the PROJECT in their respective jurisdictions.

"MATCHING FUNDS" means the monies that must be provided by grant applicants from other sources as a condition to receive grant funds from an awarding agency.

"Measure BB" means the measure approved by Alameda County voters in November 2014 authorizing an extension of the previously approved transportation sales tax, Measure B, and authorizing an additional ½ cent sales tax.

"Measure D" means the initiative approved by Alameda County voters approved in November 2000, also known as "Save Agriculture and Open Space Lands Initiative."

"Plan Bay Area 2040" means the nine-county regional transportation plan approved by the Association of Bay Area Governments and the Metropolitan Transportation Commission in July 2017 that guides decisions and articulates the vision for the nine-County Bay Area region's transportation system over a 25-year planning horizon.

"PROJECT" means the Dublin Boulevard/North Canyons Parkway Extension Project to connect Dublin Boulevard in Dublin from its terminus at Fallon Road to North Canyons Parkway in Livermore with an approximate distance of 8,300 feet, as shown in FIGURE 1 and detailed in Attachment 3.

"PROJECT ENVIRONMENTAL DOCUMENTS" means the documents that were prepared during the PE PHASE, and that include the Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act, and the Environmental Assessment (EA) prepared pursuant to the requirements of National Environmental Policy Act.

"PROJECT MAINTENANCE" means all activities to maintain, repair, and replace the PROJECT, and any parts thereof after the PROJECT is completed, which includes but is not limited to, the following: street rehabilitation; traffic signals, street lighting, and electrical equipment; utility costs and charges for operating electrical equipment for the PROJECT; the Cottonwood Creek Bridge and associated structures; landscaping, watering, weed abatement; the associated stormwater treatment and conveyance system; and PROJECT mitigation monitoring.

"PROJECT PHASES" means the following four key phases of the PROJECT:

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"PE Phase" means the phase during which the preliminary engineering for the PROJECT is completed, including: the completion of a traffic study to determine the required number of travel lanes; certification and/or approval of the PROJECT environmental documents; finalization of the PROJECT alignment; and preparation of preliminary engineering level plans and estimates.

"PS&E Phase" means the phase during which the plans, specifications, and estimates for the PROJECT will be determined and produced. Right-of-Way design, appraisal and engineering work will also be completed during this phase. The PS&E Phase scope of work to be performed by the IMPLEMENTING AGENCY is defined in Attachment 4.

"Right-of-Way Certification Phase" means the phase during which the acquisition and certification of land needed for the PROJECT will be performed.

"Construction Phase" means the phase during which the PROJECT will be constructed.

"Traffic Impact Fee Program" means the respective programs in DUBLIN and LIVERMORE for a planned approach to collect fees from new or proposed development projects to pay for all or a portion of the costs of providing transportation infrastructure.

"Urban growth boundary" means the respective regional boundaries established for DUBLIN and LIVERMORE to control urban sprawl, mandating that the area inside the boundary be used for urban development and the area outside be preserved in its natural state or used for agriculture.

## SECTION II – COOPERATION ON THE PROJECT

1. PURPOSE. The purpose of this AGREEMENT is to define the PROJECT PHASES and the respective duties and responsibilities for each PARTY to implement the PS&E Phase for the PROJECT. This AGREEMENT is not intended to, and shall not be interpreted to, create any specific duties or responsibilities for a PARTY that is not set forth herein or that does not otherwise exist under the law independent from this AGREEMENT. This AGREEMENT is intended solely for the benefit of the PARTIES and shall not be construed to create any rights in any other persons or entities.

2. DUTIES AND RESPONSIBILITIES. The PARTIES have the following duties and responsibilities, respectively:

   a. IMPLEMENTING AGENCY. Alameda CTC is the IMPLEMENTING AGENCY for the PROJECT during the PS&E Phase. As the IMPLEMENTING AGENCY, Alameda CTC will implement the PROJECT and control all aspects of project management, including selecting consultants, overseeing PARTIES' commitments, and implementing all day-to-day PROJECT control elements for the PS&E Phase. Prior to the completion of the PS&E Phase, the PARTIES shall meet and confer to identify which PARTY will be the IMPLEMENTING AGENCY for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT.

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b. PROJECT SPONSOR. DUBLIN is the PROJECT SPONSOR for the PROJECT and for all FUTURE PROJECT PHASES for the PROJECT. As the PROJECT SPONSOR, Dublin will coordinate the PROJECT, ensure all PROJECT activities are completed in a timely manner by the IMPLEMENTING AGENCY (including those portions of the PROJECT located within unincorporated area of Alameda County and LIVERMORE), and is responsible for coordinating the work for the PROJECT and all FUTURE PROJECT PHASES. As the PROJECT SPONSOR, DUBLIN is responsible for advocating for the PROJECT during any future updates to the regional, state and federal planning documents for the PROJECT. As the PROJECT SPONSOR, DUBLIN is also the PARTY primarily responsible for finding PROJECT funding.

c. LOCAL SUPPORT COSTS. DUBLIN and LIVERMORE will fund their respective shares of any LOCAL SUPPORT COSTS to implement the PS&E Phase for the Project.

3. ROADWAY CAPACITY. DUBLIN, in coordination with the other PARTIES, has completed a traffic study for the PROJECT for the PROJECT ENVIRONMENTAL DOCUMENTS, and has determined the needed capacity of ROADWAY is as follows, as shown in Figure 1 attached to this AGREEMENT: a six-lane segment from Fallon Road to Croak Road in DUBLIN ; and, a four-lane segment from Croak Road and through the unincorporated area of Alameda County to North Canyons Parkway in LIVERMORE.

4. PROJECT MAINTENANCE. PARTIES acknowledge that PROJECT MAINTENANCE will be required after the PROJECT's completion. DUBLIN and LIVERMORE will be responsible for PROJECT MAINTENANCE costs for those portions of the PROJECT in their respective jurisdictions after the PROJECT is accepted as complete. Prior to the completion of the PROJECT CONSTRUCTION PHASE, the PARTIES shall meet and confer to identify who will be responsible for the costs to maintain that portion of the PROJECT in the unincorporated area of Alameda County.

5. FUTURE AMENDMENT OR A NEW AGREEMENT. The PARTIES agree to meet and confer to define the roles and responsibilities of each PARTY related to Right-of-Way Certification Phase and the Construction Phase for the PROJECT.

6. PROJECT FUNDING AND COST SHARING. The PARTIES shall fund the PROJECT PHASES as set forth below and as outlined in Table 1:

a. PE Phase funding has been secured and no additional funding is needed.

b. DUBLIN, as a PROJECT SPONSOR and the implementing agency for the PE phase, has received Measure BB funding for the PE Phase and PS&E Phase through Alameda CTC's 2018 Comprehensive Investment Plan approved on April 27, 2017, and DUBLIN shall commit that portion of the Measure BB funding to the PS&E Phase for the PROJECT.

c. Work for right-of-way design, appraisal and engineering, as part of the PS&E Phase, will be in support of the right-of-way identified in Dublin's Ordinance 10-19 (Attachment 4) including supporting easements in order to construct and operate the roadway as defined in the PROJECT ENVIRONMENTAL DOCUMENTS.

d. Alameda CTC acknowledges that MATCHING FUNDS are not required for the PS&E Phase of the PROJECT. Alameda CTC will be responsible to administer funds awarded in the 2018 Comprehensive Investment Plan.

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e. Funding for the Right-of-Way Certification Phase and Construction Phase for the Project has not been secured by the PARTIES. It is understood and agreed by the PARTIES that additional funding is required to complete the Right-of-Way Certification Phase and Construction Phase for the PROJECT. The PARTIES agree to work collaboratively to pursue regional, state, and federal funding and support efforts by the PROJECT SPONSOR and IMPLEMENTING AGENCY to secure needed PROJECT funding for Right-of-Way Certification Phase and Construction Phase for the PROJECT.

f. DUBLIN and LIVERMORE will independently or jointly seek grant funding for the Right-of-Way Certification Phase and Construction Phase for the PROJECT. All funding requests will be coordinated among the PARTIES.

g. It is agreed by DUBLIN and LIVERMORE that LOCAL SUPPORT COSTS will be funded by each jurisdiction through its own funding sources and separate from the funds already allocated to the PROJECT.

h. The PARTIES agree that any changes to the PS&E Phase scope of work set forth in Attachment 5 must be unanimously approved in writing by all PARTIES. If the PARTIES agree to a change that triggers a need for additional funding beyond what is available for the PS&E Phase costs as defined in Table 1, then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.

i. The PS&E Phase costs are associated with utility related improvements may be funded by the respective utility company. For the purpose of this AGREEMENT, such costs are included in the PS&E Phase cost (Table 1). The PARTIES agree that consultation with the utility companies will be needed during the PS&E Phase. If there are any changes to the PS&E scope of work related to utilities that results in additional costs for the PS&E Phase, then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.

j. The PARTIES agree that DUBLIN will be responsible for negotiating the costs associated with DSRSD services inside DUBLIN jurisdiction during the PS&E Phase and if such costs are determined to be DSRSD's responsibility to fund, then PS&E Phase costs in Table 1 will be reduced by the same amount without the need for an amendment to this AGREEMENT. If the DSRSD related utility work costs exceed the PS&E Phase costs (Table 1), then the PARTIES shall meet and confer to determine how to secure funding for those additional costs.

k. The PARTIES agree that DUBLIN and LIVERMORE shall be responsible for any fees for encroachment permits, investigations, reviews, inspections, and certifications for those portions of the PROJECT in their respective jurisdictions. The PARTIES further agree to meet and confer prior to the completion of the PROJECT CONSTRUCTION PHASE to determine how to apportion among and between the PARTIES any fees for encroachment permits, investigations, reviews, inspections, and certifications imposed by Alameda County for those portions of the PROJECT in the unincorporated area of Alameda County.

7. PROJECT COST SHARING FOR LOCAL MATCH FOR RIGHT-OF-WAY CERTIFICATION PHASE AND CONSTRUCTION PHASE FOR THE PROJECT. LIVERMORE and DUBLIN agree that any requirements for MATCHING FUNDS associated with grant funding for the Right-of-Way Certification Phase or the Construction Phase for the PROJECT shall be divided

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between themselves as follows: DUBLIN and LIVERMORE will split MATCHING FUND requirements for work in the unincorporated area of Alameda County on a 50-50 basis. DUBLIN and LIVERMORE will be responsible for MATCHING FUND requirements for work associated with the Right-of-Way Certification Phase and Construction Phase for the PROJECT in their respective jurisdictions. The PARTIES agree to meet and confer to memorialize details associated with the PROJECT cost sharing for MATCHING FUND requirements for the Right-of-Way Certification Phase and the Construction Phase for the PROJECT.

8. HOLD HARMLESS.

   a. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

   b. The PARTIES agree that they shall mutually defend, hold harmless, and indemnify each other and their respective elected and appointed officials, officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability related to or arising out of each PARTY's own individual performance of this AGREEMENT, except for liability arising out of the PARTY's sole negligence or willful misconduct of DUBLIN, LIVERMORE, and/or ALAMEDA CTC, and/or any officer, agent, or employee of the respective PARTY.

   c. Each PARTY will ensure that any contract it enters into with a consultant or contractor for work on PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify all other PARTIES, and their officers, agents, and employees, against any and all claims, demands, damages, costs, expenses, or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of said PARTY, or its officers, agents, or employees.

9. TERM OF AGREEMENT. This AGREEMENT shall expire upon the completion of the PS&E Phase, but may be terminated earlier by a written mutual consent signed by all of the PARTIES.

10. AGREEMENT MODIFICATION. This AGREEMENT shall be subject to modification only with the written consent of each PARTY hereto. No PARTY shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this AGREEMENT is made.

11. ACCOUNTABILITY. The PARTIES shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.

12. USE OF FUNDS. Funds contributed for the PROJECT, as shown in Table 1, shall be used solely for the PROJECT.

13. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this instrument is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT.

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14. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty, or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.

15. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by all PARTIES. Faxed or emailed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.

16. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

| Alameda CTC | DUBLIN: | LIVERMORE: |
|---|---|---|
| Tess Lengyel | Andrew Russell | Bob Vinn |
| Executive Director | Public Works Director | Assistant City Engineer |
| 1111 Broadway, Suite 800 | 100 Civic Plaza | 1052 S. Livermore Avenue |
| Oakland, CA 94607 | Dublin, CA 94568 | Livermore, CA 94550 |
| FAX: (510) 208-7499 | Fax: (925) 833-6628 | FAX: (925) 960-4504 |
| | | Cc: City Attorney, City Engineer |

17. GOVERNING LAW; VENUE. This AGREEMENT will be governed and construed in accordance with California law. The venue of any litigation arising out of this AGREEMENT will be Alameda County.

[Signatures appear on following page.]

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IN WITNESS WHEREOF, the parties have each executed this AGREEMENT as of the date first set forth above.

| Alameda CTC: | LIVERMORE: | DUBLIN: |
|---|---|---|
| By: DocuSigned by: Tess Lengyel 4472581E43B541C... | By: | By: |
| Tess Lengyel, Executive Director | Marc Roberts, City Manager | Linda Smith, City Manager |
| APPROVED AS TO LEGAL FORM: | APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| By: DocuSigned by: Neal A. Parish CC5675058B054F3... | By: | By: |
| Wendel Rosen LLP<br>Legal Counsel to Alameda CTC | Jason Alcala, City Attorney | John Bakker, City Attorney |

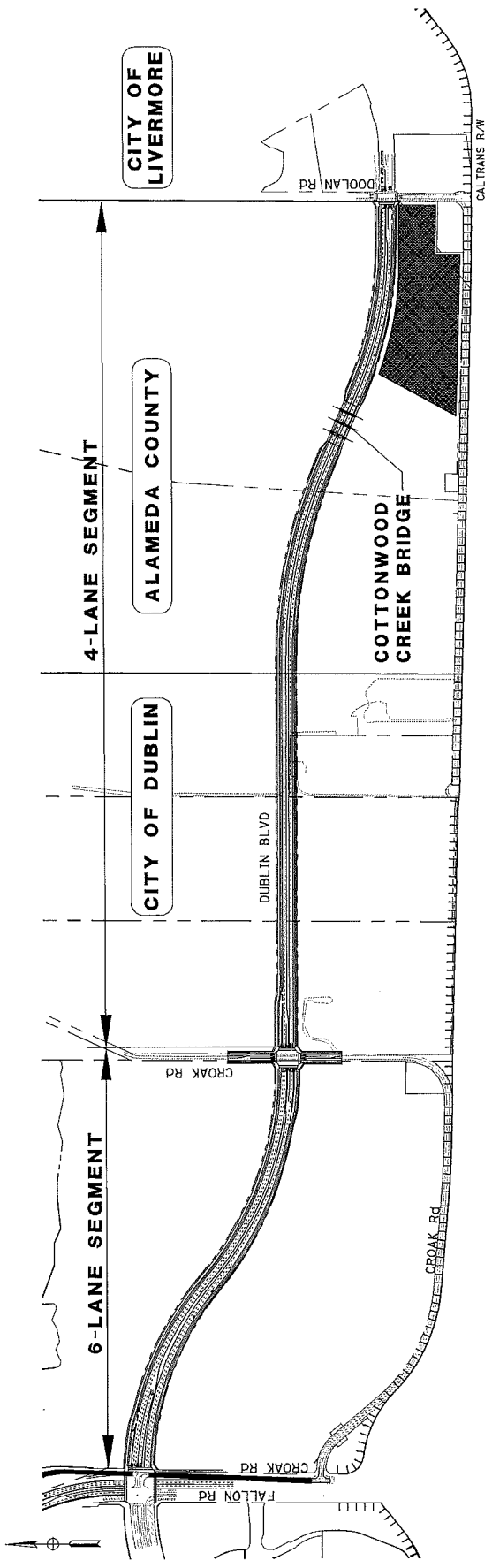
Attachments:

| | |
|---|---|
| Figure 1 | Project Location |
| Attachment 1 | MOU between DUBLIN and LIVERMORE |
| Attachment 2 | DUBLIN City Council Resolution 161-16 |
| Attachment 3 | PROJECT Description |
| Attachment 4 | Dublin ROW Ordinance |
| Attachment 5 | PS&E Phase Scope of Work |
| Table 1 | Funding allocation Local Support Costs |

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# EXHIBIT A

FIGURE 1




GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

DRAWING No. X-1
SHEET 1 OF 1 SHEETS
CONTRACT NO. _

DUBLIN BLVD EXTENSION IMPROVEMENT PROJECT

PROJECT AGREEMENT EXHIBIT

REVIEWED BY:

PUBLIC WORKS DIRECTOR/CITY ENGINEER

DATE

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
City Offices, 100 Civic Plaza, Dublin, California 94568
Public Works Department – Engineering, (925) 833-6630

DESIGNED BY | DRAWN BY | CHECKED BY

PLANS PREPARED UNDER SUPERVISION OF:
N.V. BERNARDI
REGISTERED CIVIL ENGINEER
9-30-20
DATE
45407
RCE NO

BKF
45/3 WILLOW RD
SUITE 200
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

CONSTRUCTION RECORD
CONTRACTOR:
INSPECTOR:
DATE COMPLETED:
SCALE: 1"=300'

| No. | DATE | APVD. | REVISION |
|---|---|---|---|

CA: 1-800-642-2444
CALL TWO WORKING DAYS BEFORE YOU DIG

CA: 1-800-642-2444
CALL TWO WORKING DAYS BEFORE YOU DIG

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**EXHIBIT A**

16-090

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN CITY OF LIVERMORE AND CITY OF DUBLIN**
**FOR THE DUBLIN BOULEVARD/NORTH CANYONS PARKWAY EXTENSION PROJECT**
**(INITIAL PRELIMINARY DESIGN PHASE)**

This MEMORANDUM OF UNDERSTANDING, dated as of the 3rd day of May, 2016 (this "MOU"), is entered into by the City of Livermore, a Municipal Corporation ("LIVERMORE") and the City of Dublin, A Municipal Corporation ("DUBLIN").

SECTION I - RECITALS

A. The Dublin Boulevard/North Canyons Parkway Extension Project is a project to connect existing Dublin Boulevard in DUBLIN to North Canyons Parkway in LIVERMORE (the "ROADWAY"), an approximate distance of 8,100 feet, shown in FIGURE 1 attached hereto and incorporated herein by reference (the "PROJECT").

B. DUBLIN's general plan reflects an ultimate six lane configuration within the PROJECT limits. LIVERMORE's general plan reflects four lanes within the PROJECT limits. Both Livermore and Dublin would like to reconcile the planned number of lanes within the PROJECT limits to meet future transportation needs.

C. The PROJECT is included in DUBLIN's Eastern Dublin Traffic Impact Fee program, which has been accumulating partial funding for the PROJECT.

D. The PROJECT is included in LIVERMORE's Traffic Impact Fee Program, which has been accumulating partial funding for the PROJECT.

E. The PROJECT is included in the Alameda Countywide Transportation Plan and the Plan Bay Area, a transportation blueprint of Countywide and 9 Bay Area Counties, respectively.

F. LIVERMORE and DUBLIN have been coordinating regarding the extension of the ROADWAY, and agree that the ROADWAY will generally follow a horizontal alignment parallel to I-580. The precise alignment is expected to be developed as part of the PROJECT.

G. The PROJECT will require a traffic study be completed and a preliminary design be drafted prior to any construction.

H. The ROADWAY alignment will traverse through lands within unincorporated Alameda County between the LIVERMORE and DUBLIN jurisdictional boundaries. LIVERMORE and DUBLIN understand that on-going support will be required from Alameda County in the implementation of the PROJECT and agree that the PROJECT will be coordinated with Alameda County prior to the City Council of either DUBLIN or LIVERMORE taking any action to approve construction of the PROJECT.

I. LIVERMORE and DUBLIN recognize that the lands within unincorporated Alameda County between the LIVERMORE and DUBLIN jurisdictional boundaries are outside of either jurisdiction's urban growth boundary. Development of this area is governed by Alameda County Measure D.

ATTACHMENT 1

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J. The parties intend to define herein the understanding by which LIVERMORE and DUBLIN are to implement the initial preliminary design phase of the PROJECT.

## SECTION II - UNDERSTANDING

Now, therefore, in exchange for DUBLIN's promises to undertake the studies and design work for the portions of the PROJECT located within LIVERMORE pursuant to the provisions below, and for LIVERMORE'S promises to authorize and reimburse DUBLIN to undertake such studies and design work pursuant to the provisions below, LIVERMORE and DUBLIN agree as follows:

1. PURPOSE. The purpose of this MOU is to set forth the parties' goals and expectations with respect to implementing the initial preliminary design phase (the "Preliminary Engineering") of the PROJECT. The Preliminary Engineering will be accomplished through the completion of a Traffic Study and the Initial Preliminary Design, as further explained under Section II.2 and II.3 of this MOU. This MOU shall only be construed to create the specific rights and obligation set forth herein, and is not intended, and shall not be construed, to create any rights or obligations beyond those that do not otherwise exist under the law.

2. TRAFFIC STUDY. DUBLIN'S General Plan recommends six lane capacity for the PROJECT. Livermore's General Plan recommends four lane capacity for the PROJECT. Due to the changes to land uses in the PROJECT vicinity, it is possible that a different capacity is now needed. DUBLIN will conduct a traffic study for the PROJECT to determine the ultimate capacity (number of lanes) of the ROADWAY to be located in the entire PROJECT area which includes portions of DUBLIN, LIVERMORE and unincorporated portions of Alameda County. The scope of work, fee, and selection of consultants for the traffic study will be approved by LIVERMORE's City Engineer prior to DUBLIN'S commencement of the study. Where the study is conducted within the jurisdictional boundaries of LIVERMORE the study will be conducted to the satisfaction of LIVERMORE, in accordance with LIVERMORE standards and requirements. Parties to this MOU understand that changes to the PROJECT capacity (number of lanes) may require amendments to the General Plans and any associated planning documents. Any necessary General Plan amendments will be processed and funded exclusively by the jurisdiction(s) performing the amendments. Furthermore, parties to this MOU understand that certain lands within the PROJECT limits are under the jurisdiction of the Alameda County and any changes to the land use in this area must be approved by the Alameda County. Such approval will be coordinated by both parties to this MOU. This MOU does not commit either DUBLIN or LIVERMORE to construct any aspect of the PROJECT and does not commit either DUBLIN or LIVERMORE to alter their General Plans or make any other changes to land use regulations. As such, this MOU does not reasonably have the potential to impact the environment and does not constitute a project for the purposes of the California Environmental Quality Act (CEQA). Before approvals to move forward with construction of the PROJECT occurs and before any land use regulation of either DUBLIN or LIVERMORE is altered, each City will ensure that any requirements of CEQA are fulfilled.

3. INITIAL PRELIMINARY DESIGN. DUBLIN will complete the initial preliminary design for the PROJECT within LIVERMORE and DUBLIN. The scope of work, fee, and selection of consultants for the initial preliminary design will be approved by LIVERMORE prior to DUBLIN'S commencement of the design work. The initial preliminary design of the

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PROJECT will determine the street cross-sections, preferred horizontal and vertical ROADWAY alignment, generate a right-of-way base map, and develop a planning level cost estimate. The initial preliminary design shall accommodate the planned extension of BART to Livermore. The initial preliminary design shall identify appropriate access points to land fronting the PROJECT. Abutters' rights shall be restricted along the roadway through unincorporated Alameda County to only allow development consistent with Alameda County Measure D. All engineering and design work performed in or regarding work to be performed in LIVERMORE shall be performed to the satisfaction of LIVERMORE.

4. INVOICING AND PAYMENT.

a. DUBLIN will invoice LIVERMORE for reimbursement of DUBLIN'S consultant costs incurred in performing the traffic study and initial preliminary design phase tasks under this MOU no less than quarterly. LIVERMORE will reimburse DUBLIN twenty percent (20%) of the cost for traffic study and initial preliminary design of the PROJECT no later than 30 days after receipt of an invoice from DUBLIN. DUBLIN and LIVERMORE agree that this twenty percent cost allocation is a rough reflection of the PROJECT area contained in each of their respective jurisdictions, as demonstrated in FIGURE 1 attached hereto.

b. If either party is successful in receiving grant funding for the traffic study and preliminary design phase, grant funding will be used first for this work and will be shared on the basis of the ratio of cost sharing under Section II.4.a. Each party will provide the local match, if required, on the basis of the cost sharing ratio outlined in Section II.4.a.

c. Excluding the costs of the traffic study and initial preliminary design phase, LIVERMORE and DUBLIN will divide the remaining costs for the PROJECT as follows: DUBLIN and LIVERMORE will split all costs of the PROJECT related to construction in Alameda County on a 50-50 basis. DUBLIN will be responsible for all costs associated with the PROJECT in its jurisdiction. LIVERMORE will be responsible for all costs associated with the PROJECT in its jurisdiction.

5. FUTURE PROJECT PHASES. LIVERMORE and DUBLIN agree to jointly seek funding for future PROJECT phases, including, but not limited to, preliminary engineering, right-of-way, and construction phases. Potential grant funding includes Alameda County Transportation Commission Measure BB. At the time DUBLIN and LIVERMORE intend to proceed with future PROJECT phases, DUBLIN and LIVERMORE shall enter into an agreement for future PROJECT phases.

6. HOLD HARMLESS.

a. Nothing in this MOU is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

b. DUBLIN shall defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of DUBLIN'S performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

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c. LIVERMORE shall defend, hold harmless, and indemnify DUBLIN, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of LIVERMORE'S performance of this MOU, except for liability arising out of the sole negligence or willful misconduct of DUBLIN, or its officers, agents or employees.

d. DUBLIN will ensure that each contract it enters into with a consultant or contractor for work on the PROJECT requires the contractor or consultant to defend, hold harmless, and indemnify LIVERMORE, and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability related to or arising out of the contractor's or consultant's work on the PROJECT, except for liability arising out of the sole negligence or willful misconduct of LIVERMORE, or its officers, agents or employees.

7. TERM OF MOU. This MOU shall expire upon the completion of the tasks set forth in Section II.2 and II.3 of the MOU or within five (5) years of the date this MOU is fully executed, whichever comes first.

8. MOU MODIFICATION. This MOU shall be subject to modification only with the written consent of each party hereto. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this MOU is made.

9. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements.

10. USE OF FUNDS. Funds contributed for the PROJECT shall be used solely for the PROJECT.

11. MOU CONSTRUCTION. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU.

12. ENTIRE MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

13. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this MOU will not become effective until counterparts have been executed by both parties. Faxed signatures on this MOU or any notice, consent, or amendment required under this MOU are binding.

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14. NOTICES. All correspondence regarding this MOU, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one party to the other:

| LIVERMORE: | DUBLIN: |
|---|---|
| Bob Vinn, Assistant City Engineer | Gary Huisingh, Public Works Director |
| 1052 S. Livermore Avenue | 100 Civic Plaza |
| Livermore, CA 94550 | Dublin, CA 94568 |
| FAX: (925) 960-4504 | Fax: (925) 833-6628 |
| Cc: City Attorney, City Engineer | |

15. GOVERNING LAW; VENUE. This MOU will be governed and construed in accordance with California law. The venue of any litigation arising out of this MOU will be Alameda County.

[Signatures appear on following page.]

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IN WITNESS WHEREOF, the parties have each executed this MOU as of the date first set forth above.

LIVERMORE:

By: _____
Marc Roberts, City Manager

DUBLIN:

By: _____
Christopher L. Foss, City Manager

APPROVED AS TO FORM:

By: _____
Robert Mahlowitz, Assistant City Attorney

APPROVED AS TO FORM:

By: _____
John Bakker, City Attorney

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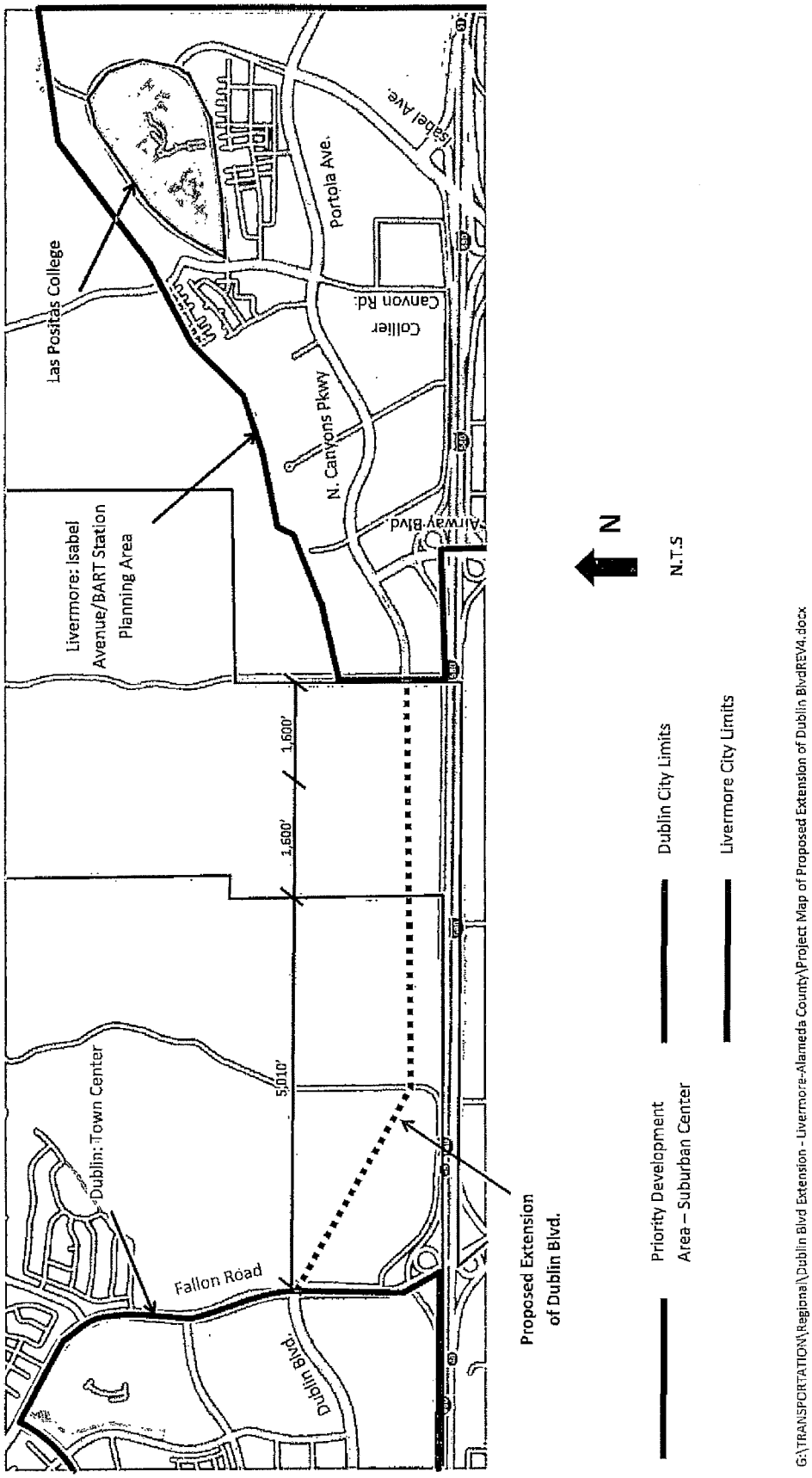



**Figure 1. Proposed Extension of Dublin Boulevard – North Canyons Parkway**

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**RESOLUTION NO. 161 – 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN**
**********

**APPROVING A CONSULTING SERVICES AGREEMENT WITH BKF ENGINEERS FOR CONDUCTING PRELIMINARY ENGINEERING FOR THE EXTENSION OF DUBLIN BOULEVARD IN DUBLIN TO NORTH CANYONS PARKWAY IN LIVERMORE**

**WHEREAS,** the 2016 - 2021 Capital Improvement Program (CIP) includes ST0216 Project to design and construct Dublin Boulevard extension to Livermore; and

**WHEREAS,** the City has completed a Request For Proposal (RFP) process to select an engineering consultant firm to complete the preliminary design work for this CIP Project; and

**WHEREAS,** BKF Engineers has demonstrated the ability to perform said preliminary design work; and

**WHEREAS,** BKF Engineers is available to perform said work as specified in for a not to exceed amount of $615,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does RESOLVE to approve the Consulting Services Agreement (Agreement) with BKF Engineers attached hereto (Attachment 1) and authorize the City Manager to execute the Agreement.

**PASSED, APPROVED AND ADOPTED** this 1st day of November 2016 by the following vote:

**AYES:** Councilmembers Biddle, Gupta, Hart, Wehrenberg and Mayor Haubert

**NOES:**

**ABSENT:**

**ABSTAIN:**

Mayor

**ATTEST:**

City Clerk



ATTACHMENT 2

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## Attachment 3

## PROJECT DESCRIPTION

The Project would include the extension of Dublin Boulevard approximately 1.5 miles eastward through eastern Dublin and an unincorporated portion of the Alameda County to the western boundary of Livermore (Project).

The roadway extension would start from the current terminus of Dublin Boulevard at the Dublin Boulevard/Fallon Road intersection in Dublin and would end at the Doolan Road/North Canyons Parkway intersection along the boundary of the County and Livermore. This roadway extension would provide four to six travel lanes and bicycle and pedestrian facilities (i.e., pathways, sidewalks and bike lanes). Beginning at Fallon Road, the roadway extension would have six travel lanes (three in each direction). Continuing eastward, the roadway extension would transition to four travel lanes (two in each direction) before or at the intersection with Croak Road. From Croak road to Doolan Road, the roadway extension would remain in the four lane configuration. The permanent area required for the Project, including the roadway, sidewalks, intersections, and land acquired for right-of-way is estimated at 29 acres. Future average daily traffic (ADT) along the roadway extension is projected to be 17,000 to 19,000 vehicles per day. Project design features and components include (from west to east):

- Intersection improvements at Fallon Road (including modification of the signalized intersection)
- The elimination of the existing intersection of Croak Road and Fallon Road
- Abandonment of a north-south (frontage road) portion of Croak Road parallel to Fallon Road
- The addition of a "T" shaped hammerhead turnaround at the new terminus of Croak Road adjacent to Fallon Road
- Grading and earthwork northeast of the Dublin Boulevard/Fallon Road intersection, including grading at the base of the hills to the north, and more minor grading throughout the road alignment to meet engineering and safety requirements
- Removal of overhead utility lines between Fallon Road and Croak Road
- Creation of a new signalized intersection where the Dublin Boulevard extension would cross Croak Road
- Construction of a new bridge over Cottonwood Creek
- Construction staging and laydown between the roadway extension and Collier Canyon Road, along Doolan Road
- Intersection improvements at the Doolan Road/North Canyons parkway intersection, including the creation of a new, signalized eastbound approach to the intersection
- The extension of underground utility lines into the Project site within the operational footprint

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- Construction of the new roadway, which would include a median, inside shoulder at some locations, vehicle travel lanes, bicycle facilities, a parkway strip, separated sidewalks and separated Class I bike path and/or a multi-use path, street lighting, and cut/fill embankments
- Retaining walls may be used in addition to, or as an alternative to, cut/fill embankments associated with roadway and hillside grading. If used, retaining walls would be placed outside of the sidewalk and bicycle facility areas on either side of the roadway cross section, within the construction footprint and within the permanent right-of-way. Retaining walls would measure 3 feet to 10 feet in height and would generally require a smaller area of grading or ground disturbance in comparison to cut/fill slopes.

Project layout is shown in Figure 1.

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**ORDINANCE NO. 10 – 19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN**

* * * * * * * * * * * * * *

**TO ESTABLISH RIGHT-OF-WAY LINES FOR DUBLIN BOULEVARD BETWEEN FALLON ROAD AND THE EASTERN CITY LIMIT**

**WHEREAS**, the City Council Adopted Resolution No. 75-19 on July 16, 2019, calling for a public hearing pursuant to the provisions of Sections 7.68.080 through 7.68.100 of the Dublin Municipal Code on August 20, 2019, at 7:00 p.m., in the City Council Chambers, 100 Civic Plaza, Dublin, California, to hear protests and objections to the establishment of right-of-way lines for Dublin Boulevard between Fallon Road and the Eastern City Limit; and

**WHEREAS**, notice of said public hearing was duly given; and

**WHEREAS**, no written objections were received by the City Clerk prior to the public hearing on August 20, 2019.

**NOW, THEREFORE**, the City Council of the City of Dublin does hereby ordain as follows:

**SECTION 1:**

Pursuant to Dublin Municipal Code Chapter 7.68, the ultimate right-of-way lines are hereby established for Dublin Boulevard between Fallon Road and the Eastern City Limit, according to the Legal Descriptions, attached hereto as **Exhibit A**, said Exhibit herein incorporated.

**SECTION 2:**

Section 7.68.150 (Previously established right-of-way lines) shall be amended to include:

Dublin Boulevard from Fallon Road to the Eastern City Limit.

**SECTION 3:**

The effect of said right-of-way lines shall be governed by the provisions of Dublin Ordinance No. 44-87, as amended.

**SECTION 4: Effective Date and Posting of Ordinance**

This Ordinance shall become effective thirty (30) days from and after its final passage and adoption by the City Council. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

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**PASSED, APPROVED AND ADOPTED** this 3rd day of September 2019, by the following vote:

**AYES:** Councilmembers Goel, Hernandez, and Josey

**NOES:**

**ABSENT:** Councilmember Kumagai and Mayor Haubert

**ABSTAIN:**

Mayor Pro Tem

**ATTEST:**

City Clerk

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May 30, 2019
BKF Job No: 20167083

**LEGAL DESCRIPTION**
**EXHIBIT A**
**PROPOSED RIGHT OF WAY OF DUBLIN BOULEVARD EXTENSION**

Real property situate in the partially in the City of Dublin and partially in the unincorporated area of the County Alameda, State of California, described as follows:

Being a portion of the lands described in that certain Grad Deed to GH PacVest, LLC, filed on June 15, 2017 as Document No. 2017130933, a portion of the lands described in that certain Grant Deed to GH PacVest, LLC, filed on February 24, 2017 as Document No. 2017049324, a portion of the lands described in that certain Grant Deed to Righetti Partners, LP, filed on March 12, 1992 as Document No. 92075343, a portion of the lands described in that certain Trustee's Deed Upon Sale to Town and Country H Fund, LLC, filed on January 6, 2011 as Document No. 2011006014, a portion of the lands described in that certain Grant Deed to Robert D. Branaugh, filed on December 29, 2010 as Document No. 2010391422, and a portion of the lands described in that certain Quitclaim Deed to the Sullivan/Crosby Trust, filed on January 23, 2006 as Document No. 2006024088 which is also described in that certain Grant Deed to Livbor-Manning LLC, filed on April 9, 2014 in Document No. 2014087294, all of Official Records of Alameda County, more particularly described as follows:

**COMMENCING** at a City of Dublin standard monument at the intersection of Fallon Road and Dublin Boulevard, said monument lying at the northerly terminus of the monument line described as North 0°26'33" East, 1,150.00 feet on that certain Parcel Map 8734, filed on November 22, 2006 in Book 294 of Parcel Maps at Pages 19 and 20, in the Office of the County Recorder of Alameda County;

Thence from said city monument South 57°41'21" East, 47.28 feet to the beginning of an Engineer's Station Line, Station 100+00.00 for the proposed Dublin Boulevard extension;

Thence along said Engineer's Station Line South 89°29'34" East, 93.86 feet to the beginning of a curve to the right having a radius of 1,850.00 feet;

Thence easterly along said curve through a central angle of 0°46'20", an arc length of 24.93 feet to the intersection with the easterly line of Fallon Road, said point being at Engineer's Station 101+18.79, being also the **POINT OF BEGNNING** of this description;

Thence along said easterly line North 2°06'44" East, 110.25 feet to the beginning of a non-tangent curve, concave South, having a radius of 1,967.00 feet, from said point a radial line bears South 2°12'08" West;

Thence leaving said easterly line along said curve, through a central angle of 7°39'15", an arc length of 262.77 feet to the beginning of a compound curve, having a radius of 250.00 feet, from said point a radial line bears South 9°51'22" West;

Thence Easterly along said curve, through a central angle of 9°30'46", an arc length of 41.51 feet;

Thence South 70°37'52" East, 41.62 feet to the beginning of a curve to the left, having a radius of 375.00 feet;

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California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com



ATTACHMENT 4

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Thence easterly along said curve, through a central angle of 5°57'45", an arc length of 39.02 feet to the beginning of a reverse curve, having a radius of 1,956.00 feet, from said point a radial line bears South 13°24'23" West;

Thence southeasterly along said curve, through a central angle of 27°03'19", an arc length of 923.63 feet to the beginning of a reverse curve, having a radius of 1,918.00 feet, from said point a radial line bears North 40°27'42" East;

Thence easterly along said curve lying parallel and 82.00 feet northerly of said Engineer's Station Line, through a central angle of 40°26'03", an arc length of 1,353.55 feet;

Thence South 89°58'21" East, 17.34 feet;

Thence along a line parallel and 100.00 feet northerly of said Engineer's Station Line North 62°23'31" East, 38.81 feet;

Thence South 89°58'21" East, 69.84 feet;

Thence South 61°48'50" East, 36.02 feet;

Thence along a line parallel and 83.00 feet northerly of said Engineer's Station Line South 89°58'21" East, 238.02 feet to the beginning of a curve to the right, having a radius of 275.00 feet;

Thence easterly along said curve, through a central angle of 9°13'48", an arc length of 44.30 feet;

Thence South 80°44'33" East, 40.69 feet to the beginning of a curve to the left, having a radius of 225.00 feet;

Thence easterly along said curve, through a central angle of 9°13'48", an arc length of 36.25 feet;

Thence along a line parallel and 70.00 feet northerly of said Engineer's Station Line South 89°58'21" East, 2,040.71 feet to the beginning of a curve to the right, having a radius of 3,070.00 feet;

Thence easterly along said curve, through a central angle of 24°23'10", an arc length of 1,306.65 feet;

Thence South 65°35'11" East, 360.90 feet to the beginning of a curve to the left, having a radius of 2,230.00 feet;

Thence easterly along said curve, through a central angle of 23°54'30", an arc length of 930.53 feet;

Thence South 89°29'40" East, 259.51 feet;

Thence North 58°07'26" East, 34.80 feet to the westerly line of Doolan Road;

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Thence along said westerly line South 0°25'40" West, 88.64 feet to the intersection with said Engineer's Station Line at Station 182+15.06, said point being also North 75°43'58" West, 25.75 feet of a City of Livermore monument at the intersection of Doolan Road and N. Canyon Parkway as shown on that certain Parcel Map 7640, filed on June 13, 2001 in Book 256 of Maps at Pages 81 through 84, inclusive, in the Office of the County Recorder of Alameda County;

Thence leaving said point, and continuing along said line South 0°25'40" West, 87.61 feet;

Thence leaving said westerly line North 47°57'11" West, 41.63 feet;

Thence along a line parallel and 60.00 feet southerly of said Engineer's Station Line North 89°29'40" West, 257.98 feet to the beginning of a curve to the right, having a radius of 2,360.00 feet;

Thence westerly along said curve, through a central angle of 23°54'30", an arc length of 984.78 feet;

Thence North 65°35'11" West, 360.90 feet to the beginning of a curve to the left, having a radius of 2,940.00 feet;

Thence westerly along said curve, through a central angle of 24°23'10", an arc length of 1,251.32 feet;

Thence North 89°58'21" West, 2,400.18 feet;

Thence South 48°02'19" West, 41.66 feet;

Thence South 0°21'44" West, 12.13 feet;

Thence along a line parallel and 100.00 feet southerly of said Engineer's Station Line North 89°58'21" West, 74.10 feet;

Thence North 53°39'17" West, 47.28 feet;

Thence along a line parallel and 72.00 feet southerly of said Engineer's Station Line North 89°58'21" West, 8.99 feet to the beginning of a curve to the right, having a radius of 2,072.00 feet;

Thence westerly along said curve, through a central angle of 39°57'41", an arc length of 1,445.13 feet to the beginning of a reverse curve, having a radius of 1,778.00 feet, from said point a radial line bears South 39°59'20" West;

Thence westerly along said curve, through a central angle of 38°07'45", an arc length of 1,183.23 feet;

Thence South 49°17'04" West, 39.49 feet to the easterly line of Fallon Road;

Thence along said easterly line North 2°06'44" East, 106.39 feet to the **POINT OF BEGINNING.**

Containing an area of 26.365 acres, more or less.

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ATTACHMENT 4

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**END OF DESCRIPTION**

**As shown on plat attached hereto and by this reference made part hereof as Exhibit B.**

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

5/30/2019
Dated

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

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Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
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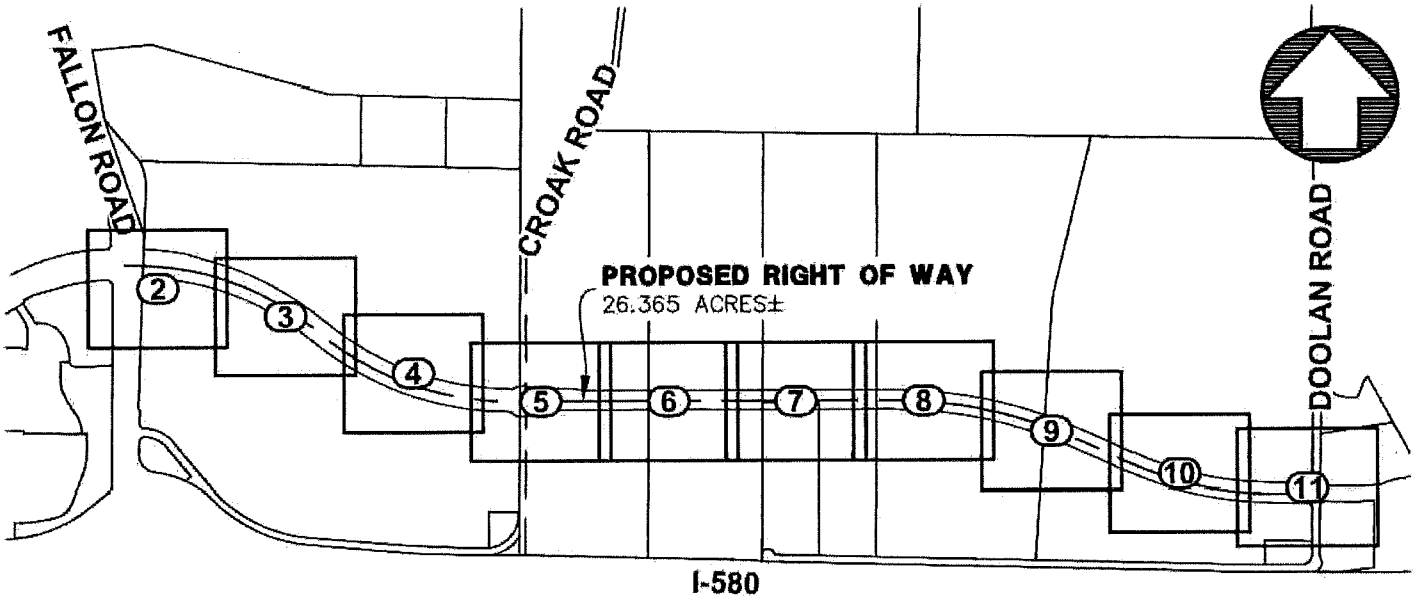
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# EXHIBIT B
## PROPOSED RIGHT OF WAY

PORTIONS OF APNs 985-0027-002, 905-0001-006-03,
905-0001-005-02, 905-0001-004-03, 905-0001-004-04,
905-0001-003-02, & 905-0001-001-02

**SHEET LAYOUT**



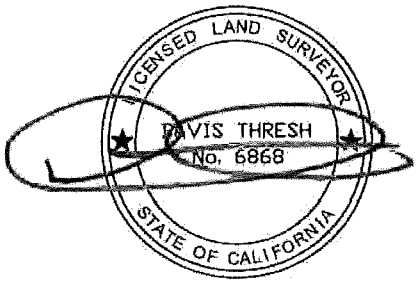

## BASIS OF BEARINGS

NORTH 0°26'33" EAST, BEING THE LINE BETWEEN TWO CITY STANDARD MONUMENTS STAMPED "LS5412" WITHIN FALLON ROAD AT THE INTERSECTION WITH DUBLIN BOULEVARD AND 1150.00' SOUTH OF SAID INTERSECTION, SAID MONUMENTS SET PER PARCEL MAY 8734, FILED ON NOVEMBER 22, 2006 IN BOOK 294 OF PARCEL MAPS AT PAGES 19 AND 20 AS SAID MONUMENT LINE IS ALSO SHOWN ON THAT CERTAIN TRACT 8171, FILED ON JULY 9, 2015 IN BOOK 333 OF MAPS AT PAGES 11 THROUGH 27, INCLUSIVE.

## LEGEND

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(R) = RADIAL BEARING

= COUNTY/CITY LINE
= DESCRIBED AREA
= DIMENSIONAL TIE
= ENGINEER'S STATION LINE
= LOT LINE
= MONUMENT LINE



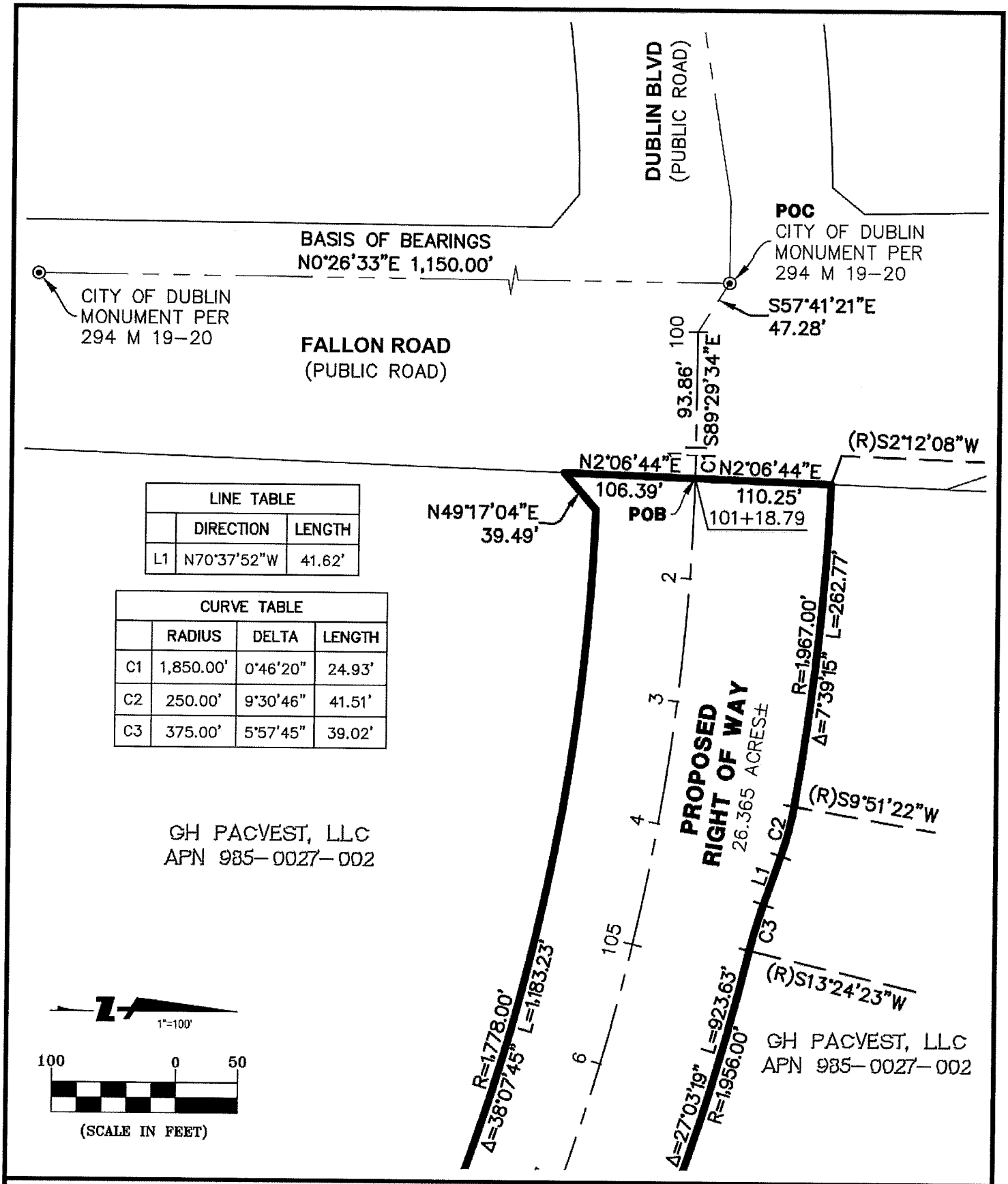

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925-396-7799 (FAX)

Subject EXHIBIT B
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Job No. 20167083
By MR Date 5/30/19 Chkd. WS
SHEET 1 OF 1

ATTACHMENT 4

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# EXHIBIT A



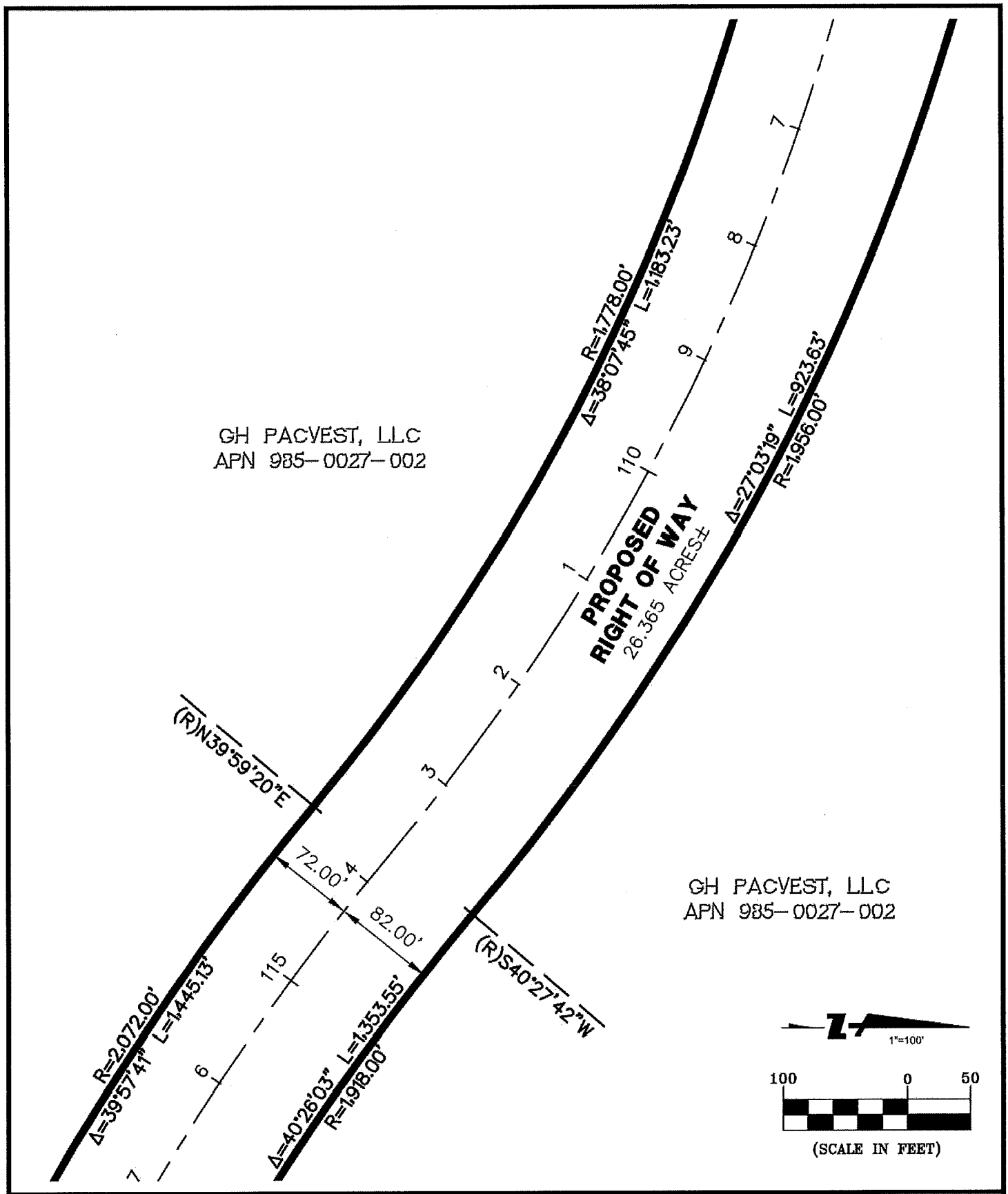

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**EXHIBIT A**



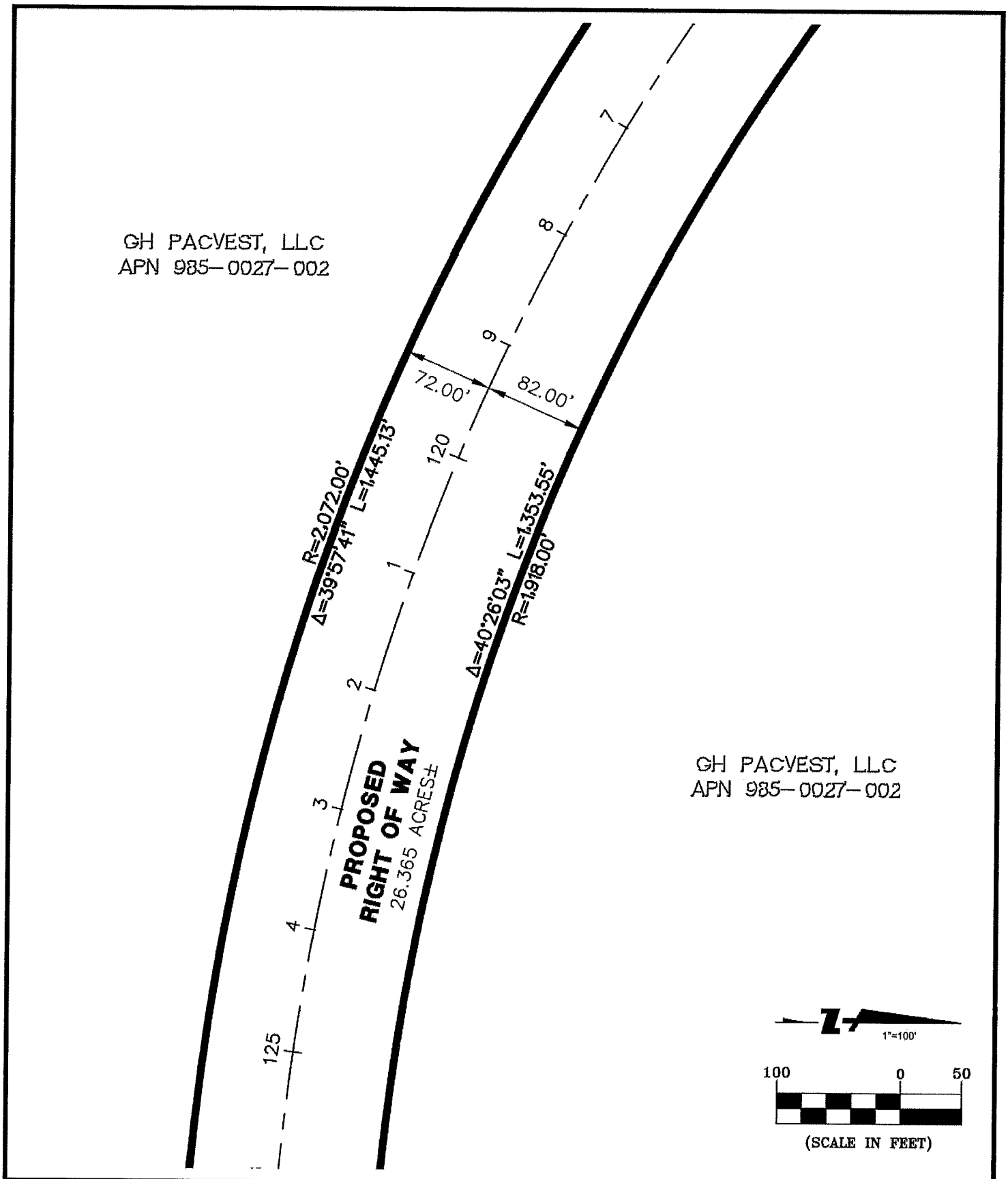

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# EXHIBIT A



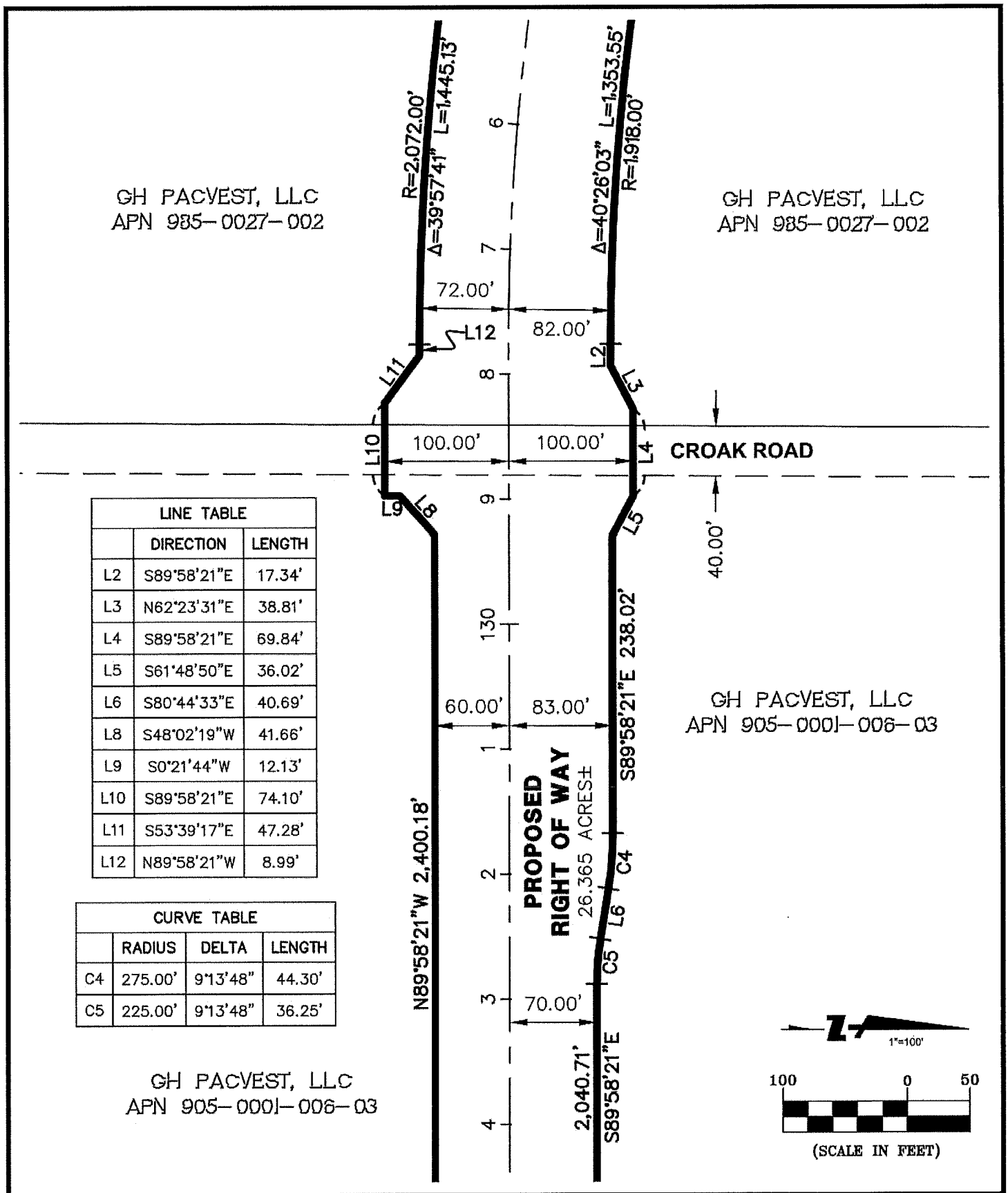

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| LINE TABLE | | |
|---|---|---|
| | DIRECTION | LENGTH |
| L2 | S89°58'21"E | 17.34' |
| L3 | N62°23'31"E | 38.81' |
| L4 | S89°58'21"E | 69.84' |
| L5 | S61°48'50"E | 36.02' |
| L6 | S80°44'33"E | 40.69' |
| L8 | S48°02'19"W | 41.66' |
| L9 | S0°21'44"W | 12.13' |
| L10 | S89°58'21"E | 74.10' |
| L11 | S53°39'17"E | 47.28' |
| L12 | N89°58'21"W | 8.99' |

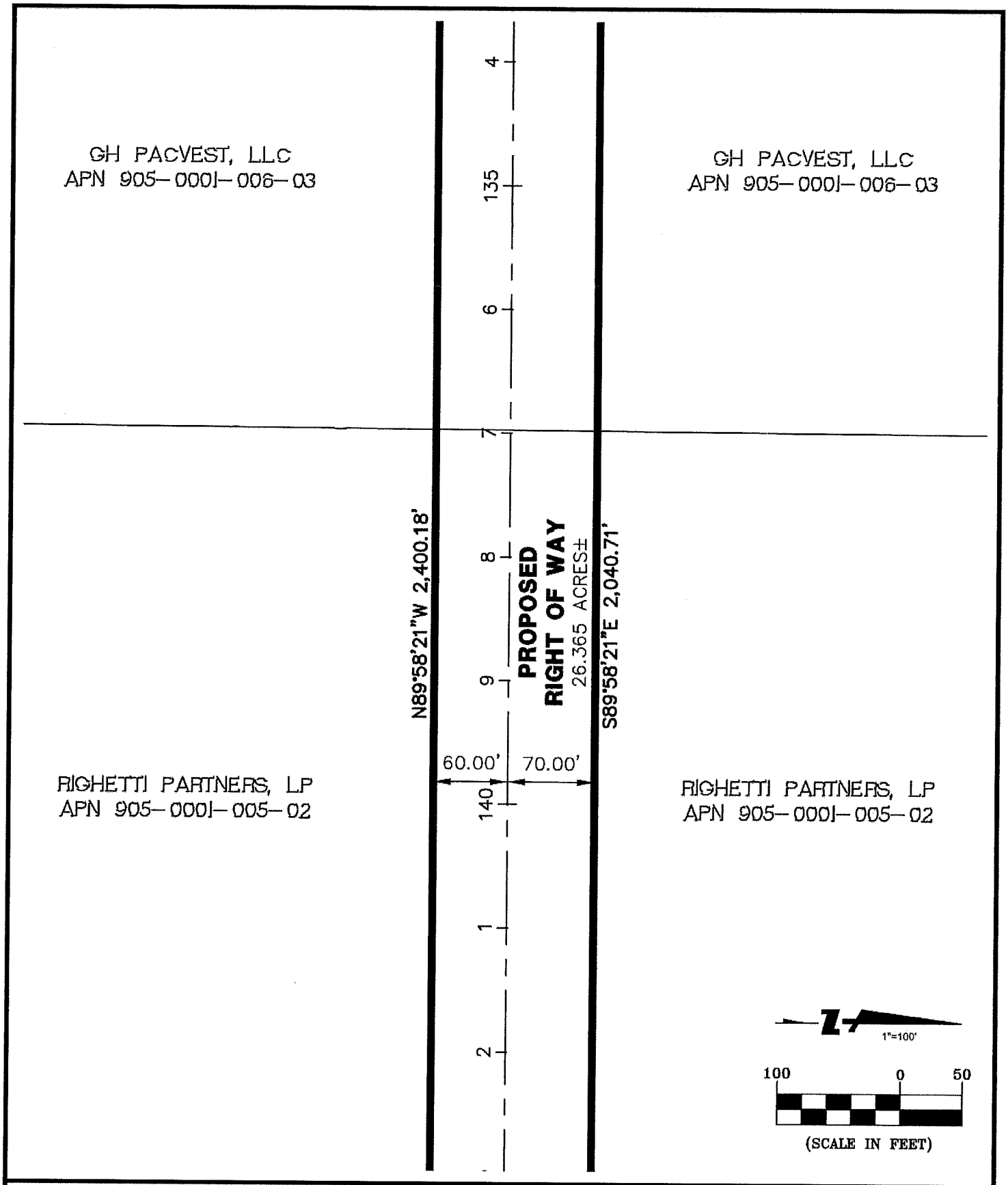
| CURVE TABLE | | | |
|---|---|---|---|
| | RADIUS | DELTA | LENGTH |
| C4 | 275.00' | 9°13'48" | 44.30' |
| C5 | 225.00' | 9°13'48" | 36.25' |

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**EXHIBIT A**




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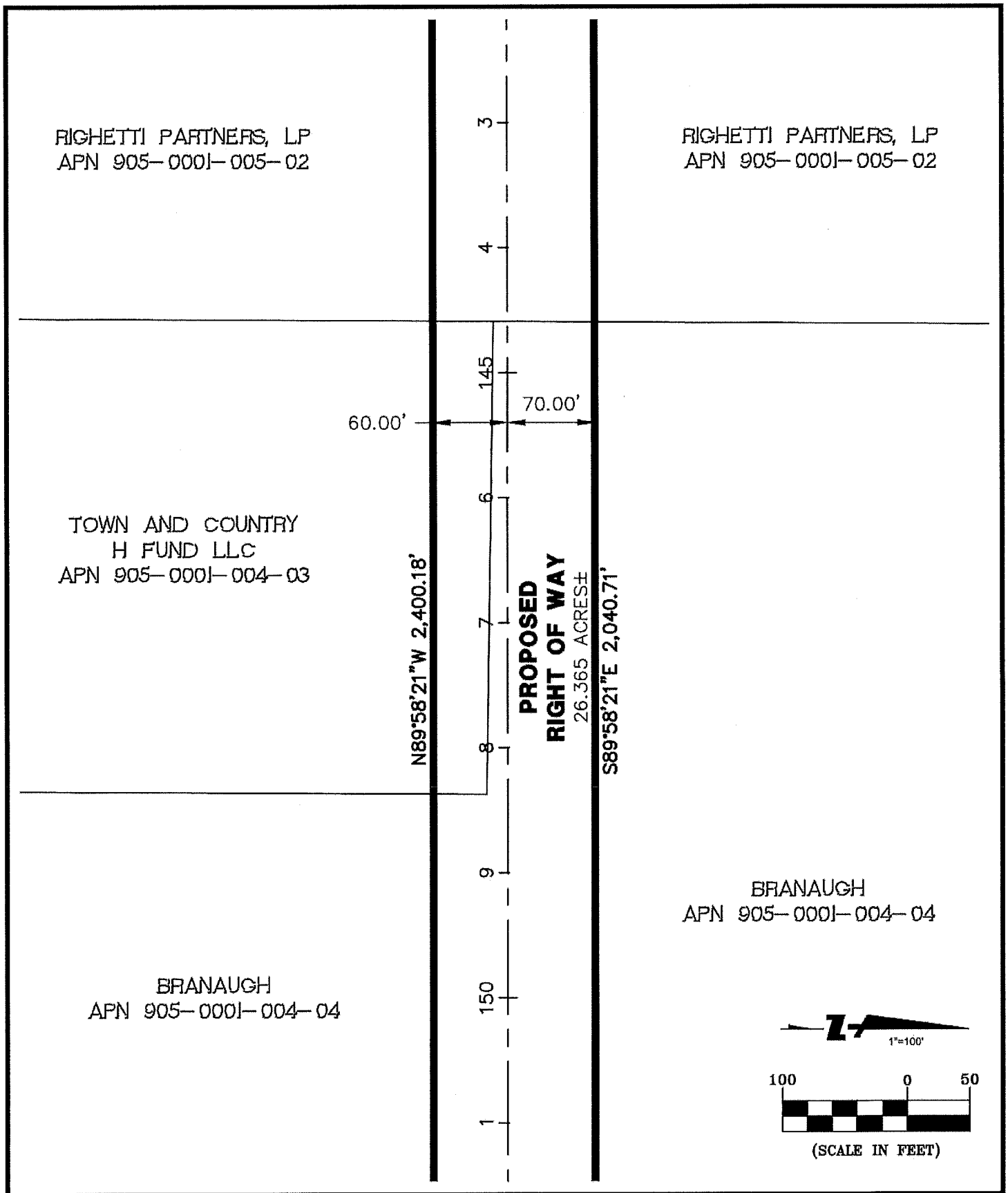
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Job No. 20167083
By MR Date 5/30/19 Chkd. WS

SHEET 1 OF 1

ATTACHMENT 4

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**EXHIBIT A**



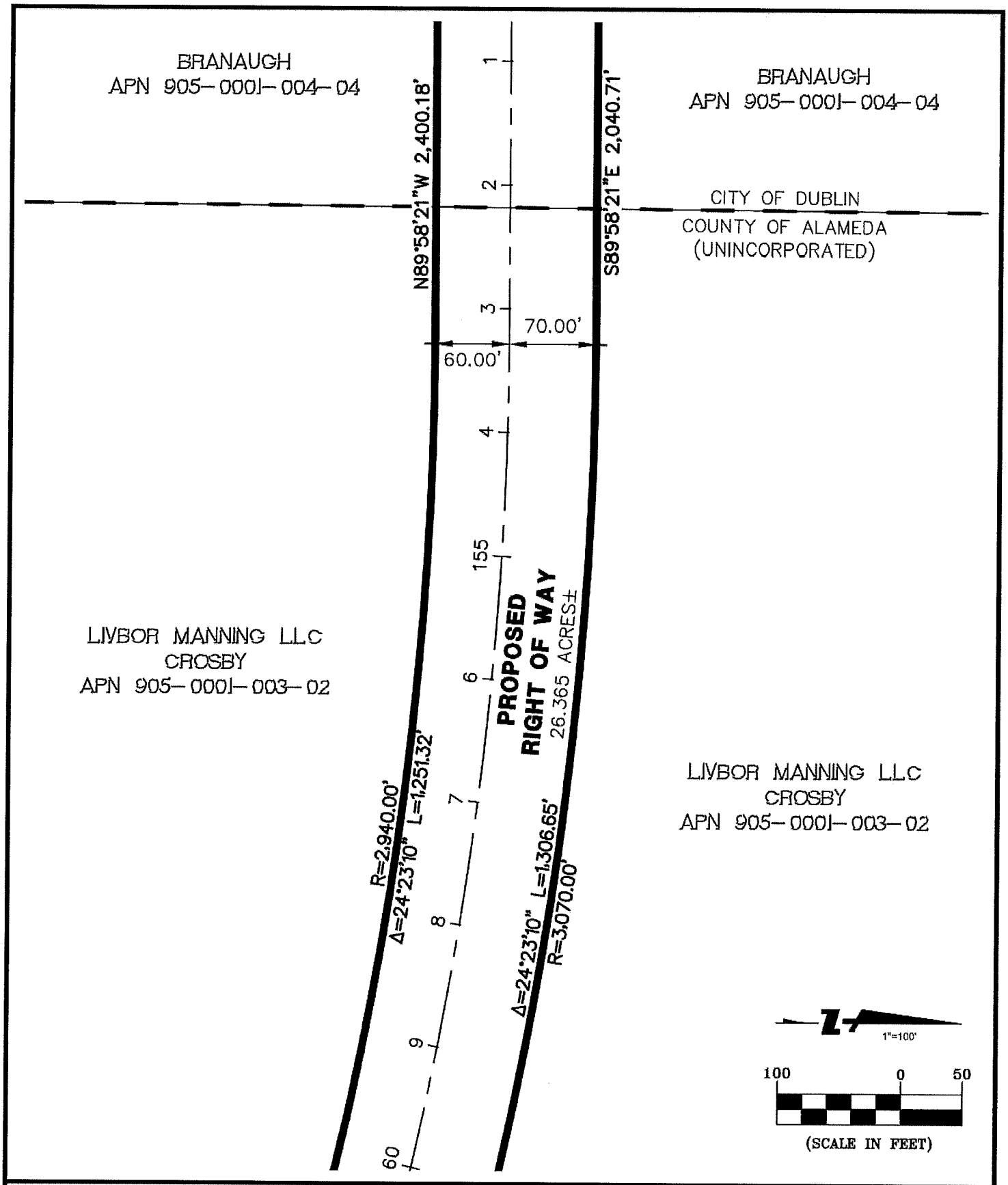

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

Subject EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20167083
By MR Date 5/30/19 Chkd. WS
SHEET 1 OF 1

ATTACHMENT 4

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# EXHIBIT A




BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

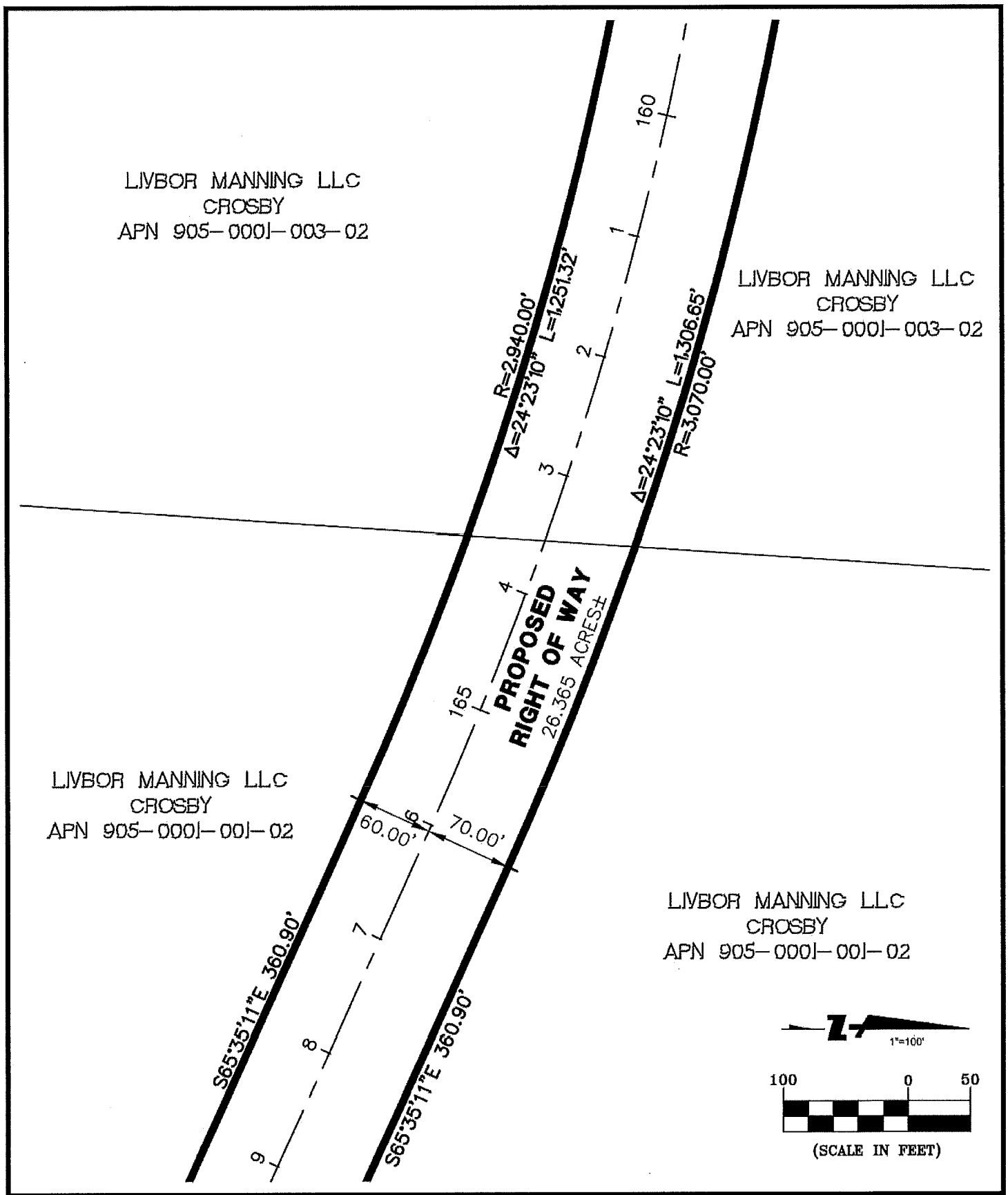
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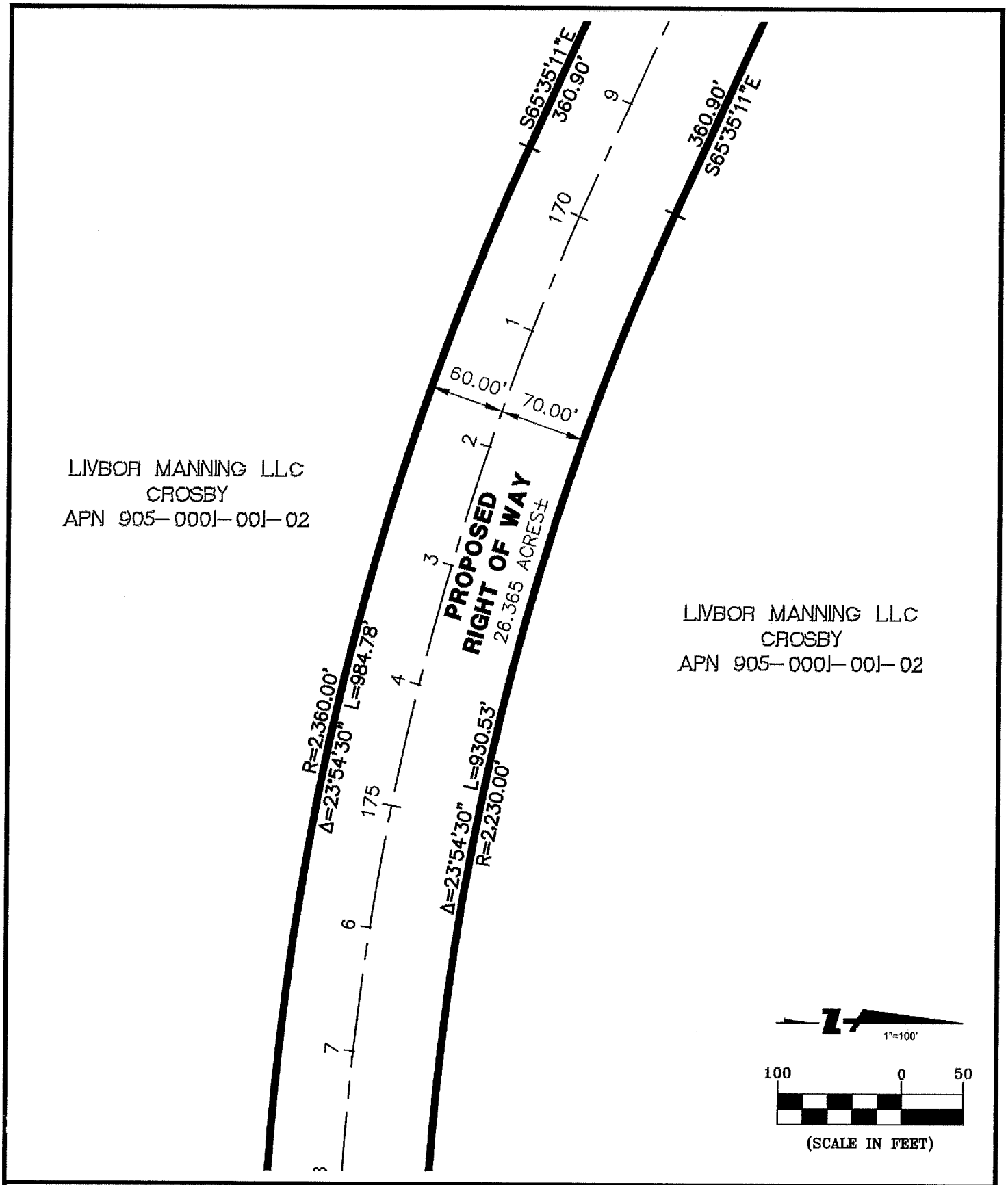
4670 WILLOW RD
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PLEASANTON, CA 94588
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SHEET 9 OF 11

ATTACHMENT 4

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# EXHIBIT A




BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

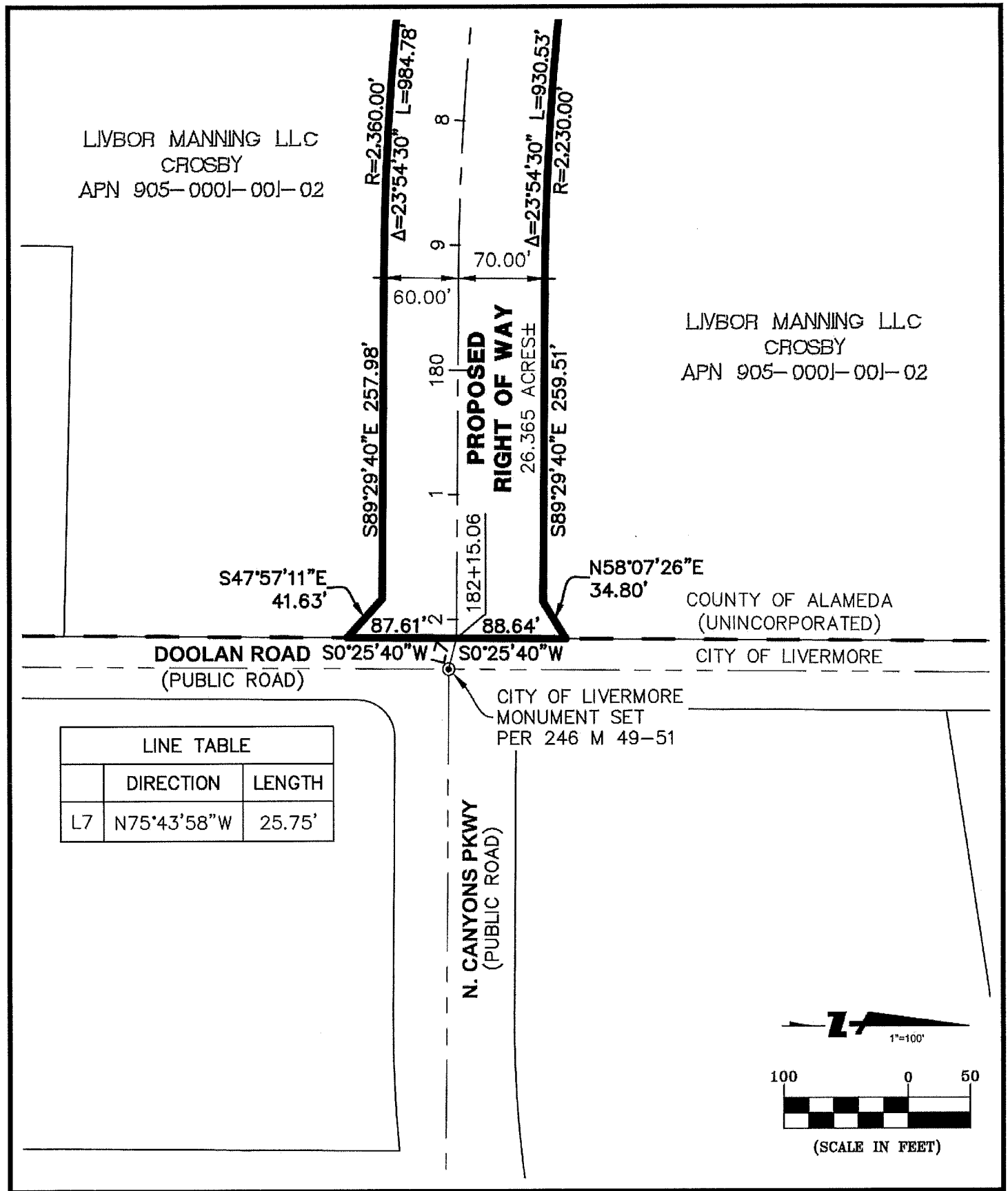
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925-396-7700
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SHEET 1 OF 1

ATTACHMENT 4

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**EXHIBIT A**




| LINE TABLE | | |
|---|---|---|
| | DIRECTION | LENGTH |
| L7 | N75°43'58"W | 25.75' |

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

Subject EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20167083
By MR Date 5/30/19 Chkd. WS
SHEET 1 OF 1

ATTACHMENT 4

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# Attachment 5 – Scope of Work for Dublin Boulevard / North Canyons Parkway Extension

PS&E Development

- Construction Documents (Based on Plan Line Study and Field survey of conditions)
  - 35% (Initial), 65% (Draft), 95% (Final)
    - Estimate
    - Specifications at 65% & 95%
- Include Modifications at North Canyon Parkway/ Airway Boulevard and Signal Retiming at I-580/Isabel (SR 84) Interchange
    -
  - Bridge over Cottonwood Creek
    - General Plan
    - Foundation Plan
    - Structural Plans
    - Structural Estimate
    - Structural Specifications
    - Structure Hydraulics Report
    - Structure Foundation Report
    - Coordination with Caltrans Bridge group
  - Hydraulic Study
    - Hydraulic Report
      - Storm Water Data Report Equivalent to comply with RWQCB Requirements per Section C3 Wildlife Exclusionary Limit evaluation
  - Stage Construction/Traffic Handling
    - Traffic Management Plan
  - Geotechnical and Materials Studies
    - Geotechnical Report
    - Pavement & Material Report
    - Hazardous Materials and soil classification for disposal if off haul
    - Aerially Deposited Lead
  - Landscape Architecture
    - Planting
    - Irrigation
    - Application for Service (DSRSD)
  - Electrical
    - Traffic Signal
      - Dublin / Fallon

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        - Dublin / Croak
        - North Canyons / Doolan
    - Lighting
    - Application for Service (PG&E)
- Utility Design & Relocation (To Be Incorporated into the CDs)
    - DSRSD Sewer
    - DSRSD Water
    - DSRSD Reclaimed Water
    - PG&E Gas and Electric
    - AT&T Telecommunication
    - Comcast / Level 3 Fiber Optic

R/W Engineering

- Right-Of-Way (ROW) Boundary (ROW, Construction Easements, Drainage Easements, Grading Easements, Public Use Easements and Environmental Site Assessment for phase I & II
- Plat Maps for Appraisal & Acquisition
- Legal Descriptions for Appraisal & Acquisition
- ROW Monumentation Documents

Project Coordination

- Meetings with Property Owners on Design Features
- Caltrans Encroachment Permit for improvements w/in CT R/W
- Alameda County PWA Encroachment Permit Fees

**Optional Services (Assuming Full Funding)**

100% Bid Package bid support, addendums, conformed set, CA services, construction staking, establish Temporary Benchmarks for construction

401 Permit wildlife monitoring during construction, pre-disturbance surveys, Env. permit reporting

404 Permit

1602 Permit

Incidental Take Permit

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TABLE 1

| Project Costs by Phase | | | |
|---|---|---|---|
| **PS&E Phase** | **Right of Way Phase** | **Construction Phase** | **Total** |
| Current Phase | FUTURE PHASE | FUTURE PHASE | |
| **$7,788,000.00** | **$46,198,017.00** | **$104,042,022.00** | **$158,028,039.00** |

| Project Spending (PS&E Phase Only) | | | | | |
|---|---|---|---|---|---|
| Jurisdiction | Fund Source | PS&E | Dublin (LOCAL SUPPORT COST) | Livermore (LOCAL SUPPORT COST) | Total |
| Alameda CTC | Measure BB | $7,248,060.00 | | | $7,248,060.00 |
| | Fed Earmark | $539,940.00 | | | $539,940.00 |
| Dublin | TIF | | $300,000.00 | | $300,000.00 |
| Livermore | TIF | | | $200,000.00 | $200,000.00 |
| **Total** | | **$7,788,000.00** | **$300,000.00** | **$200,000.00** | **$8,288,000.00** |

| | |
|---|---|
| Unfunded cost allocation for FUTURE PROJECT PHASES - To be determined based on the availability of local, regional, and Federal funding | **$149,740,039.00** |

**EXHIBIT A**

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.5**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Scott Lanphier, Public Works Director

**SUBJECT:** Resolution authorizing the execution of an agreement for services with Univar Solutions USA, Inc., for the purchase of sodium hypochlorite 12.5% for use at the Water Reclamation Plant, in an amount not-to-exceed $230,000

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement for services with Univar Solutions USA, Inc., for the purchase of sodium hypochlorite 12.5% to be used for treated effluent disinfection at the Water Reclamation Plant., in an amount not-to-exceed $230,000.

## SUMMARY

The Water Reclamation Plant (WRP) is required to disinfect all treated effluent and currently uses sodium hypochlorite for this purpose. Through a cooperative bidding process, Univar Solutions USA, Inc., was determined to be the lowest bidder at $1.4424 per gallon for FY2022-23.

## DISCUSSION

The WRP treats approximately 5.5 million gallons per day of raw sewage. In order to meet federal and state permit discharge limits, the WRP is required to disinfect all treated effluent. This is accomplished through the addition of sodium hypochlorite to the treated effluent. The WRP uses approximately 155,000 gallons per year.

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

In March 2022, the BACC issued Bid No. 13-2022 for competitive bidding for the supply of sodium hypochlorite (12.5% strength). Univar Solutions USA, Inc., was selected as the lowest responsible bidder

at $1.4424 per gallon. Although Univar was the lowest bidder, the per gallon unit price significantly increased from the prior year cost of $0.70 per gallon.

**FISCAL AND ADMINISTRATIVE IMPACTS**

The not-to-exceed amount for the supply of sodium hypochlorite is $230,000 which has already been budgeted in the Wastewater Enterprise Fund (Fund 230). Staff does not anticipate any administrative impacts due to approval of this agreement.

**ATTACHMENTS**

1. BACC Award Letter
2. Resolution
3. Exhibit A - Univar Solutions USA, Inc. Agreement for Services.pdf

Prepared by: Jennifer James
Acting Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

March 15, 2022

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

**RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2022 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, Sacramento, South Bay and Tri Valley regions.**

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 13-2022 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2022 through June 30, 2023 in regions: Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, Sacramento, South Bay and Tri Valley.

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

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

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

Sincerely,

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

Bay Area Clean Water Agencies
Bid Results for Project 13-2022 SODIUM HYPOCHLORITE 12.5%
Issued on 01/27/2022
Bid Due on February 24, 2022 4:00 PM (PDT)
Exported on 02/24/2022
**REGIONAL BID AWARD**

| Section | SODIUM HYPOCHLORITE 12.5% | | | | | | | | SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item) | SODIUM HYPOCHLORITE 12.5% In Drums (Optional bid item) | | SODIUM HYPOCHLORITE 12.5% In Caryboys (Optional bid item) | SODIUM HYPOCHLORITE 5.25% (Optional bid item) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Description | Central Valley | East Bay | Marin Sonoma Napa | North Bay | Peninsula | Sacramento | South Bay | Tri Valley | North Bay | Central Valley | North Bay | Sacramento | Sacramento |
| Unit of Measure | gal | gal | gal | gal | gal | gal | gal | gal | gal | gal | gal | gal | gal |
| Univar Solutions USA Inc. | 1.5469 | 1.4322 | 1.4640 | 1.3852 | 1.4916 | 1.5166 | 1.4642 | 1.4424 | no bid | no bid | no bid | no bid | no bid |
| Olin Corporation | 1.5490 | 1.4940 | 1.5890 | 1.5490 | 1.5490 | 1.5490 | 1.6240 | 1.4940 | no bid | no bid | no bid | no bid | 0.9290 |
| Hasa, Inc. | 5.0000 | 1.6300 | 5.0000 | 1.6100 | 5.0000 | 5.0000 | 5.0000 | 5.0000 | 2.0100 | no bid | 2.1500 | no bid | no bid |

Lowest responsive bid for each region

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

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES TO UNIVAR SOLUTIONS USA, INC. IN AN AMOUNT NOT-TO-EXCEED $230,000, FOR THE SUPPLY OF SODIUM HYPOCHLORITE 12.5% FOR USE AT THE WATER RECLAMATION PLANT**

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

In March 2022, the Consortium completed a competitive bidding process and selected Univar Solutions USA, Inc. as the best value to provide sodium hypochlorite 12.5%. Univar Solutions USA, Inc. met all bid requirements and provides delivery directly to the Livermore Water Reclamation Plant.

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

1. The City Council authorizes the execution of an agreement for services attached hereto as Exhibit A with Univar Solutions USA, Inc. in an amount not to exceed $230,000, to provide supply and delivery of sodium hypochlorite 12.5% to the Water Reclamation Plant.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*
Tara Mazzanti
Assistant City Attorney

Exhibit A – Univar Solutions USA, Inc. Agreement for Services

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2022, by and between the City of Livermore ("City"), a municipal corporation, and Univar Solutions USA, Inc. ("Contractor"), a Washington corporation.

## RECITALS

City requires services to supply and deliver sodium hypochlorite (12.5%) to the City of Livermore Water Reclamation Plant.

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

## AGREEMENT

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

**1. Retention as Contractor.** City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

**2. Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

**3. Description of Services.** Contractor shall provide services to supply and deliver sodium hypochlorite (12.5%) to the City of Livermore Water Reclamation Plant as more particularly set forth in Exhibit "A" (collectively "the Services").

**4. Contractor's Responsibilities.** Contractor shall:

**(a)** Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

**(b)** Provide the resources necessary to complete the Services in a timely manner;

**(c)** Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Contractor and the Services;

**(f)** Coordinate the Services with Jimmie Truesdell, Water Resources Operations Manager ("Project Manager"), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

**(k)** Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor;

**(l)** If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

**(m)** Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

**5. Compensation and Payment.**

**(a)** The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $230,000.00 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

**6. Term.** The term of this Agreement commences on July 1, 2022, and terminates upon the completion of the Services or June 30, 2023, whichever occurs first.

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

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

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

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

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

**(a)** Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY: Attention: Water Resources Division Manager
City of Livermore
101 W. Jack London Blvd.

Livermore, California 94551

TO CONTRACTOR: Attention: Muni Bid Team
Univar USA, Inc.
8201 S. 212th
Kent, WA 98032

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

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

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

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

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

**********

**Signatures and Attachment List on the Next Page**

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

**CONTRACTOR:** **Dated:**

Shawnadey McCaffny — June 2, 2022

By: Shawnadey McCaffny
Title: municipal commercial manager

**CITY OF LIVERMORE:** **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

# EXHIBIT A

## SCOPE OF WORK

### SCOPE

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

1. Supply and deliver Sodium Hypochlorite 12.5% to the Livermore Water Reclamation Plant (WRP) located at 101 West Jack London Boulevard in Livermore, California.

### TERMS AND CONDITIONS

1. CONTRACTOR shall deliver chemical to the WRP within 14 days of order.
2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received.
3. CONTRACTOR or representative must notify CITY staff upon reaching the WRP so that CITY staff may verify the product being delivered.
4. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge chemical in to the WRP tank.
5. CONTRACTOR or representative shall clean any spillage of chemical generated during the filling process.
6. CONTRACTOR or representative shall provide a weight tag or other similar document showing the amount of chemical delivered to CITY for each delivery.

### COMPENSATION

1. CITY shall compensate CONTRACTOR at the rate of **$1.4424 per gallon**.

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

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

**Deductibles and Self-Insured Retention**

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

**Acceptability of Insurers**

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

**Other Insurance Provisions**

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

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

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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

**Verification of Coverage**

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.6**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Scott Lanphier, Public Works Director

**SUBJECT:** Resolution authorizing the execution of an agreement for services with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant, in an amount not-to-exceed $180,000

## RECOMMENDED ACTION

Staff recommends the City Council adopt resolution authorizing the execution of an agreement for services with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $180,000.

## SUMMARY

The Water Reclamation Plant (WRP) uses ferric chloride in the primary treatment and solids handling processes. Through a cooperative bidding process, Kemira Water Solutions Inc. was determined to be the lowest bidder at $1,226.00 per dry ton for FY2022-23.

## DISCUSSION

The Water Reclamation Plant (WRP) uses ferric chloride in the primary treatment and solids handling processes. In the primary clarifiers, ferric chloride is used to aid settling of solids to minimize the amount of hydrogen sulfide produced in the anaerobic digesters. This helps minimize corrosion in the solids handling building, as well as improve air quality for staff while operating the belt press.

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

In March 2022, the BACC issued Bid No. 06-2022 for competitive bidding for the supply of ferric chloride. Kemira Water Solutions, Inc., was selected as the lowest responsible bidder at $1,226.00 per dry ton.

**FISCAL AND ADMINISTRATIVE IMPACTS**

The not-to-exceed amount for the supply of ferric chloride is $180,000 which has already been budgeted in the Wastewater Enterprise Fund (Fund 230). Staff does not anticipate any administrative impacts due to approval of this agreement.

**ATTACHMENTS**

1. BACC Award Letter
2. Resolution
3. Exhibit A - Agreement

Prepared by: Jennifer James
Acting Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

BACWA
BAY AREA
CLEAN WATER
AGENCIES

March 15, 2022

Kemira Water Solutions, Inc.
Attn: Christina Imbrogno
4321 W. 6th St.
Lawrence, KS, 66049

**RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2022 for Supply and Delivery of FERRIC CHLORIDE.**

Dear Ms. Imbrogno,

We are pleased to advise you that the bid submitted by Kemira Water Solutions, Inc. for Bid No. 06-2022 was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2022 through June 30, 2023.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Kemira Water Solutions, Inc. for their respective facilities.

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

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

Sincerely,

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

Bay Area Clean Water Agencies
Bid Results for Project 06-2022 FERRIC CHLORIDE
Issued on 01/27/2022
Bid Due on February 24, 2022 4:00 PM (PDT)
Exported on 02/24/2022
**SINGLE BID AWARD**

| **Section** | **FERRIC CHLORIDE** | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Description** | **Central Valley** | **East Bay** | **Marin Sonoma Napa** | **North Bay** | **Peninsula** | **Sacramento** | **South Bay** | **Tri Valley** |
| **Unit of Measure** | dry ton | dry ton | dry ton | dry ton | dry ton | dry ton | dry ton | dry ton |
| **Univar Solutions USA Inc.** | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| **Kemira Water Solutions, Inc** | 1169.00 | 1217.00 | 1229.00 | 1233.00 | 1217.00 | 1248.00 | 1203.00 | 1226.00 |
| **Pencco, Inc** | 1300.00 | 1300.00 | 1300.00 | 1300.00 | 1300.00 | 1300.00 | 1300.00 | 1300.00 |
| **Thatcher Company of California, Inc.** | 1500.00 | 1500.00 | 1500.00 | 2000.00 | 2000.00 | 1250.00 | 1525.00 | 1338.00 |

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

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH KEMIRA WATER SOLUTIONS, INC. IN AN AMOUNT NOT-TO-EXCEED $180,000, FOR THE SUPPLY OF FERRIC CHLORIDE FOR USE AT THE WATER RECLAMATION PLANT**

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

In March 2022, the Consortium completed a competitive bidding process and selected Kemira Water Solutions, Inc. as the best value to provide ferric chloride. Kemira Water Solutions, Inc. met all bid requirements and provides delivery directly to the Livermore Water Reclamation Plant.

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

1. The City Council authorizes the execution of an agreement for services attached hereto as Exhibit A with Kemira Water Solutions, Inc. in an amount not to exceed $180,000 to provide supply and delivery of ferric chloride to the Water Reclamation Plant.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*
Tara Mazzanti
Assistant City Attorney

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

## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2022, by and between the City of Livermore ("City"), a municipal corporation, and Kemira Water Solutions, Inc. ("Contractor"), a Delaware corporation.

## RECITALS

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

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

## AGREEMENT

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

1. **Retention as Contractor.** City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. **Description of Services.** Contractor shall provide services to supply and deliver ferric chloride to the City of Livermore Water Reclamation Plant as more particularly set forth in Exhibit "A" (collectively "the Services").

4. **Contractor's Responsibilities.** Contractor shall:

**(a)** Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

**(b)** Provide the resources necessary to complete the Services in a timely manner;

**(c)** Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Contractor and the Services;

**(f)** Coordinate the Services with Jimmie Truesdell, Water Resources Operations Manager ("Project Manager"), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

**(k)** Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor;

**(l)** If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

**(m)** Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

**5. Compensation and Payment.**

**(a)** The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $180,000.00 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

**6. Term.** The term of this Agreement commences on July 1, 2022, and terminates upon the completion of the Services or June 30, 2023, whichever occurs first.

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

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

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

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

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

**(a)** Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY: Attention: Water Resources Division Manager
City of Livermore
101 W. Jack London Blvd.

Livermore, California 94551

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

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

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

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

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

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

**********

**Signatures and Attachment List on the Next Page**

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

**CONTRACTOR:** **Dated:**

5/9/22

By: Gayla Walker
Title: Commercial Support Specialist

**CITY OF LIVERMORE:** **Dated:**

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

# EXHIBIT A

## SCOPE OF WORK

### SCOPE

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

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

### TERMS AND CONDITIONS

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

### COMPENSATION

1. CITY shall compensate CONTRACTOR at the rate of **$1,226.00 per dry ton**.

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

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

**Deductibles and Self-Insured Retention**

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

**Acceptability of Insurers**

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

**Other Insurance Provisions**

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

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

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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

**Verification of Coverage**

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.7**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Spence, Community Development Director

**SUBJECT:** Resolutions authorizing execution of agreements with Independent Code Consultants Inc. and 4LEAF Inc. to provide on-call plan review, inspections, and permit technician services. Each contract has a not-to-exceed amount of $200,000

## RECOMMENDED ACTION

Staff recommends the City Council adopt resolutions authorizing the City Manager to execute agreements with Independent Code Consultant Inc. and 4LEAF Inc. to provide on-call plan check, site inspections, permit technician services, and Certified Access Specialist (CASp) consultation. Each contract has a not-to-exceed amount of $200,000 over a two-year term.

## SUMMARY

Staff recommends approval of agreements for professional services to perform work duties otherwise performed by multiple vacant positions. The consultants will perform permit technician duties, inspections, Certified Access Specialist (CASp) consultation, and on-call review of plans and related documents for compliance with the State of California Building Law, and provide customer consultation, including job site visits, inspections, technical support, and training to staff as directed.

## DISCUSSION

The building division requires two consultants to provide plan review, permit technician services, site inspections, CASp consultation, technical support, and training for staff as directed. The consultants will assist staff in performing timely plan review during workload surges and low staffing times. Currently, the building division has multiple vacant positions: a building inspector position, a permit technician position and plan checker. The inspector and permit technician positions are out for recruitment and are anticipated to be complete in early 2023.

Staff recommends renewing professional services agreements with two building consulting firms that were previously approved in 2021 and 2022. The two firms were selected based on overall experience, familiarity with Livermore processes, quality of personnel, and their ability to respond to the City's needs on a timely basis. Both firms and their personnel have worked satisfactorily under prior agreements on

permits, plan reviews, field inspections, and customer consultations. Over the past two years, both firms have provided much needed assistance on a variety of projects, including photovoltaic projects, new commercial buildings, new residential multi-unit developments, single-family projects, electrical vehicle chargers, and additional work related to structural reviews, including parking garage and bridge projects. This past fiscal year, building activity, energy efficiency upgrades, and renovations in Livermore have continued to grow, adding to the need for these services; staff anticipates continued growth upwards of 20% through 2024.

Each proposed agreement begins July 1, 2022, and terminates June 30, 2024, with a maximum expenditure allowance of $200,000 per agreement over the two-year period. These agreements authorize the Chief Building Official to approve work tasks related to the contract within the overall budget amount.

## FISCAL AND ADMINISTRATIVE IMPACTS

The total amount of work between the two consulting firms is expected to be approximately $400,000 over a two-year period beginning on July 1, 2022. Funding for services rendered under these agreements is partially included in the building operating budget for consultant services in FY 2022-23 and the remaining funding will be added to the FY 2023-24 budget.

## ATTACHMENTS

1. Resolution - Independent Code Consultants
2. Exhibit A - Independent Code Consultants signed contract
3. Resolution - 4LEAF Inc.
4. Exhibit A - 4LEAF signed contract

Prepared by: Franc Moufarrej
Acting Building Official

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH INDEPENDENT CODE CONSULTANTS INC. FOR ON-CALL CONSULTING SERVICES, IN AN AMOUNT NOT-TO-EXCEED $200,000**

The Building Division requires two building consultants to provide plan review, permit technician services, site inspections, CASp consultation, technical support, and training for staff as directed. The consultants will assist staff in performing timely plan review and customer service during workload surges and low staffing times.

Staff selected two firms based on overall experience, familiarity with Livermore processes, quality of personnel, and ability to respond to the City's needs on a timely basis. Based on the evaluation of the written proposals and interview results, two consultants, including Independent Code Consultants Inc., were selected for on-call plan review services, permit technician, field inspections, and provide customer consultation.

The proposed agreement allows for on-call plan check, site inspections, and permit technician services to commence July 1, 2022, and terminate June 30, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore authorizes the City Manager to execute an agreement with Independent Code Consultants Inc., attached hereto as Exhibit A, for on-call plan check, permit technician, inspections, and CASp consultation services, in an amount not-to-exceed $200,000 for a two-year term.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kelly Trujillo*
Kelly Trujillo
Assistant City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Independent Code Consultants Inc. ("Consultant"), a California Corporation.

## RECITALS

City requires professional services to Perform permit technician duties, inspections, CASp consultations, review of plans and related documents for compliance to State of California Building Law as generally contained in the California Code of Regulations Title 24; parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11, 12, and provide customer consultation, including visit job sites, inspections, technical support, and training to staff as directed.

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

## AGREEMENT

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

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Professional plan review, CASp consultations, inspection and permit technician services to provide customer consultation on behalf of the City, visit job sites, provide technical support, training to staff as directed, inspections, and perform plan reviews and related documents for compliance to State of California Building Law as generally contained in the California Code of Regulations Title 24; parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11 and 12 which covers structural, fire and life safety, disabled access, electrical, plumbing, mechanical, green building and energy conservation requirements as modified by City of Livermore.

4. **Consultant's Responsibilities.** Consultant shall:

**(a)** Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

**(b)** Provide the resources necessary to complete the Services in a timely manner;

**(c)** Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Consultant and the Services;

**(f)** Coordinate the Services with Franc Moufarrej ("Project Manager"), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant 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. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

**(k)** Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

**(l)** If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but

not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

**(m)** Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**5. Compensation and Payment.**

**(a)** The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $200,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant'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 Consultant, its agents, and employees to provide the Services.

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

**6. Term.** The term of this Agreement commences on July 1st, 2022, and terminates upon the completion of the Services or June 30th , 2024, whichever occurs first.

**7. Termination by City.** City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and 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 Consultant in accordance with Section 5.

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

**9. Copyright and Right of Use.** All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant 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 Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

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

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

**(a)** Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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

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

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

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

**15. Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant'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, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: Franc Moufarrej, Interim Chief Building Official
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Abigail Obligacion

Independent Code Consultants Inc.
5870 Stoneridge Mall Road, suite 200
Pleasanton, CA 94588

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

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

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

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

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

**********

**Signatures and Attachment List on the Next Page**

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

**CONSULTANT:** **Dated:**



5/25/2022

By: Abigail Obligacion
Title: President

**CITY OF LIVERMORE:** **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

# PRICING & TIMELINES

## FEE SCHEDULE

| Building Plan Review Services | Unit Rate | Unit |
|---|---|---|
| Complete Plan Review Fee (first submittal plus two (2) additional subsequent submittal) | 65% of Plan Review Fee | |
| All other Building, Safety Plan Review Submittals | $145.00 | Hour |
| Structural Only Review | $145.00 | Hour |
| Non-Structural Review | $115.00 | Hour |
| CASp Only Review | $145.00 | Hour |
| **Building Department Support Staff** | **Unit Rate** | **Unit** |
| On-Site Plans Examiner/Engineer | $145.00 | Hour |
| Building Inspector I | $80.00 | Hour |
| Building Inspector II | $90.00 | Hour |
| Senior Building Inspector | $100.00 | Hour |
| CASp Inspector | *Rate varies by building | |
| Permit Technician | $70.00 | Hour |

| Basis of Charges | Unit Rate |
|---|---|
| Work over 8 hours a day | Time and One-Half |
| Work over 12 hours, Monday through Friday | Double Time |
| Work on Saturdays | Time and One-Half |
| Work over 8 hours on Saturday | Double Time |
| Work on Sundays/Holidays | Double Time |
| Reimbursables | Cost |

## PLAN REVIEW TIMELINE

Independent Code Consultants will meet your plan review needs, which includes attending meetings and workshops when necessary. We also are able to meet or exceed the following timelines for plan review services:

| Small to Mid-Scale Projects | | Larger to More Complex Projects | |
|---|---|---|---|
| Standard Turnaround Times: | | Standard Turnaround Times: | |
| First Submittals: | 10 days | First Submittals: | 15 days |
| Subsequent Submittals: | 5 days | Subsequent Submittals: | 10 days |

| Small to Mid-Scale Projects | | Larger to More Complex Projects | |
|---|---|---|---|
| Expedited Turnaround Times**: | | Expedited Turnaround Times**: | |
| First Submittals: | 5 days | First Submittals: | 10 days |
| Subsequent Submittals: | 3 days | Subsequent Submittals: | 7 days |

** Expedited Turnaround Times will be subject to discussion by all concerned parties to ensure milestones are met and completed on-time and on-schedule.

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   **$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. Professional Liability/Errors and Omissions:
   **$1,000,000** per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

**Deductibles and Self-Insured Retention**

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

**Acceptability of Insurers**

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

**Other Insurance Provisions**

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

**Verification of Coverage**

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

**EXHIBIT A**

INDEP-2 OP ID: BMH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER 925-516-4700<br>Discovery Bay Ins. Serv., Inc.<br>14850 Hwy 4, Suite A-258<br>Discovery Bay, CA 94505<br>Melissa Hoffman | CONTACT NAME: Melissa Hoffman<br>PHONE (A/C, No, Ext): 925-516-4700 FAX (A/C, No): 925-516-4202<br>E-MAIL ADDRESS: melissa@discoverybayins.com |
| INSURED<br>Independent Code Consultants<br>Abigail Obligacion<br>5870 Stoneridge Mall Road<br>Suite 200<br>Pleasanton, CA 94588 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Evanston Insurance Company — 35378<br>INSURER B : United Financial Casualty Co. — 11770<br>INSURER C : State Compensation Ins Fund — 35076<br>INSURER D : Landmark American Ins. Co. — 33138<br>INSURER E : United States Liability — 25895<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | X | | 3AA524327 | 12/03/2021 | 12/03/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | X | | 06461327-4 | 01/11/2022 | 01/11/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>HNOA | $ 1,000,000<br>$<br>$<br>$<br>$ 100,000 |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED [X] RETENTION $ 10000 | X | | EZXS3065570 | 12/03/2021 | 12/03/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 9224300-22 | 01/11/2022 | 01/11/2023 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Errors & Omissions | | | LHR793296 | 01/10/2022 | 01/10/2023 | E&O | 2,000,000 |
| E | BPP | | | CF1567614 | 03/05/2021 | 03/05/2022 | Ded. 1000 | 30,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**The City of Livermore, its officers, officials, employees, and designated volunteers are covered as additional insureds.**

**CERTIFICATE HOLDER**

City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Hoffman
Melissa Hoffman

ACORD 25 (2016/03)

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH 4LEAF INC. FOR ON-CALL CONSULTING SERVICES, IN AN AMOUNT NOT-TO-EXCEED $200,000**

The Building Division requires two building consultants to provide plan review, permit technician services, site inspections, CASp consultation, technical support, and training for staff as directed. The consultants will assist staff in performing timely plan review and customer service during workload surges and low staffing times.

Staff selected two firms based on overall experience, familiarity with Livermore processes, quality of personnel, and ability to respond to the City's needs on a timely basis. Based on the evaluation of the written proposals and interview results, two consultants, including 4LEAF Inc., were selected for on-call plan review services, permit technician, field inspections, and provide customer consultation.

The proposed agreement allows for on-call plan check, site inspections, and permit technician services to commence July 1, 2022, and terminate June 30, 2024

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore authorizes the City Manager to execute an agreement with 4LEAF Inc, attached hereto as Exhibit A, for on-call plan check, permit tech, inspections, and CASp consultation services, in an amount not-to-exceed $200,000 for a two-year term.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kelly Trujillo*
Kelly Trujillo
Assistant City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and 4LEAF Inc. ("Consultant"), a California corporation.

## RECITALS

City requires professional services to perform 'on-call' permit technician duties, inspections, CASp consultations, and review of plans and related documents for compliance to State of California Building Law as generally contained in the California Code of Regulations Title 24; Parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11, 12, and provide customer consultation, including visit job sites, inspections, technical support, and training to staff as requested.

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

## AGREEMENT

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

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. **Description of Services.** Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

On call and as requested by the City at the prices listed in Exhibit A: Professional Plan Review, CASp Consultations, Inspection and Permit Technician services to provide customer consultation on behalf of the City. Duties include: visit job sites, provide technical support, provide training to staff as directed; inspections, and perform review of plans and related documents for compliance to State of California Building Law as generally contained in the California Code of Regulations Title 24; Parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11, and 12. which covers structural, fire and life safety, disabled access, electrical, plumbing, mechanical, green building, and energy conservation requirements - all as modified and adopted by the City of Livermore.

4. **Consultant's Responsibilities.** Consultant shall:

**(a)** Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

**(b)** Provide the resources necessary to complete the Services in a timely manner;

**(c)** Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

**(d)** Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

**(e)** Comply with all laws in effect that are related to Consultant and the Services;

**(f)** Coordinate the Services with Franc Moufarrej ("Project Manager"), or such other person designated as the Project Manager by City;

**(g)** Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

**(h)** Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

**(i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant 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. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

**(j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

**(k)** Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

**(l)** If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

**(m)** Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. **Compensation and Payment.**

**(a)** The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $200,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant'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 Consultant, its agents, and employees to provide the Services.

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

6. **Term.** The term of this Agreement commences on July 1, 2022, and terminates upon the completion of the Services or June 30, 2024, whichever occurs first.

7. **Termination by City.** City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and 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 Consultant in accordance with Section 5.

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

9. **Copyright and Right of Use.** All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all

intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant 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 Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

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

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

**(a)** Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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

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

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

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

15. **Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant'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, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: Franc Moufarrej, Interim Chief Building Official
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Craig Tole
4LEAF, INC.
2126 Rheem Drive
Pleasanton, CA 94588

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

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

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

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

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

**********

**Signatures and Attachment List on the Next Page**

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

**CONSULTANT:**

By: Kevin J. Dugan
Title: President

**Dated:** 5/25/22

**CITY OF LIVERMORE:**

Marianna Marysheva
City Manager

**Dated:**

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

Exhibit A

4LEAF, INC.
ENGINEERING • CONSTRUCTION MANAGEMENT
PLAN CHECK • BUILDING INSPECTION • PLANNING

# 2022-2023 FEE SCHEDULE & BASIS OF CHARGES

## FOR THE CITY OF LIVERMORE

All Rates are Subject to Basis of Charges

| PLAN REVIEW COST STRUCTURE | NOTES |
|---|---|
| Complete Plan Review Percentage Cost: 70%<br>Partial Review (Structural and Non-Structural): 40%<br>Hourly Plan Review: $140 Non-Structural Review<br>$160 Structural Review | Fee Includes:<br>➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.<br>➢ Shipping, courier, and electronic service. |

**Building & Fire**

| | |
|---|---|
| Permit Manager | $120/hour |
| Senior Permit Technician | $100/hour |
| Permit Technician | $90/hour |
| Clerk/Administrator | $80/hour |
| Chief Building Official | $170/hour |
| Senior Combination Building Inspector (Building Inspector III) | $135/hour |
| Commercial Building Inspector (Building Inspector II) | $115/hour |
| Residential Building Inspector (Building Inspector I) | $98/hour |
| Civil Plan Review (Grading, Improvement Plans) | $170/hour |
| Structural Plan Review Engineer | $160/hour |
| Non-Structural Plans Examiner | $140/hour |
| Fire Prevention Officer | $155/hour |
| Fire Protection Engineer (FPE) | $205/hour |
| Fire Plans Examiner | $145/hour |
| Fire Inspector II | $125/hour |
| Fire Inspector I | $115/hour |
| Inspector of Record | $160/hour |
| Public Works Inspector | $155/hour |
| DSA Class 1 / OSHPD A Inspector | $155/hour |
| DSA Class 2 / OSHPD B Inspector | $115/hour |
| DSA Class 3 / OSHPD C Inspector | $105/hour |
| Certified Access Specialist (CASp) | $170/hour |
| GoFormz Software | $50/user monthly |
| Hourly overtime charge per Inspector | 1.5 x hourly rate |
| Mileage (for inspections performed within the City) | IRS Rate + 20% |

## Code Enforcement

| | |
|---|---|
| Project Manager | $180/hour |
| Director of Code Enforcement | $170/hour |
| Senior Code Enforcement Officer | $125/hour |
| Code Enforcement Officer | $105/hour |
| Administrative Support | $80/hour |

## Planning

| | |
|---|---|
| Principal-in-Charge | $275/hour |
| Housing Policy Director | $220/hour |
| Planning Director | $200/hour |
| Principal/Planning Manager | $170/hour |
| Senior Planner | $155/hour |
| Associate Planner | $135/hour |
| Assistant Planner | $110/hour |
| Senior Planning Technician | $100/hour |
| Planning Technician | $90/hour |

## BASIS OF CHARGES – BUILDING & FIRE

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with discounted pricing when applicable.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2024-2025 and 2025-2026 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*

## EXHIBIT B

## INSURANCE REQUIREMENTS

**Minimum Scope and Limits of Insurance**

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   **$2,000,000** per occurrence/**$4,000,000** 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. Professional Liability/ Cyber Liability/Errors and Omissions:
   **$2,000,000** per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

**Deductibles and Self-Insured Retention**

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

**Acceptability of Insurers**

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

**Other Insurance Provisions**

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

**Verification of Coverage**

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.8**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Scott Lanphier, Public Works Director

**SUBJECT:** Resolution of Intention to Levy Annual Assessments for the Landscape Maintenance Districts for Fiscal Year 2022-23, preliminary approval of the Annual Engineer's Report, and establishing a public hearing date for the Annual Levy of Assessments

## RECOMMENDED ACTION

Staff recommends the City Council:

1. Preliminarily approve the Consolidated Annual Engineer's Report for all Landscape Maintenance Districts.
2. Adopt a Resolution of Intention to:
   a. levy and collect annual landscape maintenance assessments for all districts formed under the Landscaping and Lighting Act of 1972; and
   b. establish a Public Hearing for June 27, 2022 for the levy of assessments.

## SUMMARY

In order to levy and collect annual assessments for landscape maintenance districts under the Landscape and Lighting Act of 1972, the City must follow certain legal procedures. The initial procedures consist of passing a resolution of intention to levy and collect assessments and approving the annual engineer’s report.

## DISCUSSION

A consolidated Engineer’s Report has been prepared for the City’s 92 districts for Fiscal Year 2022-23 in accordance with the requirements of the Landscape and Lighting Act of 1972. The districts are Maintenance District No. LL-1: Annexation Nos. 1989-1, 1989-2, 1989-4, 1990-1, 1990-2; Maintenance District No. LL-2; Annexation Nos. 1992-0, 1992-1, 1993-1, 1993-2, 1994 1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8, 1995 1, 1995-2, 1995-3, 1995-4, 1995 6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996 6, 1996-7, 1996-8, 1996-9, 1997-2, 1997 3, 1997-4,1997-5; and Maintenance District Nos. LL-801, LL-802, LL-803, LL-804, LL 805, LL 806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL 822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL 833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-

842, LL-843, LL 844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL 854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861 LL-862, and LL-863. This report includes estimates of expenditures and revenues for Fiscal Year 2020-21.

Fiscal Year 2022-23 Assessments

There are currently 92 Landscape Maintenance Districts within the City. Of the 92 districts, 58 operate under the Enduring Cap Policy, which allows an annual adjustment to the maximum allowable assessment based on the Consumer Price Index (CPI), plus one percent. There are also 30 districts that operate under the Maximum Cap Policy which allows an annual adjustment to the maximum allowable assessment based on the CPI. The remaining four districts were formed prior to Proposition 218 and their maximum allowable assessments are determined by the assessment level that was in place at the time Proposition 218 was implemented, plus an annual adjustment based on the CPI. The CPI used to determine annual adjustments is the index for the San Francisco Bay Area for all urban consumers (CPI-U) and is currently 5.2%.

Staff developed expenditure budgets for all districts based on the anticipated maintenance needs for Fiscal Year 2022-23. District assessments have been proposed based on sustainability (revenues meeting expenses) and on avoidance of volatile assessment adjustments. Attachment 1 shows the comparison of proposed FY 2022-23 assessments with existing FY 2021-22 assessments for all districts except the downtown maintenance district. Attachment 2 compares existing and proposed assessments for the downtown district. The proposed assessments are all within the existing cap formulas.

Downtown Landscape Maintenance District, LL-859

Assessments for the DTLMD were originally based on estimated maintenance costs, and anticipated timing of Downtown improvements and development. Fiscal Year 2022-23 assessments are based on actual prior year costs for maintenance services, actual development in place and actual improvements constructed, in addition to anticipated maintenance costs for new improvements.

Staff is requesting that the Council hold a public hearing and determine if a majority protest exists. If a majority protest exists, the new assessment levels and formulas will not be enacted. If a majority protest does not exist, the City Council may proceed with the levy of higher assessments. All LMD assessments for the upcoming fiscal year will be levied at the June 27, 2022, City Council meeting.

## FISCAL AND ADMINISTRATIVE IMPACTS

Property owners within each maintenance district pay assessments to cover the cost of landscape maintenance, utilities, operation, and maintenance of equipment. Maintenance operations are performed by staff, supplemented by private contractors under the direction of staff.

Projected maintenance costs for all districts, except the Downtown Landscape Maintenance District, for Fiscal Year 2022-23, is estimated at approximately $2.8 million. Projected revenue from all districts, except the Downtown Landscape Maintenance District, is estimated at approximately $3.5 million. The additional revenue funds collected of approximately $600,000 will be utilized for asset replacement.

The Downtown Landscape Maintenance District has projected maintenance costs of approximately $701,391 in Fiscal Year 2022-23. Projected revenue for the Downtown Landscape Maintenance District is about $433,945. The total cost for maintaining the improvements in the Downtown includes a general benefit to the public of approximately $138,868 which the city pays directly. Additionally, the City's

General Fund will also make a supplemental contribution of $128,578 because entitlements for certain properties have expired and the maximum allowable assessments have already been levied against the parcels benefitting from the various improvements.

**ATTACHMENTS**

1. Proposed Assessments for Landscape Maintenance Districts for Fiscal Year 2022-23
2. Proposed Assessments for Downtown Landscape Maintenance District, LL-859 for Fiscal Year 2022-23
3. Consolidated Engineer's Report
4. Resolution

Prepared by: Joe Prime
Public Works Supervisor

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

**Proposed Assessments for Landscape Maintenance Districts Fiscal Year 2021-2022**
**Districts with Enduring Caps**

**ATTACHMENT 1**

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 801 | Mt. Day | 585.50 | 565.65 | 585.50 |
| 802 | Lomitas/Ryan | 126.57 | 122.28 | 126.57 |
| 803 | Ridgecrest | 909.88 | 879.04 | 909.88 |
| 804 | Sonterra | 786.81 | 465.61 | 464.57 |
| 806 | Saddleback | 475.00 | 458.90 | 475.00 |
| 807 | Altamar | 545.95 | 434.30 | 416.68 |
| 808 | Meadows | 657.96 | 466.97 | 510.05 |
| 810 | Contractor's Place T-7090 | 751.22 | 725.75 | 725.75 |
| 811 | Altamont #2 | 636.12 | 554.68 | 578.08 |
| 814 | Maralisa II | 209.97 | 202.85 | 209.97 |
| 823 | Dunsmuir | 1,251.98 | 710.46 | 710.46 |
| 833 | Creekside | 349.61 | 282.87 | 277.98 |
| 845 | Alden Lane Estates | 972.24 | 828.61 | 869.62 |
| 846 | Rosegate | 472.46 | 155.33 | 143.45 |
| 847 | Creekside Villas | 164.40 | 42.88 | 40.99 |
| 848 | Scenic 7 Hills | 1,274.93 | 740.00 | 1078.05 |
| 849 | Habitat for Humanity | 631.25 | 324.31 | 324.31 |
| 851 | L St. Traffic Calming | 271.77 | 38.68 | 38.08 |
| 852 | Vineyard Gate 2 | 3,097.09 | 1,427.00 | 1,422.92 |
| 854 | Northbrook Homes-The Grove | 1,672.43 | 1,102.69 | 1,179.10 |
| 855 | Oaks Business Park | 2,607.73 | 595.13 | 595.13 |
| 857 | Shea Center | 502.22 | 101.43 | 95.67 |
| 858 | Arroyo Crossings | 1,613.00 | 301.28 | 318.82 |
| 860 | Orchid Place | 4,330.17 | 1,685.89 | 1,685.89 |
| 861 | Kohls | 2,490.78 | 764.46 | 764.46 |
| 862 | Magnolia Place | 535.87 | 186.76 | 160.29 |
| 863 | The Vines | 630.52 | 354.89 | 354.89 |
| 1989-1 | Autumn Valley | 224.97 | 217.35 | 224.97 |
| 1989-2 | Stratford | 460.08 | 366.42 | 366.42 |
| 1989-4 | Amber Ridge | 495.85 | 479.04 | 495.85 |
| 1990-2 | Monticello | 508.77 | 491.53 | 508.77 |
| 1992-0 | Portola Glen | 1013.46 | 857.12 | 1012.13 |
| 1992-1 | Scenic Arroyo Estates | 282.42 | 223.20 | 223.20 |
| 1994-1 | Danbury | 212.19 | 204.99 | 212.19 |
| 1994-2 | Portola Meadows | 287.08 | 277.35 | 247.23 |
| 1994-3 | California Promenade I | 403.89 | 380.68 | 352.80 |
| 1994-4 | Windmill Springs | 173.08 | 165.02 | 154.65 |
| 1994-6 | California Nugget I | 820.96 | 793.13 | 820.96 |
| 1994-7 | Rincon Estates | 73.36 | 70.88 | 62.97 |
| 1994-8 | Hallmark Collection | 160.65 | 153.37 | 142.61 |
| 1995-1 | Orchard Business Park | 223.88 | 216.29 | 216.29 |
| 1995-2 | Sandhurst | 249.00 | 177.07 | 177.07 |
| 1995-4 | Airport Business # 1 | 2,102.30 | 919.00 | 919.00 |

**Proposed Assessments for Landscape Maintenance Districts Fiscal Year 2021-2022**
**Districts with Enduring Caps**

**ATTACHMENT 1**

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 1995-6 | Alden Estates | 602.32 | 581.91 | 602.32 |
| 1995-7 | Scenic Links | 262.15 | 153.52 | 137.30 |
| 1996-1 | Portola Collection | 462.18 | 346.80 | 346.80 |
| 1996-2 | Altamont #1 | 833.56 | 274.13 | 318.17 |
| 1996-3 | Beck - Concannon Blvd/Murdell Lane | 682.81 | 659.67 | 682.81 |
| 1996-5 | Sterling Reserve 1 | 356.05 | 325.85 | 306.61 |
| 1996-6 | Sterling Reserve 2 | 349.59 | 337.74 | 349.59 |
| 1996-7 | Devon Place T-6801 | 1,547.11 | 1,158.00 | 1,252.62 |
| 1996-8 | Maralisa I | 314.87 | 304.20 | 314.87 |
| 1996-9 | California Ranch | 143.69 | 138.82 | 143.69 |
| 1997-2 | California Mountain View - 1 | 115.28 | 111.37 | 110.75 |
| 1997-3 | California Mountain View - 2 | 102.93 | 93.34 | 89.56 |
| 1997-4 | National Drive | 103.31 | 79.24 | 70.66 |
| 1997-5 | Dover | 667.18 | 466.47 | 443.41 |

**Proposed Assessments for Landscape Maintenance Districts**
**Fiscal Year 2022-23**
**Districts with Maximum Caps**

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 805 | The Greens, Tournament | 1,070.39 | 589.92 | 504.71 |
| 809 | Capistrano | 464.16 | 69.89 | 62.68 |
| 813 | Vintage Collection | 1,424.63 | 1132.43 | 1,118.32 |
| 815 | Bluffs | 580.33 | 560.47 | 580.33 |
| 817 | Lomitas/Evans | 1,507.52 | 839.00 | 966.11 |
| 818 | Airport Business Park Site #2 | 2,259.81 | 1,675.78 | 1,665.92 |
| 819 | Vintner Place | 1,642.74 | 760.00 | 885.05 |
| 820 | Arroyo Road/Lomitas Avenue | 2,235.33 | 1,175.00 | 1,279.97 |
| 821 | Shea Business Center | 477.98 | 198.65 | 241.85 |
| 822 | Prima | 299.81 | 289.55 | 299.81 |
| 824 | Vintner Estates | 2,342.25 | 1137.07 | 1,104.28 |
| 826 | Park Lane | 533.48 | 515.22 | 533.48 |
| 827 | Kristopher Ranch | 604.03 | 345.41 | 382.84 |
| 828 | Scenic Meadows | 262.89 | 83.01 | 108.42 |
| 829 | Larry's Place | 2,980.88 | 1020.00 | 1,969.46 |
| 830 | Vinsanto | 524.19 | 260.40 | 254.04 |
| 831 | Sevillano | 1,039.49 | 1003.92 | 1,039.49 |
| 832 | California Nugget II | 661.28 | 638.65 | 661.28 |
| 835 | Ashford Renaissance | 1,872.88 | 1164.29 | 1,111.71 |
| 836 | Legacy | 3,526.81 | 1,430.00 | 1,557.45 |
| 837 | Los Olivos | 1,113.48 | 1,075.38 | 1,113.48 |
| 838 | Ponderosa - Legacy | 1,502.88 | 1211.96 | 1,066.97 |
| 839 | Reserves | 269.11 | 259.90 | 269.11 |
| 840 | Birchwood | 470.97 | 199.53 | 192.26 |
| 841 | Vineyard Gates I | 971.05 | 937.82 | 971.05 |
| 842 | Lennox | 2,983.87 | 841.17 | 871.57 |
| 843 | Parkside Tiffany Collection | 2,135.98 | 1,655.00 | 2,067.61 |
| 844 | Cornerstone | 282.04 | 272.39 | 282.04 |
| 850 | Arroyo Plaza II | 995.30 | 408.82 | 408.82 |
| 853 | Ladera Estates | 4,111.32 | 1,950.00 | 2,040.03 |

**Proposed Assessments for Landscape Maintenance Districts**
**Fiscal Year 2022-23**
**Pre-Proposition 218 Districts**

| District Number | District Name | Maximum Assessment FY 2022-23 ($) | Budgeted Assessment FY 2021-22 ($) | Budgeted Assessment FY 2022-23 ($) |
|---|---|---|---|---|
| 1990-1 | Silver Oaks | 341.37 | 329.69 | 341.37 |
| 1993-1 | Tapestry | 394.82 | 381.30 | 394.82 |
| 1993-2 | Walmart | 96.32 | 42.85 | 40.38 |
| 1995-3 | Jack London Place | 127.50 | 123.14 | 127.50 |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0001-009-00 | COM | A1 | 2 | 66.260 | 3,791 | $2,953.08 | $1,495.81 | $158.30 | $9.30 | $4,616.49 | $2,953.08 | $1,495.81 | $59.66 | $0.00 | $4,508.54 | 2226 1ST ST |
| 097 -0001-010-00 | COM | A1 | 2 | 17.740 | 1,998 | $790.64 | $788.35 | $83.43 | $4.90 | $1,667.32 | $790.64 | $788.35 | $31.44 | $0.00 | $1,610.42 | 2206 1ST ST |
| 097 -0001-011-00 | COM | A1 | 2 | 25.000 | 2,600 | $1,114.20 | $1,025.88 | $108.57 | $6.38 | $2,255.03 | $1,114.20 | $1,025.88 | $40.92 | $0.00 | $2,181.00 | 2200 1ST ST |
| 097 -0001-012-00 | COM | A1 | 2 | 25.860 | 2,500 | $1,152.53 | $986.42 | $104.39 | $6.13 | $2,249.47 | $1,152.53 | $986.42 | $39.34 | $0.00 | $2,178.28 | 2196 1ST ST |
| 097 -0001-013-00 | COM | A1 | 2 | 25.000 | 2,600 | $1,114.20 | $1,025.88 | $108.57 | $6.38 | $2,255.03 | $1,114.20 | $1,025.88 | $40.92 | $0.00 | $2,181.00 | 2190 1ST ST |
| 097 -0001-014-00 | COM | A1 | 2 | 60.000 | 8,120 | $2,674.08 | $3,203.89 | $339.07 | $19.92 | $6,236.96 | $2,674.08 | $3,203.89 | $127.79 | $0.00 | $6,005.76 | 2184 1ST ST |
| 097 -0001-015-00 | COM | A1 | 2 | 105.990 | 4,249 | $4,723.76 | $1,676.52 | $177.43 | $10.42 | $6,588.13 | $4,723.76 | $1,676.52 | $66.87 | $0.00 | $6,467.14 | 2136 1ST ST |
| 097 -0001-016-00 | COM | A1 | 2 | 23.300 | 1,918 | $1,038.43 | $756.78 | $80.09 | $4.70 | $1,880.00 | $1,038.43 | $756.78 | $30.18 | $0.00 | $1,825.38 | 2118 1ST ST |
| 097 -0001-017-00 | COM | A1 | 2 | 56.000 | 6,608 | $2,495.81 | $2,607.31 | $275.93 | $16.21 | $5,395.26 | $2,495.81 | $2,607.31 | $103.99 | $0.00 | $5,207.10 | 2112 1ST ST |
| 097 -0001-018-00 | COM | A1 | 2 | 27.000 | 1,300 | $1,203.34 | $512.94 | $54.28 | $3.19 | $1,773.75 | $1,203.34 | $512.94 | $20.46 | $0.00 | $1,736.74 | 2086 1ST ST |
| 097 -0001-020-00 | COM | A1 | 2 | 26.000 | 1,320 | $1,158.77 | $520.83 | $55.12 | $3.24 | $1,737.96 | $1,158.77 | $520.83 | $20.77 | $0.00 | $1,700.36 | 2080 1ST ST |
| 097 -0001-022-02 | VCOM | A1 | 2 | 20.500 | 0 | $913.64 | $0.00 | $0.00 | $0.00 | $913.64 | $913.64 | $0.00 | $0.00 | $0.00 | $913.64 | 2038 1ST ST |
| 097 -0001-023-00 | COM | A1 | 2 | 50.000 | 3,447 | $2,228.40 | $1,360.08 | $143.94 | $8.46 | $3,740.88 | $2,228.40 | $1,360.08 | $54.25 | $0.00 | $3,642.72 | 2032 1ST ST |
| 097 -0001-024-01 | COM | A1 | 2 | 100.000 | 1,620 | $4,456.80 | $639.20 | $67.65 | $3.97 | $5,167.62 | $4,456.80 | $639.20 | $25.50 | $0.00 | $5,121.50 | 2008 1ST ST |
| 097 -0001-030-02 | COM | A1 | 2 | 31.500 | 1,320 | $1,403.89 | $520.83 | $55.12 | $3.24 | $1,983.08 | $1,403.89 | $520.83 | $20.77 | $0.00 | $1,945.48 | 2044 1ST ST |
| 097 -0001-033-00 | COM | A1 | 2 | 0.000 | 21,976 | $0.00 | $8,671.03 | $917.65 | $53.91 | $9,642.59 | $0.00 | $8,671.03 | $345.85 | $0.00 | $9,016.88 | 43 S LIVERMORE AVE |
| 097 -0001-034-00 | COM | A1 | 2 | 24.000 | 2,556 | $1,069.63 | $1,008.52 | $106.73 | $6.27 | $2,191.15 | $1,069.63 | $1,008.52 | $40.23 | $0.00 | $2,118.38 | 2056 1ST ST |
| 097 -0001-035-00 | COM | A1 | 2 | 36.000 | 5,212 | $1,604.45 | $2,056.49 | $217.64 | $12.79 | $3,891.37 | $1,604.45 | $2,056.49 | $82.02 | $0.00 | $3,742.96 | 2062 1ST ST |
| 097 -0004-001-02 | COM | B1 | 2 | 175.000 | 11,700 | $937.65 | $1,386.06 | $488.56 | $28.70 | $2,840.97 | $57.32 | $84.73 | $184.13 | $0.00 | $326.18 | 1870 1ST ST |
| 097 -0004-002-02 | IND | B1 | 2 | 125.000 | 18,566 | $669.75 | $2,199.46 | $775.26 | $45.54 | $3,690.01 | $40.94 | $134.45 | $292.19 | $0.00 | $467.58 | 1814 1ST ST |
| 097 -0005-001-10 | COM | B1 | 2 | 85.000 | 7,200 | $455.43 | $852.96 | $300.65 | $17.66 | $1,626.70 | $27.84 | $52.14 | $113.31 | $0.00 | $193.28 | 1790 1ST ST |
| 097 -0005-001-11 | COM | B1 | 2 | 189.900 | 15,844 | $1,017.48 | $1,876.99 | $661.60 | $38.87 | $3,594.94 | $62.20 | $114.74 | $249.35 | $0.00 | $426.28 | 1764 1ST ST |
| 097 -0005-001-12 | COM | B1 | 2 | 25.500 | 13,058 | $136.63 | $1,546.94 | $545.26 | $32.03 | $2,260.86 | $8.35 | $94.56 | $205.50 | $0.00 | $308.40 | 1722 1ST ST |
| 097 -0008-001-00 | COM | B1 | 2 | 100.000 | 1,875 | $535.80 | $222.13 | $78.29 | $4.60 | $840.82 | $32.75 | $13.58 | $29.51 | $0.00 | $75.84 | 1593 1ST ST |
| 097 -0008-002-00 | COM | B1 | 2 | 0.000 | 1,087 | $0.00 | $128.77 | $45.39 | $2.67 | $176.83 | $0.00 | $7.87 | $17.11 | $0.00 | $24.98 | 1576 2ND ST |
| 097 -0008-003-00 | SFR | B1 | 2 | 0.000 | 832 | $0.00 | $98.56 | $199.68 | $11.73 | $309.97 | $0.00 | $6.03 | $75.26 | $0.00 | $81.28 | 1562 2ND ST |
| 097 -0008-004-00 | COM | B1 | 2 | 100.000 | 10,080 | $535.80 | $1,194.15 | $420.91 | $24.73 | $2,175.59 | $32.75 | $73.00 | $158.64 | $0.00 | $264.38 | 1548 2ND ST |
| 097 -0008-005-00 | COM | B1 | 2 | 100.000 | 2,001 | $535.80 | $237.05 | $83.56 | $4.91 | $861.32 | $32.75 | $14.49 | $31.49 | $0.00 | $78.72 | 1543 1ST ST |
| 097 -0009-001-00 | COM | B1 | 2 | 100.000 | 1,032 | $535.80 | $122.26 | $43.09 | $2.53 | $703.68 | $32.75 | $7.47 | $16.24 | $0.00 | $56.46 | 1679 1ST ST |
| 097 -0009-003-05 | MFR | B1 | 2 | 0.000 | 1,675 | $0.00 | $198.43 | $402.00 | $23.62 | $624.05 | $0.00 | $12.13 | $151.51 | $0.00 | $163.64 | 1624 2ND ST |
| 097 -0009-003-06 | MFR | B1 | 2 | 0.000 | 1,675 | $0.00 | $198.43 | $402.00 | $23.62 | $624.05 | $0.00 | $12.13 | $151.51 | $0.00 | $163.64 | 1642 2ND ST |
| 097 -0009-003-07 | COM | B1 | 2 | 100.000 | 1,050 | $535.80 | $124.39 | $43.84 | $2.58 | $706.61 | $32.75 | $7.60 | $16.52 | $0.00 | $56.86 | 1619 1ST ST |
| 097 -0009-003-08 | MFR | B1 | 2 | 0.000 | 2,052 | $0.00 | $243.09 | $492.48 | $28.93 | $764.50 | $0.00 | $14.86 | $185.61 | $0.00 | $200.46 | 1610 2ND ST |
| 097 -0009-005-01 | OFF | B1 | 2 | 100.000 | 1,350 | $535.80 | $159.93 | $80.61 | $4.74 | $781.08 | $32.75 | $9.78 | $30.38 | $0.00 | $72.90 | 1643 1ST ST |
| 097 -0009-006-01 | OFF | B1 | 2 | 0.000 | 8,470 | $0.00 | $1,003.42 | $505.77 | $29.71 | $1,538.90 | $0.00 | $61.34 | $190.62 | $0.00 | $251.96 | 1686 2ND ST |
| 097 -0010-001-01 | COM | B1 | 2 | 150.000 | 1,500 | $803.70 | $177.70 | $62.64 | $3.68 | $1,047.72 | $49.13 | $10.86 | $23.61 | $0.00 | $83.60 | 1771 1ST ST |
| 097 -0010-002-03 | COM | B1 | 2 | 0.000 | 950 | $0.00 | $112.54 | $39.67 | $2.33 | $154.54 | $0.00 | $6.88 | $14.95 | $0.00 | $21.82 | 157 S N ST |
| 097 -0010-003-01 | SFR | B1 | 2 | 0.000 | 1,554 | $0.00 | $184.10 | $372.96 | $21.91 | $578.97 | $0.00 | $11.25 | $140.56 | $0.00 | $151.80 | 1742 2ND ST |
| 097 -0010-003-02 | SFR | B1 | 2 | 0.000 | 957 | $0.00 | $113.37 | $229.68 | $13.49 | $356.54 | $0.00 | $6.93 | $86.56 | $0.00 | $93.48 | 1730 2ND ST |
| 097 -0010-004-00 | SFR | B1 | 2 | 0.000 | 1,144 | $0.00 | $135.53 | $274.56 | $16.13 | $426.22 | $0.00 | $8.28 | $103.48 | $0.00 | $111.76 | 1716 2ND ST |
| 097 -0010-007-02 | COM | B1 | 2 | 150.000 | 1,595 | $803.70 | $188.95 | $66.60 | $3.91 | $1,063.16 | $49.13 | $11.55 | $25.10 | $0.00 | $85.78 | 1737 1ST ST |
| 097 -0010-008-05 | COM | B1 | 2 | 0.000 | 4,015 | $0.00 | $475.65 | $167.65 | $9.85 | $653.15 | $0.00 | $29.08 | $63.19 | $0.00 | $92.26 | 1700 2ND ST |
| 097 -0011-001-00 | COM | B1 | 2 | 50.000 | 4,061 | $267.90 | $481.09 | $169.58 | $9.96 | $928.53 | $16.38 | $29.41 | $63.91 | $0.00 | $109.70 | 1887 1ST ST |
| 097 -0011-004-00 | COM | B1 | 2 | 54.000 | 2,015 | $289.33 | $238.71 | $84.14 | $4.94 | $617.12 | $17.69 | $14.59 | $31.71 | $0.00 | $63.98 | 1845 1ST ST |
| 097 -0011-005-03 | COM | B1 | 2 | 92.050 | 1,472 | $493.20 | $174.38 | $61.47 | $3.61 | $732.66 | $30.15 | $10.66 | $23.17 | $0.00 | $63.98 | 1817 1ST ST |
| 097 -0011-006-00 | OFF | B1 | 2 | 104.000 | 9,596 | $557.23 | $1,136.81 | $573.01 | $33.66 | $2,300.71 | $34.06 | $69.49 | $215.96 | $0.00 | $319.50 | 1859 1ST ST |
| 097 -0011-007-00 | COM | B1 | 2 | 0.000 | 1,382 | $0.00 | $163.72 | $57.71 | $3.39 | $224.82 | $0.00 | $10.01 | $21.75 | $0.00 | $31.76 | 1859 1ST ST |
| 097 -0012-001-01 | COM | B1 | 2 | 150.000 | 10,800 | $803.70 | $1,279.44 | $450.98 | $26.49 | $2,560.61 | $49.13 | $78.21 | $169.97 | $0.00 | $297.30 | 1987 1ST ST |
| 097 -0012-001-02 | COM | B1 | 2 | 104.000 | 4,230 | $557.23 | $501.12 | $176.63 | $10.38 | $1,245.36 | $34.06 | $30.63 | $66.57 | $0.00 | $131.26 | 1931 1ST ST |
| 097 -0012-002-01 | COM | B1 | 2 | 0.000 | 5,770 | $0.00 | $683.55 | $240.94 | $14.15 | $938.64 | $0.00 | $41.78 | $90.81 | $0.00 | $132.58 | 153 S L ST |
| 097 -0012-003-03 | COM | B1 | 2 | 0.000 | 5,500 | $0.00 | $651.57 | $229.66 | $13.49 | $894.72 | $0.00 | $39.83 | $86.56 | $0.00 | $126.38 | 1986 2ND ST |
| 097 -0012-005-00 | COM | B1 | 2 | 46.000 | 6,900 | $246.47 | $817.42 | $288.12 | $16.93 | $1,368.94 | $15.07 | $49.97 | $108.59 | $0.00 | $173.62 | 1917 1ST ST |
| 097 -0013-001-00 | COM | A1 | 2 | 50.000 | 4,513 | $2,228.40 | $1,780.69 | $188.45 | $11.07 | $4,208.61 | $2,228.40 | $1,780.69 | $71.02 | $0.00 | $4,080.10 | 2083 1ST ST |
| 097 -0013-002-00 | COM | A1 | 2 | 0.000 | 3,164 | $0.00 | $1,248.41 | $132.12 | $7.76 | $1,388.29 | $0.00 | $1,248.41 | $49.79 | $0.00 | $1,298.20 | 2074 2ND ST |
| 097 -0013-003-00 | SFR | A1 | 2 | 0.000 | 3,724 | $0.00 | $1,469.37 | $893.76 | $52.50 | $2,415.63 | $0.00 | $1,469.37 | $336.85 | $0.00 | $1,806.22 | 2046 2ND ST |
| 097 -0013-005-00 | COM | A1 | 2 | 0.000 | 1,375 | $0.00 | $542.53 | $57.42 | $3.37 | $603.32 | $0.00 | $542.53 | $21.64 | $0.00 | $564.16 | 174 S L ST |
| 097 -0013-006-01 | COM | A1 | 2 | 100.080 | 4,185 | $4,460.37 | $1,651.27 | $174.75 | $10.27 | $6,296.66 | $4,460.37 | $1,651.27 | $65.86 | $0.00 | $6,177.50 | 2017 1ST ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0013-007-03 | COM | A1 | 2 | 49.920 | 7,150 | $2,224.83 | $2,821.16 | $298.56 | $17.54 | $5,362.09 | $2,224.83 | $2,821.16 | $112.52 | $0.00 | $5,158.50 | 2029 1ST ST |
| 097 -0013-008-00 | COM | A1 | 2 | 25.000 | 2,350 | $1,114.20 | $927.23 | $98.13 | $5.76 | $2,145.32 | $1,114.20 | $927.23 | $36.98 | $0.00 | $2,078.40 | 2041 1ST ST |
| 097 -0013-009-00 | VCOM | A1 | 2 | 25.000 | 0 | $1,114.20 | $0.00 | $0.00 | $0.00 | $1,114.20 | $1,114.20 | $0.00 | $0.00 | $0.00 | $1,114.20 | 2047 1ST ST |
| 097 -0013-010-00 | COM | A1 | 2 | 50.000 | 4,700 | $2,228.40 | $1,854.47 | $196.26 | $11.53 | $4,290.66 | $2,228.40 | $1,854.47 | $73.97 | $0.00 | $4,156.84 | 2059 1ST ST |
| 097 -0014-001-01 | COM | A1 | 2 | 50.120 | 4,550 | $2,233.75 | $1,795.28 | $189.99 | $11.16 | $4,230.18 | $2,233.75 | $1,795.28 | $71.61 | $0.00 | $4,100.64 | 2193 1ST ST |
| 097 -0014-002-00 | INST | A1 | 2 | 0.000 | 10,000 | $0.00 | $3,945.68 | $417.57 | $24.53 | $4,387.78 | $0.00 | $3,945.68 | $157.38 | $0.00 | $4,103.06 | 157 S J ST |
| 097 -0014-003-08 | COM | A1 | 2 | 49.880 | 4,650 | $2,223.05 | $1,834.74 | $194.17 | $11.41 | $4,263.37 | $2,223.05 | $1,834.74 | $73.18 | $0.00 | $4,130.96 | 2175 1ST ST |
| 097 -0014-004-03 | OFF | A1 | 2 | 69.000 | 2,072 | $3,075.19 | $817.54 | $123.73 | $7.27 | $4,023.73 | $3,075.19 | $817.54 | $46.63 | $0.00 | $3,939.36 | 2151 1ST ST |
| 097 -0014-005-02 | COM | A1 | 2 | 0.000 | 800 | $0.00 | $315.65 | $33.41 | $1.96 | $351.02 | $0.00 | $315.65 | $12.59 | $0.00 | $328.24 | 2152 2ND ST |
| 097 -0014-005-03 | COM | A1 | 2 | 31.000 | 4,512 | $1,381.61 | $1,780.29 | $188.41 | $11.07 | $3,361.38 | $1,381.61 | $1,780.29 | $71.01 | $0.00 | $3,232.90 | 2139 1ST ST |
| 097 -0014-005-05 | COM | A1 | 2 | 27.000 | 2,800 | $1,203.34 | $1,104.79 | $116.92 | $6.87 | $2,431.92 | $1,203.34 | $1,104.79 | $44.07 | $0.00 | $2,352.20 | 2133 1ST ST |
| 097 -0014-005-06 | COM | A1 | 2 | 23.000 | 3,180 | $1,025.06 | $1,254.73 | $132.79 | $7.80 | $2,420.38 | $1,025.06 | $1,254.73 | $50.05 | $0.00 | $2,329.84 | 2127 1ST ST |
| 097 -0014-006-01 | COM | A1 | 2 | 0.000 | 5,802 | $0.00 | $2,289.28 | $242.27 | $14.23 | $2,545.78 | $0.00 | $2,289.28 | $91.31 | $0.00 | $2,380.58 | 184 S K ST |
| 097 -0014-007-00 | COM | A1 | 2 | 25.000 | 1,750 | $1,114.20 | $690.49 | $73.07 | $4.29 | $1,882.05 | $1,114.20 | $690.49 | $27.54 | $0.00 | $1,832.22 | 2115 1ST ST |
| 097 -0014-008-02 | COM | A1 | 2 | 25.000 | 1,680 | $1,114.20 | $662.87 | $70.15 | $4.12 | $1,851.34 | $1,114.20 | $662.87 | $26.44 | $0.00 | $1,803.50 | 2121 1ST ST |
| 097 -0015-001-00 | INST | A1 | 2 | 40.770 | 13,772 | $1,817.04 | $5,433.99 | $575.08 | $33.78 | $7,859.89 | $1,817.04 | $5,433.99 | $216.74 | $0.00 | $7,467.76 | 2247 1ST ST |
| 097 -0015-002-00 | COM | A1 | 2 | 0.000 | 5,750 | $0.00 | $2,268.77 | $240.10 | $14.10 | $2,522.97 | $0.00 | $2,268.77 | $90.49 | $0.00 | $2,359.26 | 167 S LIVERMORE AVE |
| 097 -0015-004-01 | COM | A1 | 2 | 50.000 | 6,950 | $2,228.40 | $2,742.25 | $290.21 | $17.05 | $5,277.91 | $2,228.40 | $2,742.25 | $109.38 | $0.00 | $5,080.02 | 2235 1ST ST |
| 097 -0015-004-02 | COM | A1 | 2 | 0.000 | 11,440 | $0.00 | $4,513.86 | $477.70 | $28.06 | $5,019.62 | $0.00 | $4,513.86 | $180.04 | $0.00 | $4,693.90 | 2222 2ND ST |
| 097 -0015-005-01 | COM | A1 | 2 | 0.000 | 1,460 | $0.00 | $576.07 | $60.97 | $3.58 | $640.62 | $0.00 | $576.07 | $22.98 | $0.00 | $599.04 | 160 S J ST |
| 097 -0015-005-02 | COM | A1 | 2 | 0.000 | 3,200 | $0.00 | $1,262.62 | $133.62 | $7.85 | $1,404.09 | $0.00 | $1,262.62 | $50.36 | $0.00 | $1,312.98 | 190 S J ST |
| 097 -0015-006-00 | COM | A1 | 2 | 30.000 | 2,820 | $1,337.04 | $1,112.68 | $117.75 | $6.92 | $2,574.39 | $1,337.04 | $1,112.68 | $44.38 | $0.00 | $2,494.10 | 2205 1ST ST |
| 097 -0015-007-00 | COM | A1 | 2 | 20.000 | 1,880 | $891.36 | $741.79 | $78.50 | $4.61 | $1,716.26 | $891.36 | $741.79 | $29.59 | $0.00 | $1,662.74 | 2211 1ST ST |
| 097 -0015-009-00 | COM | A1 | 2 | 21.580 | 1,297 | $961.78 | $511.75 | $54.16 | $3.18 | $1,530.87 | $961.78 | $511.75 | $20.41 | $0.00 | $1,493.94 | 2241 1ST ST #B |
| 097 -0017-001-00 | COM | A2 | 2 | 0.000 | 1,689 | $0.00 | $0.00 | $70.53 | $4.14 | $74.67 | $0.00 | $0.00 | $26.58 | $0.00 | $26.58 | 283 S LIVERMORE AVE |
| 097 -0017-002-00 | COM | A2 | 2 | 0.000 | 8,354 | $0.00 | $0.00 | $348.84 | $20.49 | $369.33 | $0.00 | $0.00 | $131.47 | $0.00 | $131.46 | 2287 2ND ST |
| 097 -0017-004-00 | COM | A2 | 2 | 0.000 | 7,108 | $0.00 | $0.00 | $296.81 | $17.44 | $314.25 | $0.00 | $0.00 | $111.86 | $0.00 | $111.86 | 2287 2ND ST |
| 097 -0017-007-00 | SFR | A2 | 2 | 0.000 | 1,128 | $0.00 | $0.00 | $270.72 | $15.90 | $286.62 | $0.00 | $0.00 | $102.03 | $0.00 | $102.02 | 2224 3RD ST |
| 097 -0017-008-00 | SFR | A2 | 2 | 0.000 | 2,231 | $0.00 | $0.00 | $535.44 | $31.45 | $566.89 | $0.00 | $0.00 | $201.80 | $0.00 | $201.80 | 282 S J ST |
| 097 -0017-009-00 | SFR | A2 | 2 | 0.000 | 937 | $0.00 | $0.00 | $224.88 | $13.21 | $238.09 | $0.00 | $0.00 | $84.75 | $0.00 | $84.74 | 266 S J ST |
| 097 -0017-010-00 | COM | A2 | 2 | 0.000 | 5,000 | $0.00 | $0.00 | $208.79 | $12.27 | $221.06 | $0.00 | $0.00 | $78.69 | $0.00 | $78.68 | 2217 2ND ST |
| 097 -0017-011-02 | COM | A2 | 2 | 0.000 | 4,210 | $0.00 | $0.00 | $175.80 | $10.33 | $186.13 | $0.00 | $0.00 | $66.26 | $0.00 | $66.26 | 2247 2ND ST |
| 097 -0017-011-03 | COM | A2 | 2 | 0.000 | 1,539 | $0.00 | $0.00 | $64.26 | $3.78 | $68.04 | $0.00 | $0.00 | $24.22 | $0.00 | $24.22 | 2240 3RD ST |
| 097 -0018-001-00 | COM | A2 | 2 | 0.000 | 2,500 | $0.00 | $0.00 | $104.39 | $6.13 | $110.52 | $0.00 | $0.00 | $39.34 | $0.00 | $39.34 | 2163 2ND ST |
| 097 -0018-002-00 | COM | A2 | 2 | 0.000 | 4,658 | $0.00 | $0.00 | $194.50 | $11.43 | $205.93 | $0.00 | $0.00 | $73.31 | $0.00 | $73.30 | 2180 3RD ST |
| 097 -0018-010-02 | COM | A2 | 2 | 0.000 | 11,523 | $0.00 | $0.00 | $481.17 | $28.27 | $509.44 | $0.00 | $0.00 | $181.35 | $0.00 | $181.34 | 2125 2ND ST |
| 097 -0019-002-01 | COM | A2 | 2 | 0.000 | 4,256 | $0.00 | $0.00 | $177.72 | $10.44 | $188.16 | $0.00 | $0.00 | $66.98 | $0.00 | $66.98 | 275 S K ST |
| 097 -0019-004-01 | COM | A2 | 2 | 0.000 | 1,184 | $0.00 | $0.00 | $49.44 | $2.90 | $52.34 | $0.00 | $0.00 | $18.63 | $0.00 | $18.62 | 282 S L ST |
| 097 -0019-005-00 | COM | A2 | 2 | 0.000 | 5,129 | $0.00 | $0.00 | $214.17 | $12.58 | $226.75 | $0.00 | $0.00 | $80.72 | $0.00 | $80.72 | 202 S L ST |
| 097 -0019-008-01 | COM | A2 | 2 | 0.000 | 7,818 | $0.00 | $0.00 | $326.46 | $19.18 | $345.64 | $0.00 | $0.00 | $123.04 | $0.00 | $123.04 | 235 S K ST |
| 097 -0020-007-04 | COM | B2 | 2 | 0.000 | 41,525 | $0.00 | $0.00 | $1,733.96 | $101.86 | $1,835.82 | $0.00 | $0.00 | $653.51 | $0.00 | $653.50 | 1951 2ND ST |
| 097 -0021-003-01 | COM | B2 | 2 | 0.000 | 10,000 | $0.00 | $0.00 | $417.57 | $24.53 | $442.10 | $0.00 | $0.00 | $157.38 | $0.00 | $157.38 | 287 S M ST |
| 097 -0021-004-01 | SFR | B2 | 2 | 0.000 | 1,234 | $0.00 | $0.00 | $296.16 | $17.40 | $313.56 | $0.00 | $0.00 | $111.62 | $0.00 | $111.62 | 1856 3RD ST |
| 097 -0021-004-02 | SFR | B2 | 2 | 0.000 | 1,024 | $0.00 | $0.00 | $245.76 | $14.44 | $260.20 | $0.00 | $0.00 | $92.62 | $0.00 | $92.62 | 1842 3RD ST |
| 097 -0021-005-00 | SFR | B2 | 2 | 0.000 | 1,040 | $0.00 | $0.00 | $249.60 | $14.66 | $264.26 | $0.00 | $0.00 | $94.07 | $0.00 | $94.06 | 1828 3RD ST |
| 097 -0021-006-00 | SFR | B2 | 2 | 0.000 | 1,316 | $0.00 | $0.00 | $315.84 | $18.55 | $334.39 | $0.00 | $0.00 | $119.04 | $0.00 | $119.04 | 1814 3RD ST |
| 097 -0021-007-00 | COM | B2 | 2 | 0.000 | 1,832 | $0.00 | $0.00 | $76.50 | $4.49 | $80.99 | $0.00 | $0.00 | $28.83 | $0.00 | $28.82 | 1817 2ND ST |
| 097 -0022-001-00 | COM | B2 | 2 | 0.000 | 6,720 | $0.00 | $0.00 | $280.61 | $16.48 | $297.09 | $0.00 | $0.00 | $105.76 | $0.00 | $105.76 | 1783 2ND ST |
| 097 -0022-004-02 | OFF | B2 | 2 | 0.000 | 1,088 | $0.00 | $0.00 | $64.97 | $3.82 | $68.79 | $0.00 | $0.00 | $24.49 | $0.00 | $24.48 | 1713 2ND ST |
| 097 -0022-004-03 | SFR | B2 | 2 | 0.000 | 824 | $0.00 | $0.00 | $197.76 | $11.62 | $209.38 | $0.00 | $0.00 | $74.53 | $0.00 | $74.52 | 1727 2ND ST |
| 097 -0022-004-04 | SFR | B2 | 2 | 0.000 | 1,083 | $0.00 | $0.00 | $259.92 | $15.27 | $275.19 | $0.00 | $0.00 | $97.96 | $0.00 | $97.96 | 1741 2ND ST |
| 097 -0023-001-00 | SFR | B2 | 2 | 0.000 | 969 | $0.00 | $0.00 | $232.56 | $13.66 | $246.22 | $0.00 | $0.00 | $87.65 | $0.00 | $87.64 | 1683 2ND ST |
| 097 -0023-006-01 | MFR | B2 | 2 | 0.000 | 1,296 | $0.00 | $0.00 | $311.04 | $18.27 | $329.31 | $0.00 | $0.00 | $117.23 | $0.00 | $117.22 | 210 S P ST |
| 097 -0023-006-05 | OFF | B2 | 2 | 0.000 | 2,904 | $0.00 | $0.00 | $173.41 | $10.19 | $183.60 | $0.00 | $0.00 | $65.35 | $0.00 | $65.34 | 1617 2ND ST |
| 097 -0023-008-00 | SFR | B2 | 2 | 0.000 | 956 | $0.00 | $0.00 | $229.44 | $13.48 | $242.92 | $0.00 | $0.00 | $86.47 | $0.00 | $86.46 | 1667 2ND ST |
| 097 -0023-009-00 | SFR | B2 | 2 | 0.000 | 1,056 | $0.00 | $0.00 | $253.44 | $14.89 | $268.33 | $0.00 | $0.00 | $95.52 | $0.00 | $95.52 | 1651 2ND ST |
| 097 -0024-003-07 | SFR | B2 | 2 | 0.000 | 1,304 | $0.00 | $0.00 | $312.96 | $18.39 | $331.35 | $0.00 | $0.00 | $117.95 | $0.00 | $117.94 | 220 S Q ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0024-003-08 | SFR | B2 | 2 | 0.000 | 1,052 | $0.00 | $0.00 | $252.48 | $14.83 | $267.31 | $0.00 | $0.00 | $95.16 | $0.00 | $95.16 | 1529 2ND ST |
| 097 -0024-005-00 | MFR | B2 | 2 | 0.000 | 1,121 | $0.00 | $0.00 | $269.04 | $15.80 | $284.84 | $0.00 | $0.00 | $101.40 | $0.00 | $101.40 | 1565 2ND ST |
| 097 -0024-006-00 | MFR | B2 | 2 | 0.000 | 1,121 | $0.00 | $0.00 | $269.04 | $15.80 | $284.84 | $0.00 | $0.00 | $101.40 | $0.00 | $101.40 | 235 S P ST |
| 097 -0024-007-00 | MFR | B2 | 2 | 0.000 | 1,348 | $0.00 | $0.00 | $323.52 | $19.01 | $342.53 | $0.00 | $0.00 | $121.93 | $0.00 | $121.92 | 1561 2ND ST |
| 097 -0024-008-00 | MFR | B2 | 2 | 0.000 | 1,392 | $0.00 | $0.00 | $334.08 | $19.63 | $353.71 | $0.00 | $0.00 | $125.91 | $0.00 | $125.90 | 1557 2ND ST |
| 097 -0024-009-00 | MFR | B2 | 2 | 0.000 | 1,349 | $0.00 | $0.00 | $323.76 | $19.02 | $342.78 | $0.00 | $0.00 | $122.02 | $0.00 | $122.02 | 1553 2ND ST |
| 097 -0024-010-00 | MFR | B2 | 2 | 0.000 | 1,349 | $0.00 | $0.00 | $323.76 | $19.02 | $342.78 | $0.00 | $0.00 | $122.02 | $0.00 | $122.02 | 1549 2ND ST |
| 097 -0024-011-00 | MFR | B2 | 2 | 0.000 | 1,339 | $0.00 | $0.00 | $321.36 | $18.88 | $340.24 | $0.00 | $0.00 | $121.12 | $0.00 | $121.12 | 1545 2ND ST |
| 097 -0024-012-00 | MFR | B2 | 2 | 0.000 | 1,369 | $0.00 | $0.00 | $328.56 | $19.30 | $347.86 | $0.00 | $0.00 | $123.83 | $0.00 | $123.82 | 1541 2ND ST |
| 097 -0028-001-00 | MFR | B3 | 2 | 0.000 | 1,807 | $0.00 | $0.00 | $433.68 | $25.48 | $459.16 | $0.00 | $0.00 | $163.45 | $0.00 | $163.44 | 325 S M ST |
| 097 -0028-002-01 | COM | B3 | 2 | 0.000 | 2,400 | $0.00 | $0.00 | $100.22 | $5.89 | $106.11 | $0.00 | $0.00 | $37.77 | $0.00 | $37.76 | 381 S M ST |
| 097 -0028-002-02 | COM | B3 | 2 | 0.000 | 1,165 | $0.00 | $0.00 | $48.65 | $2.86 | $51.51 | $0.00 | $0.00 | $18.33 | $0.00 | $18.32 | 1858 4TH ST |
| 097 -0028-003-06 | COM | B3 | 2 | 0.000 | 6,412 | $0.00 | $0.00 | $267.75 | $15.73 | $283.48 | $0.00 | $0.00 | $100.91 | $0.00 | $100.90 | 1816 4TH ST |
| 097 -0028-004-01 | COM | B3 | 2 | 0.000 | 5,431 | $0.00 | $0.00 | $226.78 | $13.32 | $240.10 | $0.00 | $0.00 | $85.47 | $0.00 | $85.46 | 1840 4TH ST |
| 097 -0028-005-00 | SFR | B3 | 2 | 0.000 | 1,001 | $0.00 | $0.00 | $240.24 | $14.11 | $254.35 | $0.00 | $0.00 | $90.54 | $0.00 | $90.54 | 1853 3RD ST |
| 097 -0028-006-00 | SFR | B3 | 2 | 0.000 | 995 | $0.00 | $0.00 | $238.80 | $14.03 | $252.83 | $0.00 | $0.00 | $90.00 | $0.00 | $90.00 | 1869 3RD ST |
| 097 -0029-001-01 | COM | B3 | 2 | 0.000 | 7,750 | $0.00 | $0.00 | $323.62 | $19.01 | $342.63 | $0.00 | $0.00 | $121.97 | $0.00 | $121.96 | 325 S L ST |
| 097 -0029-002-00 | COM | B3 | 2 | 0.000 | 6,067 | $0.00 | $0.00 | $253.34 | $14.88 | $268.22 | $0.00 | $0.00 | $95.48 | $0.00 | $95.48 | 381 S L ST |
| 097 -0029-004-00 | COM | B3 | 2 | 0.000 | 1,760 | $0.00 | $0.00 | $73.49 | $4.32 | $77.81 | $0.00 | $0.00 | $27.70 | $0.00 | $27.70 | 1919 3RD ST |
| 097 -0030-001-02 | MFR | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $282.48 | $16.59 | $299.07 | $0.00 | $0.00 | $106.46 | $0.00 | $106.46 | 2073 3RD ST |
| 097 -0030-001-03 | OFF | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $70.28 | $4.13 | $74.41 | $0.00 | $0.00 | $26.49 | $0.00 | $26.48 | 2059 3RD ST |
| 097 -0030-001-04 | MFR | A2 | 2 | 0.000 | 1,700 | $0.00 | $0.00 | $408.00 | $23.97 | $431.97 | $0.00 | $0.00 | $153.77 | $0.00 | $153.76 | 2087 3RD ST |
| 097 -0030-001-05 | SFR | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $282.48 | $16.59 | $299.07 | $0.00 | $0.00 | $106.46 | $0.00 | $106.46 | 343 S K ST |
| 097 -0030-002-01 | COM | A2 | 2 | 0.000 | 2,044 | $0.00 | $0.00 | $85.35 | $5.01 | $90.36 | $0.00 | $0.00 | $32.17 | $0.00 | $32.16 | 2084 4TH ST |
| 097 -0030-002-02 | COM | A2 | 2 | 0.000 | 1,032 | $0.00 | $0.00 | $43.09 | $2.53 | $45.62 | $0.00 | $0.00 | $16.24 | $0.00 | $16.24 | 2052 4TH ST |
| 097 -0030-003-00 | SFR | A2 | 2 | 0.000 | 1,181 | $0.00 | $0.00 | $283.44 | $16.65 | $300.09 | $0.00 | $0.00 | $106.83 | $0.00 | $106.82 | 2038 4TH ST |
| 097 -0030-004-00 | COM | A2 | 2 | 0.000 | 1,928 | $0.00 | $0.00 | $80.51 | $4.73 | $85.24 | $0.00 | $0.00 | $30.34 | $0.00 | $30.34 | 2020 4TH ST |
| 097 -0030-007-01 | COM | A2 | 2 | 0.000 | 5,744 | $0.00 | $0.00 | $239.85 | $14.09 | $253.94 | $0.00 | $0.00 | $90.40 | $0.00 | $90.40 | 314 S L ST |
| 097 -0031-001-00 | PUB | A2 | 2 | 0.000 | 5,400 | $0.00 | $0.00 | $225.49 | $13.25 | $238.74 | $0.00 | $0.00 | $84.98 | $0.00 | $84.98 | 2155 3RD ST |
| 097 -0032-002-01 | OFF | A2 | 2 | 0.000 | 9,560 | $0.00 | $0.00 | $570.86 | $33.54 | $604.40 | $0.00 | $0.00 | $215.15 | $0.00 | $215.14 | 325 S I ST |
| 097 -0032-003-00 | SFR | A2 | 2 | 0.000 | 1,717 | $0.00 | $0.00 | $412.08 | $24.21 | $436.29 | $0.00 | $0.00 | $155.31 | $0.00 | $155.30 | 2254 4TH ST |
| 097 -0032-004-01 | MFR | A2 | 2 | 0.000 | 1,392 | $0.00 | $0.00 | $334.08 | $19.63 | $353.71 | $0.00 | $0.00 | $125.91 | $0.00 | $125.90 | 2238 4TH ST |
| 097 -0032-004-02 | COM | A2 | 2 | 0.000 | 3,298 | $0.00 | $0.00 | $137.71 | $8.09 | $145.80 | $0.00 | $0.00 | $51.90 | $0.00 | $51.90 | 2210 4TH ST |
| 097 -0032-005-00 | COM | A2 | 2 | 0.000 | 1,358 | $0.00 | $0.00 | $56.71 | $3.33 | $60.04 | $0.00 | $0.00 | $21.37 | $0.00 | $21.36 | 2207 3RD ST |
| 097 -0032-006-00 | COM | A2 | 2 | 0.000 | 1,648 | $0.00 | $0.00 | $68.82 | $4.04 | $72.86 | $0.00 | $0.00 | $25.94 | $0.00 | $25.94 | 2221 3RD ST |
| 097 -0032-007-00 | SFR | A2 | 2 | 0.000 | 1,335 | $0.00 | $0.00 | $320.40 | $18.82 | $339.22 | $0.00 | $0.00 | $120.75 | $0.00 | $120.74 | 2235 3RD ST |
| 097 -0032-008-00 | OFF | A2 | 2 | 0.000 | 2,480 | $0.00 | $0.00 | $148.09 | $8.70 | $156.79 | $0.00 | $0.00 | $55.81 | $0.00 | $55.80 | 2257 3RD ST |
| 097 -0033-001-03 | COM | A3 | 2 | 0.000 | 2,541 | $0.00 | $0.00 | $106.10 | $6.23 | $112.33 | $0.00 | $0.00 | $39.99 | $0.00 | $39.98 | 323 S LIVERMORE AVE |
| 097 -0033-002-00 | COM | A3 | 2 | 0.000 | 7,616 | $0.00 | $0.00 | $318.02 | $18.68 | $336.70 | $0.00 | $0.00 | $119.86 | $0.00 | $119.86 | 357 S LIVERMORE AVE |
| 097 -0035-001-02 | OFF | A2 | 2 | 0.000 | 1,576 | $0.00 | $0.00 | $94.11 | $5.53 | $99.64 | $0.00 | $0.00 | $35.47 | $0.00 | $35.46 | 2273 4TH ST |
| 097 -0035-006-00 | COM | A2 | 2 | 0.000 | 2,173 | $0.00 | $0.00 | $90.74 | $5.33 | $96.07 | $0.00 | $0.00 | $34.20 | $0.00 | $34.20 | 2205 4TH ST |
| 097 -0035-007-00 | SFR | A2 | 2 | 0.000 | 902 | $0.00 | $0.00 | $216.48 | $12.72 | $229.20 | $0.00 | $0.00 | $81.59 | $0.00 | $81.58 | 2235 4TH ST |
| 097 -0035-008-02 | COM | A2 | 2 | 0.000 | 1,096 | $0.00 | $0.00 | $45.77 | $2.69 | $48.46 | $0.00 | $0.00 | $17.25 | $0.00 | $17.24 | 2255 4TH ST |
| 097 -0036-001-03 | COM | A2 | 2 | 0.000 | 2,576 | $0.00 | $0.00 | $107.57 | $6.32 | $113.89 | $0.00 | $0.00 | $40.54 | $0.00 | $40.54 | 2181 4TH ST |
| 097 -0036-002-02 | COM | A2 | 2 | 0.000 | 1,870 | $0.00 | $0.00 | $78.09 | $4.59 | $82.68 | $0.00 | $0.00 | $29.43 | $0.00 | $29.42 | 487 S J ST |
| 097 -0036-003-00 | OFF | A2 | 2 | 0.000 | 1,590 | $0.00 | $0.00 | $94.94 | $5.58 | $100.52 | $0.00 | $0.00 | $35.78 | $0.00 | $35.78 | 2162 5TH ST |
| 097 -0036-004-00 | MFR | A2 | 2 | 0.000 | 1,776 | $0.00 | $0.00 | $426.24 | $25.04 | $451.28 | $0.00 | $0.00 | $160.64 | $0.00 | $160.64 | 2150 5TH ST |
| 097 -0036-005-00 | SFR | A2 | 2 | 0.000 | 1,850 | $0.00 | $0.00 | $444.00 | $26.08 | $470.08 | $0.00 | $0.00 | $167.34 | $0.00 | $167.34 | 486 S K ST |
| 097 -0036-007-00 | OFF | A2 | 2 | 0.000 | 2,153 | $0.00 | $0.00 | $128.56 | $7.55 | $136.11 | $0.00 | $0.00 | $48.45 | $0.00 | $48.44 | 2109 4TH ST |
| 097 -0036-008-00 | OFF | A2 | 2 | 0.000 | 3,646 | $0.00 | $0.00 | $217.71 | $12.79 | $230.50 | $0.00 | $0.00 | $82.05 | $0.00 | $82.04 | 2117 4TH ST |
| 097 -0036-009-00 | COM | A2 | 2 | 0.000 | 1,590 | $0.00 | $0.00 | $66.39 | $3.90 | $70.29 | $0.00 | $0.00 | $25.02 | $0.00 | $25.02 | 2157 4TH ST |
| 097 -0037-003-00 | SFR | A2 | 2 | 0.000 | 1,460 | $0.00 | $0.00 | $350.40 | $20.58 | $370.98 | $0.00 | $0.00 | $132.06 | $0.00 | $132.06 | 485 S K ST |
| 097 -0037-004-02 | CHRCH | A2 | 2 | 0.000 | 30,281 | $0.00 | $0.00 | $1,264.44 | $74.28 | $1,338.72 | $0.00 | $0.00 | $476.55 | $0.00 | $476.54 | 2020 5TH ST |
| 097 -0038-001-00 | OFF | B3 | 2 | 0.000 | 2,824 | $0.00 | $0.00 | $168.63 | $9.91 | $178.54 | $0.00 | $0.00 | $63.55 | $0.00 | $63.54 | 411 S L ST |
| 097 -0038-004-00 | COM | B3 | 2 | 0.000 | 2,212 | $0.00 | $0.00 | $92.37 | $5.43 | $97.80 | $0.00 | $0.00 | $34.81 | $0.00 | $34.80 | 1915 4TH ST |
| 097 -0038-005-00 | MFR | B3 | 2 | 0.000 | 3,424 | $0.00 | $0.00 | $821.76 | $48.27 | $870.03 | $0.00 | $0.00 | $309.71 | $0.00 | $309.70 | 1937 4TH ST |
| 097 -0039-010-00 | OFF | B3 | 2 | 0.000 | 6,805 | $0.00 | $0.00 | $406.35 | $23.87 | $430.22 | $0.00 | $0.00 | $153.15 | $0.00 | $153.14 | 1841 4TH ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0039-011-00 | OFF | B3 | 2 | 0.000 | 2,887 | $0.00 | $0.00 | $172.39 | $10.13 | $182.52 | $0.00 | $0.00 | $64.97 | $0.00 | $64.96 | 1813 4TH ST |
| 097 -0082-001-01 | COM | B1 | 2 | 150.000 | 5,900 | $803.70 | $698.96 | $246.37 | $14.47 | $1,763.50 | $49.13 | $42.73 | $92.85 | $0.00 | $184.70 | 1485 1ST ST |
| 097 -0082-002-00 | SFR | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $273.36 | $16.06 | $424.35 | $0.00 | $8.25 | $103.03 | $0.00 | $111.28 | 1494 2ND ST |
| 097 -0082-003-00 | SFR | B1 | 2 | 0.000 | 1,153 | $0.00 | $136.59 | $276.72 | $16.26 | $429.57 | $0.00 | $8.35 | $104.29 | $0.00 | $112.64 | 1478 2ND ST |
| 097 -0082-004-00 | SFR | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $273.36 | $16.06 | $424.35 | $0.00 | $8.25 | $103.03 | $0.00 | $111.28 | 1462 2ND ST |
| 097 -0082-005-00 | SFR | B1 | 2 | 0.000 | 1,490 | $0.00 | $176.52 | $357.60 | $21.01 | $555.13 | $0.00 | $10.79 | $134.78 | $0.00 | $145.56 | 1446 2ND ST |
| 097 -0082-006-00 | COM | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $47.56 | $2.79 | $185.28 | $0.00 | $8.25 | $17.93 | $0.00 | $26.18 | 1430 2ND ST |
| 097 -0082-007-07 | COM | B1 | 2 | 0.000 | 266 | $0.00 | $31.51 | $11.11 | $0.65 | $43.27 | $0.00 | $1.93 | $4.19 | $0.00 | $6.12 | 160 HOLMES ST |
| 097 -0082-007-08 | COM | B1 | 2 | 156.450 | 8,162 | $838.26 | $966.93 | $340.82 | $20.02 | $2,166.03 | $51.24 | $59.11 | $128.45 | $0.00 | $238.80 | 1421 1ST ST |
| 097 -0082-009-01 | COM | B1 | 2 | 150.120 | 3,278 | $804.34 | $388.33 | $136.88 | $8.04 | $1,337.59 | $49.17 | $23.74 | $51.59 | $0.00 | $124.50 | 1453 1ST ST |
| 097 -0107-001-00 | SFR | A3 | 2 | 0.000 | 893 | $0.00 | $0.00 | $214.32 | $12.59 | $226.91 | $0.00 | $0.00 | $80.77 | $0.00 | $80.76 | 2493 4TH ST |
| 097 -0107-008-00 | MFR | A3 | 2 | 0.000 | 4,164 | $0.00 | $0.00 | $999.36 | $58.71 | $1,058.07 | $0.00 | $0.00 | $376.65 | $0.00 | $376.64 | 454 S LIVERMORE AVE |
| 097 -0107-009-02 | SFR | A3 | 2 | 0.000 | 778 | $0.00 | $0.00 | $186.72 | $10.97 | $197.69 | $0.00 | $0.00 | $70.37 | $0.00 | $70.36 | 2475 4TH ST |
| 097 -0107-009-03 | SFR | A3 | 2 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $11.73 | $211.41 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 2417 4TH ST |
| 097 -0107-009-04 | SFR | A3 | 2 | 0.000 | 1,014 | $0.00 | $0.00 | $243.36 | $14.30 | $257.66 | $0.00 | $0.00 | $91.72 | $0.00 | $91.72 | 2439 4TH ST |
| 097 -0107-009-05 | SFR | A3 | 2 | 0.000 | 1,131 | $0.00 | $0.00 | $271.44 | $15.95 | $287.39 | $0.00 | $0.00 | $102.30 | $0.00 | $102.30 | 2455 4TH ST |
| 097 -0108-001-00 | MFR | A3 | 2 | 0.000 | 2,943 | $0.00 | $0.00 | $706.32 | $41.49 | $747.81 | $0.00 | $0.00 | $266.20 | $0.00 | $266.20 | 2389 3RD ST |
| 097 -0108-002-00 | SFR | A3 | 2 | 0.000 | 1,246 | $0.00 | $0.00 | $299.04 | $17.57 | $316.61 | $0.00 | $0.00 | $112.70 | $0.00 | $112.70 | 333 MCLEOD ST |
| 097 -0108-003-00 | MFR | A3 | 2 | 0.000 | 3,302 | $0.00 | $0.00 | $792.48 | $46.55 | $839.03 | $0.00 | $0.00 | $298.68 | $0.00 | $298.68 | 367 MCLEOD ST |
| 097 -0108-004-00 | MFR | A3 | 2 | 0.000 | 2,337 | $0.00 | $0.00 | $560.88 | $32.95 | $593.83 | $0.00 | $0.00 | $211.39 | $0.00 | $211.38 | 389 MCLEOD ST |
| 097 -0108-005-00 | COM | A3 | 2 | 0.000 | 4,479 | $0.00 | $0.00 | $187.03 | $10.99 | $198.02 | $0.00 | $0.00 | $70.49 | $0.00 | $70.48 | 392 S LIVERMORE AVE |
| 097 -0108-006-00 | COM | A3 | 2 | 0.000 | 3,492 | $0.00 | $0.00 | $145.82 | $8.57 | $154.39 | $0.00 | $0.00 | $54.96 | $0.00 | $54.96 | 358 S LIVERMORE AVE |
| 097 -0108-008-03 | COM | A3 | 2 | 0.000 | 4,845 | $0.00 | $0.00 | $202.31 | $11.88 | $214.19 | $0.00 | $0.00 | $76.25 | $0.00 | $76.24 | 2341 3RD ST |
| 097 -0108-010-01 | SFR | A3 | 2 | 0.000 | 2,052 | $0.00 | $0.00 | $492.48 | $28.93 | $521.41 | $0.00 | $0.00 | $185.61 | $0.00 | $185.60 | 2363 3RD ST |
| 097 -0108-012-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #100 |
| 097 -0108-013-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #102 |
| 097 -0108-014-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #104 |
| 097 -0108-015-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #106 |
| 097 -0108-016-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #108 |
| 097 -0108-017-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #110 |
| 097 -0108-018-00 | CON | A2 | 2 | 0.000 | 800 | $0.00 | $0.00 | $192.00 | $11.28 | $203.28 | $0.00 | $0.00 | $72.36 | $0.00 | $72.36 | 318 S LIVERMORE AVE #112 |
| 097 -0108-019-00 | CON | A2 | 2 | 0.000 | 1,219 | $0.00 | $0.00 | $292.56 | $17.19 | $309.75 | $0.00 | $0.00 | $110.26 | $0.00 | $110.26 | 318 S LIVERMORE AVE #214 |
| 097 -0109-001-00 | SFR | A2 | 2 | 0.000 | 1,660 | $0.00 | $0.00 | $398.40 | $23.40 | $421.80 | $0.00 | $0.00 | $150.15 | $0.00 | $150.14 | 209 MCLEOD ST |
| 097 -0109-003-00 | SFR | A2 | 2 | 0.000 | 1,342 | $0.00 | $0.00 | $322.08 | $18.92 | $341.00 | $0.00 | $0.00 | $121.39 | $0.00 | $121.38 | 253 MCLEOD ST |
| 097 -0109-004-00 | MFR | A2 | 2 | 0.000 | 2,324 | $0.00 | $0.00 | $557.76 | $32.77 | $590.53 | $0.00 | $0.00 | $210.21 | $0.00 | $210.20 | 277 MCLEOD ST |
| 097 -0109-005-00 | COM | A2 | 2 | 0.000 | 1,301 | $0.00 | $0.00 | $54.33 | $3.19 | $57.52 | $0.00 | $0.00 | $20.47 | $0.00 | $20.46 | 291 MCLEOD ST |
| 097 -0109-006-00 | COM | A2 | 2 | 0.000 | 1,329 | $0.00 | $0.00 | $55.50 | $3.26 | $58.76 | $0.00 | $0.00 | $20.92 | $0.00 | $20.92 | 286 S LIVERMORE AVE |
| 097 -0109-007-00 | COM | A2 | 2 | 0.000 | 2,250 | $0.00 | $0.00 | $93.95 | $5.52 | $99.47 | $0.00 | $0.00 | $35.41 | $0.00 | $35.40 | 254 S LIVERMORE AVE |
| 097 -0109-008-01 | COM | A2 | 2 | 0.000 | 15,000 | $0.00 | $0.00 | $626.36 | $36.80 | $663.16 | $0.00 | $0.00 | $236.07 | $0.00 | $236.06 | 2359 2ND ST |
| 097 -0109-010-00 | MFR | A2 | 2 | 0.000 | 2,104 | $0.00 | $0.00 | $504.96 | $29.66 | $534.62 | $0.00 | $0.00 | $190.31 | $0.00 | $190.30 | 2375 2ND ST |
| 097 -0110-001-01 | COM | A1 | 2 | 56.980 | 3,900 | $2,539.48 | $1,538.82 | $162.85 | $9.57 | $4,250.72 | $2,539.48 | $1,538.82 | $61.38 | $0.00 | $4,139.68 | 2339 1ST ST |
| 097 -0110-004-00 | COM | A1 | 2 | 0.000 | 4,500 | $0.00 | $1,775.56 | $187.91 | $11.04 | $1,974.51 | $0.00 | $1,775.56 | $70.82 | $0.00 | $1,846.38 | 152 S LIVERMORE AVE |
| 097 -0110-005-03 | PUB | A1 | 2 | 88.000 | 0 | $3,921.98 | $0.00 | $0.00 | $0.00 | $3,921.98 | $3,921.98 | $0.00 | $0.00 | $0.00 | $3,921.98 | 2259 1ST ST |
| 097 -0110-006-01 | COM | A1 | 2 | 57.050 | 2,500 | $2,542.60 | $986.42 | $104.39 | $6.13 | $3,639.54 | $2,542.60 | $986.42 | $39.34 | $0.00 | $3,568.36 | 2293 1ST ST |
| 097 -0110-009-03 | COM | A1 | 2 | 85.950 | 6,132 | $3,830.62 | $2,419.49 | $256.05 | $15.04 | $6,521.20 | $3,830.62 | $2,419.49 | $96.50 | $0.00 | $6,346.60 | 2327 1ST ST |
| 097 -0110-013-00 | COM | A1 | 2 | 0.000 | 4,691 | $0.00 | $1,850.92 | $195.88 | $11.51 | $2,058.31 | $0.00 | $1,850.92 | $73.83 | $0.00 | $1,924.74 | 2324 2ND ST |
| 097 -0110-014-00 | UTI | A1 | 2 | 0.000 | 22,680 | $0.00 | $8,948.80 | $947.05 | $55.63 | $9,951.48 | $0.00 | $8,948.80 | $356.93 | $0.00 | $9,305.72 | 2388 2ND ST |
| 097 -0112-003-00 | MFR | A1 | 2 | 0.000 | 2,104 | $0.00 | $830.17 | $504.96 | $29.66 | $1,364.79 | $0.00 | $830.17 | $190.31 | $0.00 | $1,020.48 | 2452 2ND ST |
| 097 -0112-004-00 | SFR | A1 | 2 | 0.000 | 1,288 | $0.00 | $508.20 | $309.12 | $18.16 | $835.48 | $0.00 | $508.20 | $116.50 | $0.00 | $624.70 | 2426 2ND ST |
| 097 -0112-005-00 | SFR | A1 | 2 | 0.000 | 1,403 | $0.00 | $553.58 | $336.72 | $19.78 | $910.08 | $0.00 | $553.58 | $126.91 | $0.00 | $680.48 | 2410 2ND ST |
| 097 -0112-006-01 | COM | A1 | 2 | 125.100 | 7,704 | $5,575.46 | $3,039.75 | $321.70 | $18.90 | $8,955.81 | $5,575.46 | $3,039.75 | $121.24 | $0.00 | $8,736.44 | 142 MCLEOD ST |
| 097 -0112-008-01 | COM | A1 | 2 | 50.080 | 4,250 | $2,231.97 | $1,676.91 | $177.47 | $10.43 | $4,096.78 | $2,231.97 | $1,676.91 | $66.89 | $0.00 | $3,975.76 | 2389 1ST ST |
| 097 -0112-010-01 | COM | A1 | 2 | 125.210 | 7,150 | $5,580.36 | $2,821.16 | $298.56 | $17.54 | $8,717.62 | $5,580.36 | $2,821.16 | $112.52 | $0.00 | $8,514.04 | 2491 1ST ST |
| 097 -0113-001-00 | MFR | A2 | 2 | 0.000 | 3,904 | $0.00 | $0.00 | $936.96 | $55.04 | $992.00 | $0.00 | $0.00 | $353.13 | $0.00 | $353.12 | 211 MAPLE ST |
| 097 -0113-006-00 | MFR | A2 | 2 | 0.000 | 2,144 | $0.00 | $0.00 | $514.56 | $30.23 | $544.79 | $0.00 | $0.00 | $193.93 | $0.00 | $193.92 | 244 MCLEOD ST |
| 097 -0113-007-03 | MFR | A2 | 2 | 0.000 | 3,008 | $0.00 | $0.00 | $721.92 | $42.41 | $764.33 | $0.00 | $0.00 | $272.08 | $0.00 | $272.08 | 222 MCLEOD ST |
| 097 -0113-008-01 | MFR | A2 | 2 | 0.000 | 2,040 | $0.00 | $0.00 | $489.60 | $28.76 | $518.36 | $0.00 | $0.00 | $184.52 | $0.00 | $184.52 | 2437 2ND ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0113-009-00 | MFR | A2 | 2 | 0.000 | 1,475 | $0.00 | $0.00 | $354.00 | $20.80 | $374.80 | $0.00 | $0.00 | $133.42 | $0.00 | $133.42 | 2453 2ND ST |
| 097 -0113-010-00 | SFR | A2 | 2 | 0.000 | 1,068 | $0.00 | $0.00 | $256.32 | $15.06 | $271.38 | $0.00 | $0.00 | $96.60 | $0.00 | $96.60 | 2471 2ND ST |
| 097 -0130-002-03 | OFF | C2 | 2 | 0.000 | 2,500 | $0.00 | $0.00 | $149.28 | $8.77 | $158.05 | $0.00 | $0.00 | $56.26 | $0.00 | $56.26 | 2551 2ND ST |
| 097 -0130-002-07 | SFR | C2 | 2 | 0.000 | 2,384 | $0.00 | $0.00 | $572.16 | $33.61 | $605.77 | $0.00 | $0.00 | $215.64 | $0.00 | $215.64 | 2558 3RD ST |
| 097 -0130-006-01 | SFR | C2 | 2 | 0.000 | 2,022 | $0.00 | $0.00 | $485.28 | $28.51 | $513.79 | $0.00 | $0.00 | $182.90 | $0.00 | $182.90 | 240 MAPLE ST |
| 097 -0130-006-02 | MFR | C2 | 2 | 0.000 | 4,063 | $0.00 | $0.00 | $975.12 | $57.28 | $1,032.40 | $0.00 | $0.00 | $367.51 | $0.00 | $367.50 | 212 MAPLE ST |
| 097 -0131-002-02 | COM | C1 | 2 | 0.000 | 600 | $0.00 | $72.85 | $25.05 | $1.47 | $99.37 | $0.00 | $6.41 | $9.44 | $0.00 | $15.84 | 2552 2ND ST |
| 097 -0131-003-03 | COM | C1 | 2 | 111.810 | 7,417 | $595.16 | $900.54 | $309.71 | $18.19 | $1,823.60 | $52.40 | $79.29 | $116.73 | $0.00 | $248.42 | 186 MAPLE ST |
| 097 -0133-001-01 | COM | C2 | 2 | 0.000 | 500 | $0.00 | $0.00 | $20.88 | $1.23 | $22.11 | $0.00 | $0.00 | $7.87 | $0.00 | $7.86 | 2778 4TH ST |
| 097 -0133-001-02 | COM | C2 | 2 | 0.000 | 900 | $0.00 | $0.00 | $37.58 | $2.21 | $39.79 | $0.00 | $0.00 | $14.16 | $0.00 | $14.16 | 2794 4TH ST |
| 097 -0133-002-02 | MFR | C2 | 2 | 0.000 | 802 | $0.00 | $0.00 | $192.48 | $11.31 | $203.79 | $0.00 | $0.00 | $72.54 | $0.00 | $72.54 | 2762 4TH ST |
| 097 -0133-002-03 | SFR | C2 | 2 | 0.000 | 1,088 | $0.00 | $0.00 | $261.12 | $15.34 | $276.46 | $0.00 | $0.00 | $98.41 | $0.00 | $98.40 | 392 CHURCH ST |
| 097 -0133-002-04 | SFR | C2 | 2 | 0.000 | 1,448 | $0.00 | $0.00 | $347.52 | $20.42 | $367.94 | $0.00 | $0.00 | $130.98 | $0.00 | $130.98 | 374 CHURCH ST |
| 097 -0133-002-05 | SFR | C2 | 2 | 0.000 | 1,268 | $0.00 | $0.00 | $304.32 | $17.88 | $322.20 | $0.00 | $0.00 | $114.69 | $0.00 | $114.68 | 356 CHURCH ST |
| 097 -0133-002-06 | SFR | C2 | 2 | 0.000 | 1,478 | $0.00 | $0.00 | $354.72 | $20.84 | $375.56 | $0.00 | $0.00 | $133.69 | $0.00 | $133.68 | 340 CHURCH ST |
| 097 -0133-002-07 | SFR | C2 | 2 | 0.000 | 1,318 | $0.00 | $0.00 | $316.32 | $18.58 | $334.90 | $0.00 | $0.00 | $119.22 | $0.00 | $119.22 | 2746 4TH ST |
| 097 -0133-003-01 | SFR | C2 | 2 | 0.000 | 2,188 | $0.00 | $0.00 | $525.12 | $30.85 | $555.97 | $0.00 | $0.00 | $197.91 | $0.00 | $197.90 | 2659 3RD ST |
| 097 -0133-003-03 | SFR | C2 | 2 | 0.000 | 1,038 | $0.00 | $0.00 | $249.12 | $14.63 | $263.75 | $0.00 | $0.00 | $93.89 | $0.00 | $93.88 | 2643 3RD ST |
| 097 -0133-003-04 | MFR | C2 | 2 | 0.000 | 750 | $0.00 | $0.00 | $180.00 | $10.57 | $190.57 | $0.00 | $0.00 | $67.84 | $0.00 | $67.84 | 326 CHURCH ST |
| 097 -0133-003-05 | SFR | C2 | 2 | 0.000 | 840 | $0.00 | $0.00 | $201.60 | $11.84 | $213.44 | $0.00 | $0.00 | $75.98 | $0.00 | $75.98 | 306 CHURCH ST |
| 097 -0136-001-02 | VCOM | C1 | 2 | 99.620 | 0 | $530.28 | $0.00 | $0.00 | $0.00 | $530.28 | $46.69 | $0.00 | $0.00 | $0.00 | $46.68 | 2ND ST |
| 097 -0136-002-06 | COM | C1 | 2 | 223.830 | 11,229 | $1,191.45 | $1,363.38 | $468.89 | $27.54 | $3,051.26 | $104.90 | $120.03 | $176.72 | $0.00 | $401.64 | 2256 3RD ST |
| 097 -0136-004-06 | COM | C1 | 2 | 122.000 | 2,734 | $649.41 | $331.95 | $114.16 | $6.71 | $1,102.23 | $57.17 | $29.23 | $43.03 | $0.00 | $129.42 | 3252 4TH ST |
| 097 -0136-004-12 | COM | C1 | 2 | 0.000 | 5,591 | $0.00 | $678.84 | $233.46 | $13.71 | $926.01 | $0.00 | $59.77 | $87.99 | $0.00 | $147.76 | 2954 4TH ST |
| 097 -0136-004-23 | IND | C1 | 2 | 169.000 | 10,200 | $899.59 | $1,238.44 | $425.92 | $25.02 | $2,588.97 | $79.20 | $109.03 | $160.52 | $0.00 | $348.74 | 3170 4TH ST |
| 097 -0152-006-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2800 FOURTH ST #101 |
| 097 -0152-007-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2800 FOURTH ST #102 |
| 097 -0152-008-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2800 FOURTH ST #103 |
| 097 -0152-009-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2800 FOURTH ST #104 |
| 097 -0152-011-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 350 WOOD ST #201 |
| 097 -0152-012-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 350 WOOD ST #202 |
| 097 -0152-013-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 350 WOOD ST #203 |
| 097 -0152-014-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 350 WOOD ST #204 |
| 097 -0152-015-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 350 WOOD ST #205 |
| 097 -0152-016-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 350 WOOD ST #206 |
| 097 -0152-018-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2812 FOURTH ST #301 |
| 097 -0152-019-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2812 FOURTH ST #302 |
| 097 -0152-020-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2812 FOURTH ST #303 |
| 097 -0152-021-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2812 FOURTH ST #304 |
| 097 -0152-023-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 266 WOOD ST #401 |
| 097 -0152-024-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 266 WOOD ST #402 |
| 097 -0152-025-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 266 WOOD ST #403 |
| 097 -0152-026-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 266 WOOD ST #404 |
| 097 -0152-027-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 266 WOOD ST #405 |
| 097 -0152-028-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 266 WOOD ST #406 |
| 097 -0152-030-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 274 WOOD ST #501 |
| 097 -0152-031-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 274 WOOD ST #502 |
| 097 -0152-032-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 274 WOOD ST #503 |
| 097 -0152-033-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 274 WOOD ST #504 |
| 097 -0152-034-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 274 WOOD ST #505 |
| 097 -0152-035-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 274 WOOD ST #506 |
| 097 -0152-037-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2878 FOURTH ST #1401 |
| 097 -0152-038-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2878 FOURTH ST #1402 |
| 097 -0152-039-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2878 FOURTH ST #1403 |
| 097 -0152-040-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2878 FOURTH ST #1404 |
| 097 -0152-043-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2933 FIRST ST #1001 |
| 097 -0152-044-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2933 FIRST ST #1002 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0152-045-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2933 FIRST ST #1003 |
| 097 -0152-046-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2933 FIRST ST #1004 |
| 097 -0152-048-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2834 FOURTH ST #1101 |
| 097 -0152-049-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2834 FOURTH ST #1102 |
| 097 -0152-050-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2834 FOURTH ST #1103 |
| 097 -0152-051-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2834 FOURTH ST #1104 |
| 097 -0152-053-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2985 FIRST ST #1201 |
| 097 -0152-054-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2985 FIRST ST #1202 |
| 097 -0152-055-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2985 FIRST ST #1203 |
| 097 -0152-056-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2985 FIRST ST #1204 |
| 097 -0152-057-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2985 FIRST ST #1205 |
| 097 -0152-058-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2985 FIRST ST #1206 |
| 097 -0152-060-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2856 FOURTH ST #1301 |
| 097 -0152-061-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2856 FOURTH ST #1302 |
| 097 -0152-062-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2856 FOURTH ST #1303 |
| 097 -0152-063-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2856 FOURTH ST #1304 |
| 097 -0152-066-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 220 WOOD ST #601 |
| 097 -0152-067-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 220 WOOD ST #602 |
| 097 -0152-068-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 220 WOOD ST #603 |
| 097 -0152-069-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 220 WOOD ST #604 |
| 097 -0152-071-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 238 WOOD ST #701 |
| 097 -0152-072-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 238 WOOD ST #702 |
| 097 -0152-073-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 238 WOOD ST #703 |
| 097 -0152-074-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 238 WOOD ST #704 |
| 097 -0152-076-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2827 FIRST ST #801 |
| 097 -0152-077-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2827 FIRST ST #802 |
| 097 -0152-078-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2827 FIRST ST #803 |
| 097 -0152-079-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2827 FIRST ST #804 |
| 097 -0152-080-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2827 FIRST ST #805 |
| 097 -0152-081-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2827 FIRST ST #806 |
| 097 -0152-083-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2871 FIRST ST #901 |
| 097 -0152-084-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2871 FIRST ST #902 |
| 097 -0152-085-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2871 FIRST ST #903 |
| 097 -0152-086-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2871 FIRST ST #904 |
| 097 -0152-087-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2871 FIRST ST #905 |
| 097 -0152-088-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2871 FOURTH ST #906 |
| 097 -0152-092-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2755 1ST ST |
| 097 -0152-093-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2755 1ST ST |
| 097 -0152-094-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2755 1ST ST |
| 097 -0152-095-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2755 1ST ST |
| 097 -0152-096-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2755 1ST ST |
| 097 -0152-097-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2755 1ST ST |
| 097 -0152-099-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 212 WOOD ST |
| 097 -0152-100-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 212 WOOD ST |
| 097 -0152-101-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 212 WOOD ST |
| 097 -0152-102-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 212 WOOD ST |
| 097 -0152-103-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 212 WOOD ST |
| 097 -0152-104-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 212 WOOD ST |
| 097 -0152-106-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2676 3RD ST #1701 |
| 097 -0152-107-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2676 3RD ST #1702 |
| 097 -0152-108-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2676 3RD ST #1703 |
| 097 -0152-109-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2676 3RD ST #1704 |
| 097 -0152-110-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2676 3RD ST #1705 |
| 097 -0152-111-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2676 3RD ST #1706 |
| 097 -0152-113-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2695 3RD ST |
| 097 -0152-114-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2695 3RD ST |
| 097 -0152-115-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2695 3RD ST |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0152-116-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2695 3RD ST |
| 098 -0249-002-00 | MFR | B3 | 1 | 0.000 | 62,236 | $0.00 | $0.00 | $14,936.64 | $1,754.93 | $16,691.57 | $0.00 | $0.00 | $5,629.44 | $0.00 | $5,629.44 | 1651 CHESTNUT ST |
| 098 -0250-001-01 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1881 CHESTNUT ST |
| 098 -0250-001-02 | SFR | B3 | 1 | 0.000 | 975 | $0.00 | $0.00 | $234.00 | $27.49 | $261.49 | $0.00 | $0.00 | $88.19 | $0.00 | $88.18 | 1867 CHESTNUT ST |
| 098 -0250-001-03 | PUB | B3 | 1 | 0.000 | 2,400 | $0.00 | $0.00 | $100.22 | $11.77 | $111.99 | $0.00 | $0.00 | $37.77 | $0.00 | $37.76 | 241 N M ST |
| 098 -0250-002-04 | COM | B3 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $58.46 | $6.87 | $65.33 | $0.00 | $0.00 | $22.03 | $0.00 | $22.02 | 242 N N ST |
| 098 -0250-002-05 | COM | B3 | 1 | 0.000 | 5,600 | $0.00 | $0.00 | $233.84 | $27.47 | $261.31 | $0.00 | $0.00 | $88.13 | $0.00 | $88.12 | 1815 CHESTNUT ST |
| 098 -0250-003-00 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1839 CHESTNUT ST |
| 098 -0250-004-00 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1853 CHESTNUT ST |
| 098 -0251-004-01 | SFR | B3 | 1 | 0.000 | 794 | $0.00 | $0.00 | $190.56 | $22.39 | $212.95 | $0.00 | $0.00 | $71.82 | $0.00 | $71.82 | 258 N M ST |
| 098 -0251-005-00 | MFR | B3 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $336.00 | $39.48 | $375.48 | $0.00 | $0.00 | $126.63 | $0.00 | $126.62 | 276 N M ST |
| 098 -0251-006-00 | SFR | B3 | 1 | 0.000 | 988 | $0.00 | $0.00 | $237.12 | $27.86 | $264.98 | $0.00 | $0.00 | $89.37 | $0.00 | $89.36 | 1917 CHESTNUT ST |
| 098 -0251-007-01 | MFR | B3 | 1 | 0.000 | 1,484 | $0.00 | $0.00 | $356.16 | $41.85 | $398.01 | $0.00 | $0.00 | $134.23 | $0.00 | $134.22 | 1949 CHESTNUT ST |
| 098 -0251-008-00 | MFR | B3 | 1 | 0.000 | 2,874 | $0.00 | $0.00 | $689.76 | $81.04 | $770.80 | $0.00 | $0.00 | $259.96 | $0.00 | $259.96 | 1963 CHESTNUT ST |
| 098 -0251-010-00 | SFR | B3 | 1 | 0.000 | 1,363 | $0.00 | $0.00 | $327.12 | $38.43 | $365.55 | $0.00 | $0.00 | $123.29 | $0.00 | $123.28 | 277 N L ST |
| 098 -0251-011-00 | SFR | B3 | 1 | 0.000 | 1,519 | $0.00 | $0.00 | $364.56 | $42.83 | $407.39 | $0.00 | $0.00 | $137.40 | $0.00 | $137.40 | 1989 CHESTNUT ST |
| 098 -0251-012-00 | SFR | B3 | 1 | 0.000 | 1,704 | $0.00 | $0.00 | $408.96 | $48.05 | $457.01 | $0.00 | $0.00 | $154.13 | $0.00 | $154.12 | 1985 CHESTNUT ST |
| 098 -0251-013-00 | SFR | B3 | 1 | 0.000 | 1,510 | $0.00 | $0.00 | $362.40 | $42.58 | $404.98 | $0.00 | $0.00 | $136.58 | $0.00 | $136.58 | 277 N L ST |
| 098 -0251-014-00 | SFR | B3 | 1 | 0.000 | 1,510 | $0.00 | $0.00 | $362.40 | $42.58 | $404.98 | $0.00 | $0.00 | $136.58 | $0.00 | $136.58 | 269 N L ST |
| 098 -0251-015-00 | SFR | B3 | 1 | 0.000 | 1,704 | $0.00 | $0.00 | $408.96 | $48.05 | $457.01 | $0.00 | $0.00 | $154.13 | $0.00 | $154.12 | 267 N L ST |
| 098 -0251-016-00 | SFR | B3 | 1 | 0.000 | 1,519 | $0.00 | $0.00 | $364.56 | $42.83 | $407.39 | $0.00 | $0.00 | $137.40 | $0.00 | $137.40 | 265 N L ST |
| 098 -0251-017-00 | SFR | B3 | 1 | 0.000 | 1,521 | $0.00 | $0.00 | $365.04 | $42.89 | $407.93 | $0.00 | $0.00 | $137.58 | $0.00 | $137.58 | 261 N L ST |
| 098 -0252-002-02 | MFR | A3 | 1 | 0.000 | 1,892 | $0.00 | $0.00 | $454.08 | $53.35 | $507.43 | $0.00 | $0.00 | $171.14 | $0.00 | $171.14 | 279 N K ST |
| 098 -0252-002-03 | SFR | A3 | 1 | 0.000 | 756 | $0.00 | $0.00 | $181.44 | $21.32 | $202.76 | $0.00 | $0.00 | $68.38 | $0.00 | $68.38 | 263 N K ST |
| 098 -0252-003-02 | MFR | A3 | 1 | 0.000 | 2,906 | $0.00 | $0.00 | $697.44 | $81.94 | $779.38 | $0.00 | $0.00 | $262.86 | $0.00 | $262.86 | 241 N K ST |
| 098 -0252-004-01 | COM | A3 | 1 | 0.000 | 3,400 | $0.00 | $0.00 | $141.97 | $16.68 | $158.65 | $0.00 | $0.00 | $53.51 | $0.00 | $53.50 | 242 N L ST |
| 098 -0252-005-01 | COM | A3 | 1 | 0.000 | 3,168 | $0.00 | $0.00 | $132.29 | $15.54 | $147.83 | $0.00 | $0.00 | $49.86 | $0.00 | $49.86 | 260 N L ST |
| 098 -0252-007-02 | COM | A3 | 1 | 0.000 | 2,688 | $0.00 | $0.00 | $112.24 | $13.19 | $125.43 | $0.00 | $0.00 | $42.30 | $0.00 | $42.30 | 220 N L ST |
| 098 -0252-008-00 | MFR | A3 | 1 | 0.000 | 3,720 | $0.00 | $0.00 | $892.80 | $104.90 | $997.70 | $0.00 | $0.00 | $336.49 | $0.00 | $336.48 | 231 N K ST |
| 098 -0252-010-00 | MFR | A3 | 1 | 0.000 | 24,188 | $0.00 | $0.00 | $5,805.12 | $682.05 | $6,487.17 | $0.00 | $0.00 | $2,187.88 | $0.00 | $2,187.88 | 2083 CHESTNUT ST |
| 098 -0253-001-02 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 269 N LIVERMORE AVE |
| 098 -0253-001-03 | MFR | A3 | 1 | 0.000 | 2,804 | $0.00 | $0.00 | $672.96 | $79.07 | $752.03 | $0.00 | $0.00 | $253.63 | $0.00 | $253.62 | 2155 CHESTNUT ST |
| 098 -0253-002-01 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 245 N LIVERMORE AVE |
| 098 -0253-003-01 | MFR | A3 | 1 | 0.000 | 5,616 | $0.00 | $0.00 | $1,347.84 | $158.36 | $1,506.20 | $0.00 | $0.00 | $507.98 | $0.00 | $507.98 | 207 N LIVERMORE AVE |
| 098 -0253-005-00 | SFR | A3 | 1 | 0.000 | 714 | $0.00 | $0.00 | $171.36 | $20.13 | $191.49 | $0.00 | $0.00 | $64.58 | $0.00 | $64.58 | 2152 OAK ST |
| 098 -0253-006-00 | SFR | A3 | 1 | 0.000 | 1,220 | $0.00 | $0.00 | $292.80 | $34.40 | $327.20 | $0.00 | $0.00 | $110.35 | $0.00 | $110.34 | 210 N K ST |
| 098 -0253-007-01 | SFR | A3 | 1 | 0.000 | 1,458 | $0.00 | $0.00 | $349.92 | $41.11 | $391.03 | $0.00 | $0.00 | $131.88 | $0.00 | $131.88 | 228 N K ST |
| 098 -0253-007-03 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 240 N K ST |
| 098 -0253-007-04 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 264 N K ST |
| 098 -0253-008-01 | MFR | A3 | 1 | 0.000 | 1,825 | $0.00 | $0.00 | $438.00 | $51.46 | $489.46 | $0.00 | $0.00 | $165.08 | $0.00 | $165.08 | 278 N K ST |
| 098 -0253-009-00 | MFR | A3 | 1 | 0.000 | 2,070 | $0.00 | $0.00 | $496.80 | $58.37 | $555.17 | $0.00 | $0.00 | $187.24 | $0.00 | $187.24 | 2177 CHESTNUT ST |
| 098 -0253-010-00 | MFR | A3 | 1 | 0.000 | 2,070 | $0.00 | $0.00 | $496.80 | $58.37 | $555.17 | $0.00 | $0.00 | $187.24 | $0.00 | $187.24 | 2183 CHESTNUT ST |
| 098 -0253-011-00 | MFR | A3 | 1 | 0.000 | 2,208 | $0.00 | $0.00 | $529.92 | $62.26 | $592.18 | $0.00 | $0.00 | $199.72 | $0.00 | $199.72 | 2121 CHESTNUT ST |
| 098 -0253-012-00 | MFR | A3 | 1 | 0.000 | 1,680 | $0.00 | $0.00 | $403.20 | $47.37 | $450.57 | $0.00 | $0.00 | $151.96 | $0.00 | $151.96 | 2147 CHESTNUT ST |
| 098 -0260-006-04 | COM | C2 | 1 | 0.000 | 960 | $0.00 | $0.00 | $40.09 | $4.71 | $44.80 | $0.00 | $0.00 | $15.11 | $0.00 | $15.10 | 2680 OLD 1ST ST |
| 098 -0260-008-04 | COM | C2 | 1 | 0.000 | 1,440 | $0.00 | $0.00 | $60.13 | $7.06 | $67.19 | $0.00 | $0.00 | $22.66 | $0.00 | $22.66 | 2620 OLD 1ST ST |
| 098 -0260-009-06 | COM | C1 | 1 | 0.000 | 2,967 | $0.00 | $360.24 | $123.89 | $14.56 | $498.69 | $0.00 | $31.72 | $46.69 | $0.00 | $78.40 | 2582 OLD 1ST ST |
| 098 -0260-009-08 | COM | C2 | 1 | 0.000 | 5,466 | $0.00 | $0.00 | $228.24 | $26.82 | $255.06 | $0.00 | $0.00 | $86.02 | $0.00 | $86.02 | 2602 OLD 1ST ST |
| 098 -0260-010-02 | COM | C1 | 1 | 0.000 | 2,720 | $0.00 | $330.25 | $113.58 | $13.34 | $457.17 | $0.00 | $29.08 | $42.81 | $0.00 | $71.88 | 2574 OLD 1ST ST |
| 098 -0260-014-01 | COM | C1 | 1 | 0.000 | 2,577 | $0.00 | $312.89 | $107.61 | $12.64 | $433.14 | $0.00 | $27.55 | $40.56 | $0.00 | $68.10 | 2560 OLD 1ST ST |
| 098 -0260-015-01 | COM | C1 | 1 | 0.000 | 7,655 | $0.00 | $929.44 | $319.65 | $37.56 | $1,286.65 | $0.00 | $81.83 | $120.47 | $0.00 | $202.30 | 2558 OLD 1ST ST |
| 098 -0260-016-01 | COM | C2 | 1 | 0.000 | 3,120 | $0.00 | $0.00 | $130.28 | $15.31 | $145.59 | $0.00 | $0.00 | $49.10 | $0.00 | $49.10 | 2456 RAILROAD AVE |
| 098 -0260-016-02 | COM | C2 | 1 | 0.000 | 2,699 | $0.00 | $0.00 | $112.70 | $13.24 | $125.94 | $0.00 | $0.00 | $42.48 | $0.00 | $42.48 | 2494 RAILROAD AVE |
| 098 -0264-001-01 | COM | C2 | 1 | 0.000 | 1,388 | $0.00 | $0.00 | $57.96 | $6.81 | $64.77 | $0.00 | $0.00 | $21.84 | $0.00 | $21.84 | 2730 1ST ST |
| 098 -0275-002-06 | COM | C1 | 1 | 60.000 | 1,984 | $319.38 | $240.89 | $82.85 | $9.73 | $652.85 | $28.12 | $21.21 | $31.22 | $0.00 | $80.54 | 2589 OLD 1ST ST |
| 098 -0275-002-08 | COM | C1 | 1 | 50.000 | 1,944 | $266.15 | $236.03 | $81.18 | $9.54 | $592.90 | $23.43 | $20.78 | $30.59 | $0.00 | $74.80 | 2589 OLD 1ST ST |
| 098 -0275-003-00 | COM | C1 | 1 | 82.860 | 720 | $441.06 | $87.42 | $30.07 | $3.53 | $562.08 | $38.83 | $7.70 | $11.33 | $0.00 | $57.86 | 2605 OLD 1ST ST |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0275-004-00 | VCOM | C1 | 1 | 100.000 | 0 | $532.30 | $0.00 | $0.00 | $0.00 | $532.30 | $46.86 | $0.00 | $0.00 | $0.00 | $46.86 | 2617 OLD 1ST ST |
| 098 -0275-005-00 | COM | C1 | 1 | 60.000 | 2,100 | $319.38 | $254.97 | $87.69 | $10.30 | $672.34 | $28.12 | $22.45 | $33.05 | $0.00 | $83.62 | 2617 OLD 1ST ST |
| 098 -0275-007-03 | COM | C1 | 1 | 65.740 | 2,000 | $349.93 | $242.83 | $83.51 | $9.81 | $686.08 | $30.81 | $21.38 | $31.48 | $0.00 | $83.66 | 2677 OLD 1ST ST |
| 098 -0275-008-04 | COM | C1 | 1 | 84.630 | 10,214 | $450.49 | $1,240.14 | $426.51 | $50.11 | $2,167.25 | $39.66 | $109.18 | $160.74 | $0.00 | $309.58 | 2693 OLD 1ST ST |
| 098 -0275-011-00 | COM | C1 | 1 | 0.000 | 2,481 | $0.00 | $301.23 | $103.60 | $12.17 | $417.00 | $0.00 | $26.52 | $39.05 | $0.00 | $65.56 | 2787 OLD 1ST ST |
| 098 -0275-012-00 | COM | C1 | 1 | 0.000 | 5,262 | $0.00 | $638.89 | $219.73 | $25.82 | $884.44 | $0.00 | $56.25 | $82.81 | $0.00 | $139.06 | 2821 OLD 1ST ST |
| 098 -0275-017-00 | COM | C1 | 1 | 93.960 | 3,200 | $500.15 | $388.53 | $133.62 | $15.70 | $1,038.00 | $44.03 | $34.21 | $50.36 | $0.00 | $128.60 | 2653 OLD 1ST ST |
| 098 -0281-002-00 | COM | A2 | 1 | 0.000 | 2,000 | $0.00 | $0.00 | $83.51 | $9.81 | $93.32 | $0.00 | $0.00 | $31.48 | $0.00 | $31.48 | 183 N LIVERMORE AVE |
| 098 -0281-004-01 | COM | A2 | 1 | 0.000 | 2,176 | $0.00 | $0.00 | $90.86 | $10.68 | $101.54 | $0.00 | $0.00 | $34.25 | $0.00 | $34.24 | 145 N LIVERMORE AVE |
| 098 -0281-004-03 | COM | A2 | 1 | 0.000 | 2,816 | $0.00 | $0.00 | $117.59 | $13.82 | $131.41 | $0.00 | $0.00 | $44.32 | $0.00 | $44.32 | 145 N LIVERMORE AVE |
| 098 -0281-005-00 | COM | A2 | 1 | 0.000 | 3,200 | $0.00 | $0.00 | $133.62 | $15.70 | $149.32 | $0.00 | $0.00 | $50.36 | $0.00 | $50.36 | 101 N LIVERMORE AVE |
| 098 -0281-006-00 | COM | A2 | 1 | 0.000 | 1,560 | $0.00 | $0.00 | $65.14 | $7.65 | $72.79 | $0.00 | $0.00 | $24.55 | $0.00 | $24.54 | 2160 RAILROAD AVE |
| 098 -0281-007-00 | COM | A2 | 1 | 0.000 | 3,046 | $0.00 | $0.00 | $127.19 | $14.94 | $142.13 | $0.00 | $0.00 | $47.94 | $0.00 | $47.94 | 2136 RAILROAD AVE |
| 098 -0281-008-00 | COM | A2 | 1 | 0.000 | 5,010 | $0.00 | $0.00 | $209.20 | $24.58 | $233.78 | $0.00 | $0.00 | $78.85 | $0.00 | $78.84 | 2120 RAILROAD AVE |
| 098 -0282-002-01 | COM | A2 | 1 | 0.000 | 5,175 | $0.00 | $0.00 | $216.09 | $25.39 | $241.48 | $0.00 | $0.00 | $81.44 | $0.00 | $81.44 | 116 N L ST |
| 098 -0282-004-05 | COM | A2 | 1 | 0.000 | 9,116 | $0.00 | $0.00 | $380.66 | $44.72 | $425.38 | $0.00 | $0.00 | $143.46 | $0.00 | $143.46 | 150 N L ST |
| 098 -0282-007-00 | COM | A2 | 1 | 0.000 | 2,000 | $0.00 | $0.00 | $83.51 | $9.81 | $93.32 | $0.00 | $0.00 | $31.48 | $0.00 | $31.48 | 170 N L ST |
| 098 -0282-008-00 | COM | A2 | 1 | 0.000 | 4,760 | $0.00 | $0.00 | $198.76 | $23.35 | $222.11 | $0.00 | $0.00 | $74.91 | $0.00 | $74.90 | 181 N K ST |
| 098 -0289-001-00 | COM | A1 | 2 | 0.000 | 3,924 | $0.00 | $1,548.28 | $163.85 | $9.63 | $1,721.76 | $0.00 | $1,548.28 | $61.75 | $0.00 | $1,610.02 | 21 S LIVERMORE AVE |
| 098 -0289-028-00 | COM | A1 | 2 | 20.000 | 1,664 | $891.36 | $656.56 | $69.48 | $4.08 | $1,621.48 | $891.36 | $656.56 | $26.19 | $0.00 | $1,574.10 | 2038 1ST ST |
| 098 -0290-001-11 | COM | B2 | 1 | 0.000 | 37,912 | $0.00 | $0.00 | $1,583.09 | $186.00 | $1,769.09 | $0.00 | $0.00 | $596.65 | $0.00 | $596.64 | 1620 RAILROAD AVE |
| 098 -0290-001-16 | COM | B2 | 1 | 0.000 | 21,200 | $0.00 | $0.00 | $885.25 | $104.01 | $989.26 | $0.00 | $0.00 | $333.64 | $0.00 | $333.64 | 1784 RAILROAD AVE |
| 098 -0290-002-07 | COM | B2 | 1 | 0.000 | 20,100 | $0.00 | $0.00 | $839.32 | $98.61 | $937.93 | $0.00 | $0.00 | $316.33 | $0.00 | $316.32 | 1456 RAILROAD AVE |
| 098 -0290-002-11 | COM | B2 | 1 | 0.000 | 7,043 | $0.00 | $0.00 | $294.09 | $34.55 | $328.64 | $0.00 | $0.00 | $110.84 | $0.00 | $110.84 | 1344 RAILROAD AVE |
| 098 -0290-002-15 | COM | B2 | 1 | 0.000 | 66,816 | $0.00 | $0.00 | $2,790.04 | $327.80 | $3,117.84 | $0.00 | $0.00 | $1,051.53 | $0.00 | $1,051.52 | 1490 RAILROAD AVE |
| 098 -0290-021-00 | COM | B2 | 1 | 0.000 | 2,880 | $0.00 | $0.00 | $120.26 | $14.13 | $134.39 | $0.00 | $0.00 | $45.32 | $0.00 | $45.32 | 1114 E STANLEY BLVD |
| 098 -0290-022-00 | COM | B2 | 1 | 0.000 | 4,980 | $0.00 | $0.00 | $207.95 | $24.43 | $232.38 | $0.00 | $0.00 | $78.37 | $0.00 | $78.36 | 1116 E STANLEY BLVD |
| 098 -0290-024-03 | COM | B2 | 1 | 0.000 | 104,000 | $0.00 | $0.00 | $4,342.73 | $510.22 | $4,852.95 | $0.00 | $0.00 | $1,636.72 | $0.00 | $1,636.72 | 1088 E STANLEY BLVD |
| 098 -0403-003-00 | COM | B1 | 2 | 0.000 | 5,800 | $0.00 | $687.11 | $242.19 | $14.23 | $943.53 | $0.00 | $42.00 | $91.28 | $0.00 | $133.28 | 34 S P ST |
| 098 -0403-006-01 | COM | B1 | 2 | 0.000 | 3,350 | $0.00 | $396.86 | $139.89 | $8.22 | $544.97 | $0.00 | $24.26 | $52.72 | $0.00 | $76.98 | 41 S O ST |
| 098 -0403-006-02 | COM | B1 | 2 | 0.000 | 3,255 | $0.00 | $385.61 | $135.92 | $7.98 | $529.51 | $0.00 | $23.57 | $51.23 | $0.00 | $74.80 | 41 S O ST |
| 098 -0403-012-00 | COM | B1 | 2 | 140.020 | 4,200 | $750.23 | $497.56 | $175.38 | $10.30 | $1,433.47 | $45.86 | $30.42 | $66.10 | $0.00 | $142.38 | 76 S ST |
| 098 -0403-019-00 | COM | B1 | 2 | 770.050 | 144,058 | $4,125.93 | $17,066.12 | $6,015.43 | $353.37 | $27,560.85 | $252.21 | $1,043.22 | $2,267.14 | $0.00 | $3,562.56 | 1410 1ST ST |
| 098 -0403-020-00 | COM | B1 | 2 | 151.350 | 9,205 | $810.93 | $1,090.49 | $384.37 | $22.58 | $2,308.37 | $49.57 | $66.66 | $144.87 | $0.00 | $261.10 | 1334 1ST ST |
| 098 -0403-021-00 | COM | B1 | 2 | 236.950 | 15,580 | $1,269.58 | $1,845.72 | $650.57 | $38.22 | $3,804.09 | $77.61 | $112.83 | $245.19 | $0.00 | $435.62 | 1620 1ST ST |
| 098 -0403-022-00 | COM | B1 | 2 | 63.050 | 1,250 | $337.82 | $148.08 | $52.20 | $3.07 | $541.17 | $20.65 | $9.05 | $19.67 | $0.00 | $49.36 | 1620 1ST ST |
| 098 -0405-001-00 | COM | B1 | 2 | 0.000 | 12,640 | $0.00 | $1,497.42 | $527.81 | $31.01 | $2,056.24 | $0.00 | $91.53 | $198.92 | $0.00 | $290.44 | 1601 RAILROAD AVE |
| 098 -0405-002-00 | COM | B1 | 2 | 0.000 | 7,500 | $0.00 | $888.50 | $313.18 | $18.40 | $1,220.08 | $0.00 | $54.31 | $118.03 | $0.00 | $172.34 | 28 S P ST |
| 098 -0405-003-00 | MFR | B1 | 2 | 0.000 | 178,938 | $0.00 | $21,198.25 | $42,945.12 | $2,522.85 | $66,666.22 | $0.00 | $1,295.81 | $16,185.49 | $0.00 | $17,481.30 | 1809 RAILROAD AVE |
| 098 -0407-001-00 | COM | C1 | 1 | 128.690 | 6,521 | $685.02 | $791.75 | $272.30 | $31.99 | $1,781.06 | $60.31 | $69.71 | $102.63 | $0.00 | $232.64 | RAILROAD AVE |
| 098 -0407-011-00 | OFF | A1 | 2 | 47.620 | 2,648 | $2,122.33 | $1,044.82 | $158.12 | $9.29 | $3,334.56 | $2,122.33 | $1,044.82 | $59.59 | $0.00 | $3,226.74 | 2250 1ST ST |
| 098 -0407-012-00 | COM | A1 | 2 | 0.000 | 4,980 | $0.00 | $1,964.95 | $207.95 | $12.22 | $2,185.12 | $0.00 | $1,964.95 | $78.37 | $0.00 | $2,043.32 | 56 S LIVERMORE AVE |
| 098 -0407-023-00 | COM | A1 | 2 | 99.660 | 34,567 | $4,441.65 | $13,639.03 | $1,443.41 | $84.79 | $19,608.88 | $4,441.65 | $13,639.03 | $544.01 | $0.00 | $18,624.68 | 2490 FIRST ST |
| 098 -0407-024-00 | COM | A1 | 2 | 167.200 | 24,409 | $7,451.77 | $9,631.01 | $1,019.25 | $59.88 | $18,161.91 | $7,451.77 | $9,631.01 | $384.14 | $0.00 | $17,466.92 | 2470 1ST ST |
| 098 -0407-025-00 | COM | A1 | 2 | 0.000 | 5,775 | $0.00 | $2,278.63 | $241.15 | $14.17 | $2,533.95 | $0.00 | $2,278.63 | $90.89 | $0.00 | $2,369.52 | 2375 RAILROAD AVE |
| 098 -0407-027-00 | COM | A1 | 2 | 224.280 | 45,640 | $9,995.71 | $18,008.08 | $1,905.79 | $111.95 | $30,021.53 | $9,995.71 | $18,008.08 | $718.27 | $0.00 | $28,722.06 | 2300 1ST ST |
| 098 -0407-028-01 | PUB | A1 | 2 | 0.000 | 33,845 | $0.00 | $13,354.15 | $1,413.27 | $83.02 | $14,850.44 | $0.00 | $13,354.15 | $532.64 | $0.00 | $13,886.78 | 2400 1ST ST |
| 098 -0408-001-00 | COM | B2 | 1 | 0.000 | 1,200 | $0.00 | $0.00 | $50.11 | $5.89 | $56.00 | $0.00 | $0.00 | $18.89 | $0.00 | $18.88 | 187 N L ST |
| 098 -0408-002-00 | COM | B2 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $58.46 | $6.87 | $65.33 | $0.00 | $0.00 | $22.03 | $0.00 | $22.02 | 1984 RAILROAD AVE |
| 098 -0408-021-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1926 RAILROAD AVE #100 |
| 098 -0408-022-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1926 RAILROAD AVE #102 |
| 098 -0408-023-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1926 RAILROAD AVE #104 |
| 098 -0408-024-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1926 RAILROAD AVE #106 |
| 098 -0408-025-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1926 RAILROAD AVE #108 |
| 098 -0408-026-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1926 RAILROAD AVE #110 |
| 098 -0408-027-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1926 RAILROAD AVE #112 |
| 098 -0408-028-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1926 RAILROAD AVE #114 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0408-029-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1926 RAILROAD AVE #116 |
| 098 -0408-030-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1926 RAILROAD AVE #118 |
| 098 -0408-031-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1926 RAILROAD AVE #120 |
| 098 -0408-032-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1926 RAILROAD AVE #122 |
| 098 -0408-034-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1948 RAILROAD AVE #100 |
| 098 -0408-035-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1948 RAILROAD AVE #102 |
| 098 -0408-036-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1948 RAILROAD AVE #104 |
| 098 -0408-037-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1948 RAILROAD AVE #106 |
| 098 -0408-038-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1948 RAILROAD AVE #108 |
| 098 -0408-039-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1948 RAILROAD AVE #110 |
| 098 -0408-041-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 161 N L ST #101 |
| 098 -0408-042-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 161 N L ST #103 |
| 098 -0408-043-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 161 N L ST #105 |
| 098 -0408-044-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 161 N L ST #107 |
| 098 -0408-045-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 161 N L ST #109 |
| 098 -0408-046-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 161 N L ST #111 |
| 098 -0408-047-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 161 N L ST #113 |
| 098 -0408-048-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 161 N L ST #115 |
| 098 -0408-050-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1976 LOCOMOTIVE LN #101 |
| 098 -0408-051-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1976 LOCOMOTIVE LN #103 |
| 098 -0408-052-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1976 LOCOMOTIVE LN #105 |
| 098 -0408-053-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1976 LOCOMOTIVE LN #107 |
| 098 -0408-054-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1976 LOCOMOTIVE LN #109 |
| 098 -0408-055-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1976 LOCOMOTIVE LN #111 |
| 098 -0408-056-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1976 LOCOMOTIVE LN #113 |
| 098 -0408-058-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1930 DEPOT DR #114 |
| 098 -0408-059-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1930 DEPOT DR #112 |
| 098 -0408-060-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1930 DEPOT DR #110 |
| 098 -0408-061-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1930 DEPOT DR #108 |
| 098 -0408-062-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1930 DEPOT DR #106 |
| 098 -0408-063-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1930 DEPOT DR #104 |
| 098 -0408-064-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1930 DEPOT DR #102 |
| 098 -0408-065-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1930 DEPOT DR #100 |
| 098 -0408-067-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1921 DEPOT DR #101 |
| 098 -0408-068-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1921 DEPOT DR #103 |
| 098 -0408-069-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1921 DEPOT DR #105 |
| 098 -0408-070-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1921 DEPOT DR #107 |
| 098 -0408-071-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1921 DEPOT DR #109 |
| 098 -0408-072-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1921 DEPOT DR #111 |
| 098 -0408-073-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1921 DEPOT DR #113 |
| 098 -0408-074-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1921 DEPOT DR #115 |
| 098 -0408-076-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 153 GILLETTE PL #114 |
| 098 -0408-077-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 153 GILLETTE PL #112 |
| 098 -0408-078-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 153 GILLETTE PL #110 |
| 098 -0408-079-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 153 GILLETTE PL #108 |
| 098 -0408-080-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 153 GILLETTE PL #106 |
| 098 -0408-081-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 153 GILLETTE PL #104 |
| 098 -0408-082-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 153 GILLETTE PL #102 |
| 098 -0408-083-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 153 GILLETTE PL #100 |
| 098 -0408-121-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1832 RAILROAD AVE #100 |
| 098 -0408-122-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1832 RAILROAD AVE #102 |
| 098 -0408-123-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1832 RAILROAD AVE #104 |
| 098 -0408-124-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1832 RAILROAD AVE #106 |
| 098 -0408-125-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 1832 RAILROAD AVE #108 |
| 098 -0408-126-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 1832 RAILROAD AVE #110 |
| 098 -0408-127-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 1832 RAILROAD AVE #112 |
| 098 -0408-128-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 1832 RAILROAD AVE #114 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0408-129-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1832 RAILROAD AVE #116 |
| 098 -0408-130-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1832 RAILROAD AVE #118 |
| 098 -0408-132-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1874 RAILROAD AVE #100 |
| 098 -0408-133-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1874 RAILROAD AVE #102 |
| 098 -0408-134-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1874 RAILROAD AVE #104 |
| 098 -0408-135-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1874 RAILROAD AVE #106 |
| 098 -0408-136-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1874 RAILROAD AVE #108 |
| 098 -0408-137-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1874 RAILROAD AVE #110 |
| 098 -0408-138-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1874 RAILROAD AVE #112 |
| 098 -0408-139-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1874 RAILROAD AVE #114 |
| 098 -0408-140-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1874 RAILROAD AVE #116 |
| 098 -0408-141-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1874 RAILROAD AVE #118 |
| 098 -0408-142-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1874 RAILROAD AVE #120 |
| 098 -0408-148-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 170 N N ST #118 |
| 098 -0408-149-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 170 N N ST #116 |
| 098 -0408-150-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #114 |
| 098 -0408-151-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #112 |
| 098 -0408-152-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #110 |
| 098 -0408-153-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #108 |
| 098 -0408-154-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #106 |
| 098 -0408-155-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #104 |
| 098 -0408-156-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 170 N N ST #102 |
| 098 -0408-157-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 170 N N ST #100 |
| 098 -0408-159-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 162 ZEPHYR PL #100 |
| 098 -0408-160-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 162 ZEPHYR PL #102 |
| 098 -0408-161-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #104 |
| 098 -0408-162-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #106 |
| 098 -0408-163-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #108 |
| 098 -0408-164-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #110 |
| 098 -0408-165-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 162 ZEPHYR PL #112 |
| 098 -0408-166-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 162 ZEPHYR PL #114 |
| 098 -0408-168-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 157 ZEPHYR PL #115 |
| 098 -0408-169-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 157 ZEPHYR PL #113 |
| 098 -0408-170-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #111 |
| 098 -0408-171-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #109 |
| 098 -0408-172-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #107 |
| 098 -0408-173-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #105 |
| 098 -0408-174-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 157 ZEPHYR PL #103 |
| 098 -0408-175-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 157 ZEPHYR PL #101 |
| 098 -0408-177-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 168 GILLETTE PL #100 |
| 098 -0408-178-00 | CON | B2 | 1 | 0.000 | 1,880 | $0.00 | $0.00 | $451.20 | $53.01 | $504.21 | $0.00 | $0.00 | $170.05 | $0.00 | $170.04 | 168 GILLETTE PL #102 |
| 098 -0408-179-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #104 |
| 098 -0408-180-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #106 |
| 098 -0408-181-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #108 |
| 098 -0408-182-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #110 |
| 098 -0408-183-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #112 |
| 098 -0408-184-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #114 |
| 098 -0408-185-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 168 GILLETTE PL #116 |
| 098 -0408-186-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 168 GILLETTE PL #118 |
| 098 -0409-001-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2704 HOLLINGBURY CMN |
| 098 -0409-002-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2712 HOLLINGBURY CMN |
| 098 -0409-003-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2718 HOLLINGBURY CMN |
| 098 -0409-004-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2707 HOLLINGBURY CMN |
| 098 -0409-005-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2713 HOLLINGBURY CMN |
| 098 -0409-006-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2719 HOLLINGBURY CMN |
| 098 -0409-007-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2776 PATCHAM CMN |
| 098 -0409-008-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2784 PATCHAM CMN |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0409-009-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2792 PATCHAM CMN |
| 098 -0409-010-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2701 PATCHAM CMN |
| 098 -0409-011-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2709 PATCHAM CMN |
| 098 -0409-012-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2717 PATCHAM CMN |
| 098 -0409-013-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2725 PATCHAM CMN |
| 098 -0409-014-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2733 PATCHAM CMN |
| 098 -0409-015-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2741 PATCHAM CMN |
| 098 -0409-016-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2749 PATCHAM CMN |
| 098 -0409-017-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2757 PATCHAM CMN |
| 098 -0409-018-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2765 PATCHAM CMN |
| 098 -0409-019-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2773 PATCHAM CMN |
| 098 -0409-020-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2781 PATCHAM CMN |
| 098 -0409-021-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2789 PATCHAM CMN |
| 098 -0409-022-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2797 PATCHAM CMN |
| 098 -0409-023-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2805 PATCHAM CMN |
| 098 -0409-024-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2813 PATCHAM CMN |
| 098 -0409-025-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2821 PATCHAM CMN |
| 098 -0409-026-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2829 PATCHAM CMN |
| 098 -0409-027-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2837 PATCHAM CMN |
| 098 -0409-028-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2845 PATCHAM CMN |
| 098 -0409-029-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2853 PATCHAM CMN |
| 098 -0409-030-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2861 PATCHAM CMN |
| 098 -0409-031-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2869 PATCHAM CMN |
| 098 -0409-032-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2877 PATCHAM CMN |
| 098 -0409-033-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2885 PATCHAM CMN |
| 098 -0409-034-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2891 PATCHAM CMN |
| 098 -0409-035-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2895 PATCHAM CMN |
| 098 -0409-036-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2899 PATCHAM CMN |
| 098 -0409-037-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2858 PATCHAM CMN |
| 098 -0409-038-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2874 PATCHAM CMN |
| 098 -0409-039-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2880 PATCHAM CMN |
| 098 -0409-040-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2888 PATCHAM CMN |
| 098 -0409-041-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2892 PATCHAM CMN |
| 098 -0409-042-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2896 PATCHAM CMN |
| 098 -0410-001-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2902 WORTHING CMN |
| 098 -0410-002-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2904 WORTHING CMN |
| 098 -0410-003-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2906 WORTHING CMN |
| 098 -0410-004-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2908 WORTHING CMN |
| 098 -0410-005-00 | SFR | C1 | 1 | 8.084 | 2,013 | $43.03 | $244.41 | $483.12 | $56.76 | $827.32 | $3.79 | $21.52 | $182.08 | $0.00 | $207.38 | 2912 WORTHING CMN |
| 098 -0410-006-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2914 WORTHING CMN |
| 098 -0410-007-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2916 WORTHING CMN |
| 098 -0410-008-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2920 WORTHING CMN |
| 098 -0410-009-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2922 WORTHING CMN |
| 098 -0410-010-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2928 WORTHING CMN |
| 098 -0410-011-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2934 WORTHING CMN |
| 098 -0410-012-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2938 WORTHING CMN |
| 098 -0410-013-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2946 WORTHING CMN |
| 098 -0410-014-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2950 WORTHING CMN |
| 098 -0410-015-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2954 WORTHING CMN |
| 098 -0410-016-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2960 WORTHING CMN |
| 098 -0410-017-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2968 WORTHING CMN |
| 098 -0410-018-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2974 WORTHING CMN |
| 098 -0410-019-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2980 WORTHING CMN |
| 098 -0410-020-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2986 WORTHING CMN |
| 098 -0410-021-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2992 WORTHING CMN |
| 098 -0410-022-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2998 WORTHING CMN |
| 098 -0410-023-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2999 WORTHING CMN |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0410-024-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2995 WORTHING CMN |
| 098 -0410-025-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2991 WORTHING CMN |
| 098 -0410-026-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2885 WORTHING CMN |
| 098 -0410-027-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2977 PATCHAM CMN |
| 098 -0410-028-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2973 PATCHAM CMN |
| 098 -0410-030-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2951 PATCHAM CMN |
| 098 -0410-031-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2945 PATCHAM CMN |
| 098 -0410-032-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2937 PATCHAM CMN |
| 098 -0410-033-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2929 PATCHAM CMN |
| 098 -0410-034-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2921 PATCHAM CMN |
| 098 -0410-035-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2915 PATCHAM CMN |
| 098 -0410-036-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2907 PATCHAM CMN |
| 098 -0410-037-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2910 PATCHAM CMN |
| 098 -0410-038-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2918 PATCHAM CMN |
| 098 -0410-039-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2924 PATCHAM CMN |
| 098 -0410-040-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2932 PATCHAM CMN |
| 098 -0410-041-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2940 PATCHAM CMN |
| 098 -0410-042-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2948 PATCHAM CMN |
| 098 -0410-043-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2956 PATCHAM CMN |
| 098 -0410-044-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2951 WORTHING CMN |
| 098 -0410-045-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2949 WORTHING CMN |
| 098 -0410-046-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2943 WORTHING CMN |
| 098 -0410-047-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2937 WORTHING CMN |
| 098 -0410-048-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2735 OLD 1ST ST |
| 098 -0410-049-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2925 WORTHING CMN |
| 098 -0410-050-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2921 WORTHING CMN |
| 098 -0410-061-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2959 PATCHAM CMN |
| 098 -0410-062-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2967 PATCHAM CMN |
| 098 -0410-063-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2961 PATCHAM CMN |
| 098 -0410-070-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3000 WORTHING CMN |
| 098 -0410-071-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3004 WORTHING CMN |
| 098 -0410-072-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3008 WORTHING CMN |
| 098 -0410-073-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 3012 WORTHING CMN |
| 098 -0410-074-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 3015 WORTHING CMN |
| 098 -0410-075-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 3009 WORTHING CMN |
| 098 -0410-076-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3007 WORTHING CMN |
| 098 -0410-077-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3005 WORTHING CMN |
| 098 -0410-078-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 3003 WORTHING CMN |
| 098 -0410-079-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3001 WORTHING CMN |
| 098 -0413-001-00 | COM | B1 | 2 | 300.000 | 11,584 | $1,607.40 | $1,372.32 | $483.71 | $28.42 | $3,491.85 | $98.26 | $83.89 | $182.31 | $0.00 | $364.46 | 1934 1ST ST |
| 098 -0413-001-00 | MFR | B1 | 2 | 0.000 | 265,499 | $0.00 | $31,452.87 | $63,719.76 | $3,743.27 | $98,915.90 | $0.00 | $1,922.66 | $24,015.20 | $0.00 | $25,937.86 | 1934 1ST ST |
| 099 -0175-021-01 | COM | B2 | 1 | 0.000 | 16,382 | $0.00 | $0.00 | $684.06 | $80.37 | $764.43 | $0.00 | $0.00 | $257.82 | $0.00 | $257.82 | 1002 E STANLEY BLVD |
| 099 -0175-022-01 | COM | B2 | 1 | 0.000 | 984 | $0.00 | $0.00 | $41.09 | $4.83 | $45.92 | $0.00 | $0.00 | $15.49 | $0.00 | $15.48 | E STANLEY BLVD |
| | | | | 9,810.096 | 2,801,274 | $155,566.82 | $317,469.46 | $364,718.11 | $29,700.90 | $867,455.29 | $119,966.90 | $176,519.65 | $137,458.01 | $0.00 | $433,941.02 | |

* The FY 2022-23 Assessments have been rounded to the nearest even penny to meet the County of Alameda Auditor Controller submittal requirements.

LIVERMORE
CALIFORNIA

# CONSOLIDATED ANNUAL ENGINEER'S REPORT FOR THE CITY OF LIVERMORE'S LANDSCAPE MAINTENANCE DISTRICTS FOR FISCAL YEAR 2022-23

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

**CONSOLIDATED ANNUAL ENGINEER'S REPORT FOR THE CITY OF LIVERMORE – SIGNATURES**

**ANNUAL ENGINEER'S REPORT COVERING ALL CITY OF LIVERMORE LANDSCAPE MAINTENANCE DISTRICTS FOR FISCAL YEAR 2022-23**

The undersigned respectfully submits the enclosed report as directed by City Council of the City of Livermore.

DATE: _____ BY: _____

ROBERT VINN, P.E., City Engineer
RCE No. 51222

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2022.

BY: _____

MARIE WEBER, City Clerk
City of Livermore, Alameda County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Livermore, Alameda County, California, on the 27th day of June 2022.

BY: _____

MARIE WEBER, City Clerk
City of Livermore, Alameda County, California

LIVERMORE
CALIFORNIA

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# SECTION I

## Districts with Enduring Caps

LIVERMORE
CALIFORNIA

# I. DISTRICTS WITH AN ENDURING CAP

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MAINTENANCE DISTRICT NO. LL-801
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Part B – Definitions

Part C – Method of Apportionment

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# I. OVERVIEW

## A. Introduction

The City of Livermore ("City") annually levies and collects special assessments in order to provide and maintain the improvements within the Districts with an Enduring Cap ("Districts") and all Annexations/Districts. Each Annexation/District contained within this Engineer's Report ("Report") was formed pursuant to conditions of development, to provide and continue the operation and maintenance of public improvements installed as part of the development that benefit the properties within the developments and Annexations/Districts. The Annexations/Districts have been formed, and levied annually pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the 1972 Act). The Annexations/Districts are designated as follows:

| *Annexation/District No.* | *Annexation/District Name* | *Tract* |
|---|---|---|
| Annexation No. 1989-1 | Autumn Valley | 5990, 6128 |
| Annexation No. 1989-2 | Stratford | 5903, 6296, 6458, 6701, 6770, 6862, 6931 |
| Annexation No. 1989-4 | Amber Ridge | 6758, 6764, 6223, 6423, 6110, 5970 |
| Annexation No. 1990-2 | Monticello | 6156 |
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| Annexation No. 1994-3 | California Promenade I | 6652 |
| Annexation No. 1994-4 | Windmill Springs | 5958, 6628 |
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| *Annexation/District No.* | *Annexation/District Name* | *Tract* |
|---|---|---|
| Annexation No. 1996-3 | Beck-Concannon Blvd/Murdell Lane | 6054 |
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| Maintenance District No. LL-804 | Sonterra | 6811, 6812 |
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| Maintenance District No. LL-807 | Altamar | 6776 |
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| Maintenance District No. LL-810 | Contractor's Place | 7090 |
| Maintenance District No. LL-811 | Altamont II* | 6880 |
| Maintenance District No. LL-814 | Maralisa II* | 6863, 6941, 6942, 6943, Parcel "O" of 6433 |
| Maintenance District No. LL-823 | Dunsmuir | 6989, 7116, 7280, 7331, 7333, 7375, 7404, 7443, 7444 |
| Maintenance District No. LL-833 | Creekside | 7081 |
| Maintenance District No. LL-845 | Alden Lane Estates | 7345 |
| Maintenance District No. LL-846 | Rosegate | 7330 |
| Maintenance District No. LL-847 | Creekside Villas | Parcel Map 7941 |
| Maintenance District No. LL-848 | Scenic 7 Hills | 7392 |
| Maintenance District No. LL-849 | Habitat for Humanity | 7403 |
| Maintenance District No. LL-851 | L St. Traffic Calming | L Street |

| *Annexation/District No.* | *Annexation/District Name* | *Tract* |
|---|---|---|
| Maintenance District No. LL-852 | Vineyard Gate 2 | 7167 |
| Maintenance District No. LL-854 | The Grove | 7421, 7552 |
| Maintenance District No. LL-855 | Oaks Business Park | 7300 |
| Maintenance District No. LL-857 | Shea- Montage | 7610 |
| Maintenance District No. LL-858 | Arroyo Crossing | 7561 |
| Maintenance District No. LL-859 | Downtown LMD** | First Street Streetscape |
| Maintenance District No. LL-860 | Orchid Place | Tract 7428 |
| Maintenance District No. LL-861 | Kohl's | Kohl's Commercial |
| Maintenance District No. LL-862 | Magnolia Place | Tract 8061 |
| Maintenance District No. LL-863 | The Vines | Tract 8195 |

**These Districts share costs on a pro-rata basis with other Districts. Please see counterpart for more information.*
***See Section IV for Downtown LMD Engineer's Report.*

This Report includes a description of the Annexations/Districts, improvements, diagrams, Annexation/District budgets and the proposed annual assessments for Fiscal Year 2022-2023 in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the 1972 Act. The various improvements within the Annexations/Districts and the cost to provide those improvements are identified and budgeted independently. Each parcel within an Annexation/District is assessed proportionately for those improvements within the Annexation/District that provide a special benefit to that parcel.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor's Parcel Number—APN) by the Alameda County Assessor's Office. The Alameda County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments. *This definition does not apply to shared commercial or residential apartment properties or airspace condominiums. In those cases, the term parcel would refer to "units" or "acres" as is applicable to the property in a District.*

Following consideration of all public comments and any written protests at a noticed public hearing, and review of the Final Engineer's Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may, by resolution, order the levy and collection of assessments for Fiscal Year 2022-2023 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2022-2023.

## B. Proposition 218

On November 5, 1996, California voters approved Proposition 218. The provisions of Proposition 218, now Constitutional Article XIIIC and XIIID, are summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements for assessments.
4. Adds substantive and procedural requirements for property related fees and charges.

During Fiscal Year 2004/05, a Proposition 218 ballot measure was presented to all properties within the Districts. This ballot measure proposed the establishment of an Enduring Cap Assessment for all properties within the Annexations/Districts, as well as an inflationary clause of the local C.P.I. plus 1% to more accurately reflect the actual cost adjustments for the provision of maintenance services including utilities, labor, materials and equipment depreciation, to the established Enduring Cap Assessment. The ballot measure was approved by all Annexations/Districts comprising the Enduring Cap Districts. Over the next several years as additional districts voted and approved enduring caps, they were added to this group of districts.

## C. General Description of the Improvements and Benefits

The City annually levies and collects assessments in order to maintain and service the improvements within the separate Annexations/Districts that have an Enduring Cap Assessment. The Districts fund specific improvements and services that include the maintenance and operation of landscaping improvements and associated appurtenances located within the public right-of-ways and dedicated easements in each of the Annexations/Districts. The annual assessments are based on the historical and estimated costs to maintain the improvements that provide a benefit to properties within these Annexations/Districts. The improvements within each Annexation/District and the costs of those improvements are identified and budgeted separately, including all expenditures, deficits, surpluses and revenues.

The various improvements provided and maintained within the Annexations/Districts can be categorized as follows:

The benefits associated with parkway, perimeter, entryway, and local median landscaping are erosion control, dust control, and visual aesthetics that include, but are not limited to:

1. Improved aesthetic appeal of nearby parcels.
2. Enhanced adaptation of the urban environment within the natural environment.
3. Improved dust control.
4. Improved erosion resistance.
5. Improved drainage and flood control.

6. The special enhancement to the value of property, which results from the above benefits.
7. Enhanced recreational (trails, play equipment, open lawn areas).
8. Noise buffering and sight screening.

The assessments for each Annexation/District pay for services, maintenance and materials related to the improvements installed as part of the individual developments or are directly associated with the parcels within the Annexation/District that are assessed for those improvements. These improvements may include parkway or perimeter landscaping adjacent to the developments as well as specific in-tract landscaping improvements such as entryway or median landscaping and monuments associated with the development. To this extent, local landscaping improvements are associated with the individual developments and provide special benefits to the properties within those developments.

## D. Changes to the Districts with an Enduring Cap

Changes may include:

- The cost of maintaining the improvements (Budget);
- Changes in the annual assessments;
- Legislative changes that affect the Districts with an Enduring Cap
- Modifications to the Annexation/District structure that may include, but are not limited to alterations in the existing improvements and/or services, addition of new improvements or services, addition of benefit zones, annexation of parcels or revisions in the method of apportionment.

# II. DESCRIPTION OF EACH ANNEXATION/DISTRICT

This section of the Report contains a description of each Annexation/District as follows:

Part A – Plans and Specifications

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**Plans and specifications for all subdivisions (maintenance districts) are subject to periodic amendments to reflect field conditions, new technologies, revised standards, revised policies, adjustments to plants/trees and other plant materials, irrigation changes, etc.**

## A. Plans and Specifications

The plans and specifications and the assessment diagram have been filed separately with the Clerk of the legislative body and are incorporated in this report by reference.

The improvements are described as any or all of the following:

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances further described below. Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Annexation 1989-1, Autumn Valley:**

- Strip landscaping and irrigation on the north side of Shawna Street.
- Strip landscaping and irrigation on north side of Maureen Circle.
- Masonry wall along north tract boundary adjacent to railroad right of way.

**Annexation 1989-2, Stratford Park:**

- Backing Lot landscaping on Patterson Pass Road.
- Backing Lot landscaping on Vasco Road between Patterson Pass Road and Emily Way.
- Park landscaping within Parcel B of Tract 6862.
- Median landscaping and textured paving at Daphne Drive entrance.
- Median landscaping and textured paving at Arlene Way entrance.
- Wall adjacent to Vasco Road and Patterson Pass Road.
- Landscaping adjacent to the Arroyo Seco within Parcel A of Tract 6931.
- The bike path and pedestrian bridge over the Arroyo Seco.

**Annexation 1989-4, Amber Ridge:**

- Planter strip and backing lot landscaping on both the north side and the south side of North Mines Road from First Street to the northwest boundary of Tract 6423.
- Planter strip and backing lot landscaping on First Street from west boundary of Tract 5970 to Las Positas Road.
- Planter strip and backing lot landscaping on Newbury Street.
- Median landscaping and textured paving on N. Mines Road.
- Median Landscaping and textured paving on Newbury Street.

- Special entry walls, signs, lighting and landscaping at N. Mines Road and First Street intersection.
- 6-foot masonry wall adjacent to N. Mines Road and Newbury Street.
- 8-foot masonry wall adjacent to First Street.
- All front yard street trees located within the public right-of-way.
- Traffic calming device located in the vicinity of N. Mines Road.

**Annexation 1990-2, Monticello:**

- Public backing lot walls, more specifically identified as: The masonry wall along East Jack London Boulevard on Lots 1, 51-56, 92-94 and along Murrieta Boulevard on Lots 77-83.
- The special entry features at the intersections of East Jack London Boulevard at Roma and Turino Streets. These entry features include the special street paving, entry monuments, and landscaping at the entry monuments.
- One side of the wall facing Firenza Street and Firenza Court will be maintained (painted as required) by the Landscaping and Lighting Maintenance Assessment District. The opposite side is to be maintained by the adjacent homeowners. Any repairs for the common wall shall be shared equally, by both the Landscaping Assessment District, and the adjacent homeowners of the Tracts.

**Maintenance District No. LL-2, 1992-0, Portola Glen:**

*Phase I – Tract 6177 and 5645 (Portion)*

- Backing lot landscaping on Portola Avenue.
- Backing lot landscaping on Highland Street.
- Wall adjacent to Portola Avenue and Highland Street.
- Landscaping and irrigation adjacent to Edinburgh Drive, including the bike path.

*Phase II - Tract 6347*

- Mini-Park adjacent to Yorkshire Court and Edinburgh Drive.

Landscaping and irrigation adjacent to Edinburgh Street including the bike path.

**Annexation 1992-1, Scenic Arroyo Estates:**

- 4-foot high steel fence along the channel east of Arrowhead.
- Asphalt/concrete bike path east of Arrowhead.
- Special entry walls, sign, and landscaping at the Central Avenue and Woodrose Way intersection.
- Special entry walls, signs, and landscaping at the Lobelia Way and Central Avenue intersection.

- Median landscaping on Woodrose Way at Central Avenue.
- Median landscaping on Lobelia Way at Central Avenue.
- Landscaping north of the channel, east of Arrowhead.
- Landscaping south of the channel, east of Arrowhead
- Landscaping adjacent to Wildflower Drive, south of the channel.

**Annexation 1994-1, Danbury:**

Plans and specifications for the improvements are those prepared by Melvin Lee Associates for Tract 6155:

- The landscape improvements along the Central Avenue frontage including approximately 1,117 linear feet of 6-foot tall masonry wall located 8 feet in back of the sidewalk.
- The entry wall configuration at the Central Avenue and Wisteria Way intersection following the 45-degree diagonal for the street right-of-way, with the name Danbury Park in brass letters approximately 9 inches tall affixed to the wall on both sides of the entry. No special signage will be installed on the wall at the intersection of Central Avenue and Bobby Drive.
- The landscaping along the Central Avenue frontage including trees, shrubs, vines and ground cover planting covering an area of 9,100 square feet.

**Annexation 1994-2, Portola Meadows:**

Plans and specifications for the improvements are those prepared by MacKay and Somps, Civil Engineers, Inc., for Tracts 6522 & 6610 dated January 1993, and production landscape plans are those prepared by Rose Associates dated May 16, 1993:

- Public landscaping as delineated on the Landscaping and Lighting Assessment District, Maintenance District No. LL-2 and production landscape plans prepared by Rose Associates and approved by the City of Livermore. Public landscaping is defined as all natural and passive park areas, irrigation, decorative concrete, tot lot, trellis, picnic tables and benches and retaining walls located with the 4.2 acre park site (comprised of Parcel G of Final Map 6522 and Parcel B of Final Map 6610).
- Weed abatement and clearing of open space within the park site.

**Annexation 1994-3, California Promenade I:**

Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan and Murphy Associates for Tract 6652 dated September 1994:

- Public landscaping on the north side of Scenic Avenue and the west side of Laughlin Road.
- Public backing lot wall on Scenic Avenue and Laughlin Road (approximately 1300 linear feet).
- Any public special amenities located within the public right-of-way or easements.

- Landscaping, lighting, structure, surface paving and all other facilities within the area designated as Parcel 'A' of Tract 6652 and other facilities within the area designated as Village Green.

- All improvements in the access areas at the ends of cul-de-sacs.

**Annexation 1994-4, Windmill Springs:**

Plans and specifications for the improvements are those prepared by Associated Professions, Inc., for Tract 5958 and 6628, and the plans by Thomas E. Baak and Associates dated October 1994:

- Planter strip and backing lot landscaping on Hollice Lane.

- Masonry backing lot wall on Hollice Lane.

**Annexation 1994-6, California Nugget I:**

Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan and Murphy Associates for Tract 6741 dated June 1, 1994:

- 11/18 of the landscaping within Parcel "A" of Tract 6741 located on the south side of Shawna Street will be applied to Maintenance District No. LL-2, Annexation 1994-6, California Nugget I (7,100 s.f. x 11/18 = 4,339 s.f.). 7/18 of the landscaping within Parcel "A" of Tract 6741 will be applied to Maintenance District No. LL-832, California Nugget II (7,100 s.f. x 7/18 = 2,761 s.f.).

- 11/18 of 75% of the landscaping on the northerly slope of North Mines Road from the southwest corner of Lot 1 of Tract 6808 to the northwest corner of Parcel "A" of Tract 6808 will be applied to Maintenance District No. LL2, Annexation 1994-6, California Nugget I (11/18 x .75 x 25,000 s.f. = 11,458 s.f.). 7/18 of 75% of the landscaping on the northerly slope of North Mines Road will be applied to Maintenance District No. LL-832, California Nugget II (7/18 x .75 x 25,000 = 7,292 s.f.). The maintenance of the remaining 25% landscaping on the northerly slope of North Mines Road will be paid for by the City of Livermore (.25 x 25,000 s.f. = 6,250 s.f.).

- 11/18 of the masonry wall, 5-foot concrete sidewalk and entry monument on Shawna Street

- 11/18 of the masonry wall on North Mines Road

**Annexation 1994-7, Rincon Estates:**

Plans and specifications for the improvements are those prepared by Triple "E" Engineering & Surveying Company for Tract 6426 dated May 25, 1995:

- Landscaping and entry monuments at Rincon Avenue entrance to Marseille Avenue

- Median landscaping on Marseille Avenue

**Annexation 1994-8, Hallmark Collection:**

Plans and specifications for the improvements are those prepared by M.D. Fotheringham, Landscape Architect for Tract 6742 dated May 31, 1995:

- Landscaping and irrigation improvements at Parcel "B" of Tract 6742, including, but not limited to, trees, shrubs, ground cover, decorative interlocking concrete pavers, benches, lighting, masonry wall, and irrigation system components.

**Annexation 1995-1, Orchard Business Park**:

Plans and specifications for the improvements are those prepared by Singer and Hodges, dated March 18, 1988 for Tract 5406 and July 30, 1990 for Tract 6068, or improvement plans prepared by Nolte dated May 23, 1988 and Bissell & Karn dated December 28, 1990:

- A storm drain easement 80 feet wide (measured from the right of way line) along the southerly line of Las Positas Road extending a distance of 769 feet westerly of the centerline intersection of North Greenville Road and Las Positas Road; and a continuation of the same easement with a width of 90 feet southerly along the westerly line of North Greenville Road to a point 215 feet southerly of the centerline intersection of North Greenville Road and Los Positas Road.

- Decorative entry walls, four each, two located at the intersection of Las Positas Road at Greenville Road, one at the intersection of Southfront Road at the Freeway off-ramp, and one at the intersection of Southfront Road and Lawrence Drive.

- Median landscaping at the following locations:
  i) Las Positas Road from a point approximately 800 feet west of Lawrence Drive to its intersection with North Greenville Road.
  ii) Southfront Road from a point approximately 300 feet west of Longard Road to its intersection with North Greenville Road.
  iii) North Greenville Road from a point approximately 450 feet south of Los Positas Road to a point approximately 950 feet north of Southfront Road.
  iv) Mountain Vista Parkway from the intersection with Los Positas Road to the intersection with Southfront Road.
  v) Lawrence Drive at the intersection with Southfront Road to a point approximately 100 feet south of the intersection.

**Annexation 1995-2, Sandhurst:**

Plans and specifications for the improvements for Tracts 5866 and 6416 are those filed by Associated Professions, Inc., dated June, 1994, and those prepared by Robert Mitchell & Associates, dated June 26, 1995, and those prepared by Robert Gray & Associates. Improvement plans for Tracts 6711 and 6712 are those prepared by MacKay and Somps, dated July, 1994, and those prepared by Robert Mitchell & Associates, dated January 8, 1996:

- Trees, shrubs and groundcover between sidewalk and wall along the northern side of Concannon Boulevard between Isabel Avenue and Murdell Lane.

- Trees, shrubs and groundcover between existing path and wall along the eastern side of Isabel Avenue between Concannon Boulevard and the district's northern boundary.

- Approximately 2,300 square feet of turf located at the northern end of Tourmaline Court.

**Annexation 1995-4, Airport Business Park I:**

Plans and specifications for the improvements are those prepared by Greiner, Inc. and Greg Inc. & Associates, dated September, 1995:

- 8-foot high wall along East Jack London Boulevard with brick columns and brick cap.

- 6-foot high wall along both sides of Zeppelin Street.

- 2 entry monuments at corner of East Jack London Boulevard.

- Meandering concrete walkway along East Jack London Boulevard.

- Planting and irrigation between wall and face of curb on East Jack London Boulevard along Tract 6720 frontage.

- Planting and irrigation between wall and face of curb along both sides of Zeppelin Street.

**Annexation 1995-6, Alden Estates:**

Plans and specifications for the improvements are those prepared by Associated Professions Inc. for Tract 6073, and the plans by A.S. Dutchover & Associates:

- Planter strip and backing lot landscaping on Concannon Boulevard.
- Planter strip and backing lot landscaping on Murdell Lane.
- Masonry backing lot wall on Concannon Boulevard.
- Masonry backing lot wall on Murdell Lane.

**Annexation 1995-7, Scenic Links:**

Plans and specifications for the improvements are those prepared by Cunha Engineering Inc., and for landscaping are those prepared by M.D. Fotheringham Landscape Architects, for Tract 6687 dated March 20, 1996 for Tract 6757 dated June 12, 1996:

- Backing lot landscaping on Vasco Road.
- Wall adjacent to Vasco Road.
- Decorative concrete paving in Augusta Way and in Big Basin Road.

**Annexation 1996-1, Portola Collection:**

Plans and specifications for the improvements are those prepared by Nuvis, or as included in the improvement plans prepared by Associated Professions, Inc.

- Planter strip and backing lot landscaping and irrigation along Portola Avenue, adjacent to Lots 1-3 and 18-24.
- Special entry walls, signs, lighting, crosswalk and landscaping at Blackwood Common and Portola Avenue Intersection.
- 7-foot masonry backing lot wall with 18-inch high planter walls and 18-inch wide concrete mow-band along Portola Avenue, adjacent to Lots 1-3 and 18-24.

**Annexation 1996-2, Altamont #1:**

Plans and specifications for the improvements are those prepared by O'Dell Engineering dated April 5, 1996 and Baak & Associates dated July 25, 1996 for Tract 6751:

- Backing lot landscaping along the west side of Laughlin Road approximately 400 feet south of Altamont Creek Drive to approximately 200 feet north of Altamont Creek.
- Public backing lot wall along the west side of Laughlin Road from approximately 400 feet south of Altamont Creek Drive to approximately 200 feet north of Altamont Creek Drive.
- Decorative surface paving, public improvements, and all other appurtenant facilities within Lots D, E, and F of Tract 6751.
- 54/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to District Altamont I (1996-2) Tract 6751 (0.82 acres x 54/123 = 0.36 acres). 69/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to Maintenance District No. LL-811 Altamont II, Tract 6880 (0.82 acres x 69/123 = 0.46 acres).

- 54/123 of the landscaping and open space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Altamont I, (1996-2), Tract 6751 (3.54 acres x 54/123 = 1.55 acres). 69/123 of the landscaping and open space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (3.54 acres x 69/123 = 1.99 acres).

- 54/123 of the weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Altamont I, (1996-2) Tract 6751 (4.21 acres x 54/123 = 1.85 acres). 69/123 of the weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (4.21 acres x 69/123 = 2.36 acres).

- 54/123 of the landscaping and open space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Altamont I, (1996-2) Tract 6751 (0.67 acres x 54/123 = 0.30 acres). 69/123 of the landscaping and open space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (0.67 acres x 69/123 = 0.37 acres).

**Annexation 1996-3, Beck-Concannon Blvd/Murdell Lane:**

Plans and specifications for the improvements are those prepared for Tract 6054 by Associated Professions, Inc. dated October 1996, and the plans by A.S. Dutchover, dated September 1990:

- Backing lot landscaping on the south side of Concannon Boulevard along the Tract 6054 frontage;

- Backing lot landscaping on the east side of Murdell Lane along the Tract 6054 frontage;

- Masonry backing lot wall on the south side of Concannon Boulevard along the Tract 6054 frontage; and,

- Masonry backing lot wall on the east side of Murdell Lane along the 6054 frontage.

**Annexation 1996-5, Sterling Reserve I:**

Plans and specifications for the improvements are those prepared for Tract 6387 by Alexander & Associates, Inc., dated April 3, 1997, landscaping plans for said tract prepared by A. S. Dutchover & Associates, dated April 3, 1997, and the Street light plans prepared by Robert Gray and Associates, dated April 3, 1997:

- Installation, maintenance, and operation, to include repair, replacement and servicing of trees, shrubs, plantings, and irrigation systems, together with earth-berms, slopes, curbs, root deflectors, masonry walls, and concrete or wood appurtenances, all as delineated on the landscape and irrigation plans for Tract 6387 prepared by A. S. Dutchover & Associates, and on the improvement plans for said tract prepared by Alexander & Associates, Inc. or as specified in the City of Livermore standards details and specifications and further described as:

- Backing lot landscaping on the west side of Murdell Lane from Alden Lane to the northerly Tract line.

- Entry median islands at South Sea Way and White Fang Way.

**Annexation 1996-6, Sterling Reserve 2:**

Plans and specifications for the improvements are those prepared for Tract 6208 by Alexander & Associates, Inc. dated April 3, 1997, and the landscaping plans for said tract prepared by A. S. Dutchover 7 Associates, dated November 28, 1995:

- Installation, maintenance, and operation, to include repair, replacement and servicing of street

trees, shrubs, plantings, and irrigation systems, together with earth-berms, slopes, curbs, root deflectors, masonry walls, and concrete or wood appurtenances, all a delineated on the landscape and irrigation plans for Tract 6208 prepared by A. S. Dutchover & Associates, and on the improvement plans for said tract prepared by Alexander & Associates Inc., or as specified in the City of Livermore standard details and specifications and further described as.

- Backing lot landscaping on the west side of Murdell Lane from the southerly tract line of Tract 6208 to the northerly tract line of Tract 6208.

**Annexation 1996-7, Devon Place:**

Plans and specifications for the improvements are those prepared by DeBolt Civil Engineering for Tract 6801, dated April 3, 1996, and the landscaping plans for said tract prepared by Borrecco-Kilian & Associates, dated July 30, 1995:

- 18-foot wide landscape strip on the south side of Devon Place from Hillcrest Avenue to west tract boundary and the west end of Devon Place.

- Stone pilaster and wrought iron fencing along the south tract boundary from Hillcrest Avenue to the west boundary of Tract 6801.

**Annexation 1996-8, Maralisa I:**

Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan Murphy and Associates, Inc. for Tracts 6433, 6941, 6942, 6943, and 6863 dated November 1996 through March 1998. 251/312 of the cost for the following improvements will be applied to Maintenance District No. LL-814 of Maralisa Tracts 6863, 6941, 6942, 6943, and Parcel 'O' of Tract 6433, and 61/312 of the cost for the following improvements will be applied to Maintenance District No. LL-2 of Maralisa Tract 6433:

- Backing lot landscaping and masonry wall on the south side of Garaventa Ranch Road and on the west side of Garaventa Ranch Road from the west end of Lot 55, Tract 6433, to the south end of Lot 84, Tract 6433.

- Entry median island at Garaventa Ranch Road.

- Entry monument feature and landscaping at the northeast corner of Vasco Road an Garaventa Ranch Road.

- Public landscaping for the east side of Vasco Road from Garaventa Ranch Road to the north line of Parcel 'O'.

- All improvements in the access areas at the ends of cul-de-sacs including but not limited to:
  (i) Trees, turf, shrubs and all planting and ground cover.
  (ii) Irrigation.
  (iii) 5-foot concrete walks connecting courts with Garaventa Ranch Road.
  (iv) Concrete mow band.
  (v) Wood bench.
  (vi) Masonry wall.

- Backing lot landscaping and masonry wall on the north side of Garaventa Ranch Road from the southwest corner line of Lot 8, Tract 6941, to Hawk Street.

- Backing lot landscaping and masonry wall on the east side of Garaventa Ranch Road from Altamont Creek Drive to the end of Garaventa Ranch Road also being the southwest corner of Lot 110, Tract 6943.

**Annexation 1996-9, California Ranch:**

Plans and specifications for the improvements are those prepared by Ruggeri-Jensen and Associates, dated January 7, 1997, and landscaping plans prepared by John Nichol & Associates, dated September 26, 1996.

- Landscaping and masonry walls south of Sutter Street (extension), south of Stetson Way and south and east of Stetson Court.

- Gate assembly and gravel surfacing northeast of Stetson Court (east of Lot 25 or Tract 6840).

**Annexation 1997-2, California Mountain View I:**

Plans and specifications for the improvements are those prepared by John Nichol & Associates and by Bryan & Murphy Associates for Tract 6846, dated August 1996:

- Median island at Big Basin Road from Scenic Avenue to the southerly property line of lot 78

**Annexation 1997-3, California Mountain View II:**

Plans and specifications for the improvements are those prepared by John Nichol & Associates and by Bryan & Murphy Associates for Tract 6847, dated August 1996:

- Landscaping and irrigation, lighting, and hard surfacing on Parcel 'B'.

**Annexation 1997-4, National Drive:**

Plans and specifications for the improvements are those prepared for Tract 6783 by DeBolt Civil Engineering, dated December, 1996, and the landscaping plans for said tract prepared by Aitken & Associates, dated December, 1996:

- The median island on National Drive at the intersection with Greenville Road.

- The new island and modified island at the Brisa/National Drive intersection.

- The parcel adjacent to Lot 10 of Tract 5432 created with the re-alignment of National Drive (Station 28+10± to Station 32.05±).

- The parcel west of Lot 21 created with the re-alignment of National Drive (Station 36+50± to Station 38+70±).

**Annexation 1997-5, Dover:**

Plans and specifications for the improvements are those prepared for Tract 6688 by Thompson Hysell Engineers, Inc., dated December 4, 1996, and the landscaping plans for said tract prepared by Polhemus Enterprises by Ron Polhemus, dated November 1996:

- Backing lot landscaping on the east side of Vasco Road adjacent to Tract 6688; from 130 linear feet south of Augusta Way to 350 linear feet south of Augusta Way.

- Median islands at Big Basin Way.

- Backing lot masonry wall on the east side of Vasco Road, adjacent to the project.

- Decorative paving at the intersection of Big Basin Way and Saint Andrews Way.

- Landscaping in the medians in Big Basin Way.
- Landscaping in Parcel B.
- Landscaping and sidewalk in Parcel E.
- Landscaping and sidewalk in Parcel F.

**Maintenance District No. LL-801, Mt. Day:**

Plans and specifications for the improvements are those prepared for Tract 6537 by Cunha Engineering Inc., dated January 15, 1997.

- Landscaping at the end of Mt. Day Drive

**Maintenance District No. LL-802, Lomitas Avenue/ Ryan Street:**

Plans and specifications for the improvements are those prepared by Earl E. Mason, Civil & Structural Engineer, dated August, 1997.

- Landscaping on Lomitas Avenue at the entrance to Kara Place, Ryan Street & Jeffrey Street, both sides of the streets, with approximately 800 square feet on each of the six corners;
- Landscaping in a 20-foot diameter island at the south end of Kara Place

**Maintenance District No. LL-803, Ridgecrest:**

Plans and specifications for the improvements are those prepared for Tract 6807 by Thompson- Hysell Engineers, Inc., dated June 18, 1997, and the landscaping plans for said tract prepared by Calvin E. Bright and Marjorie H. Bright, dated March 1997.

- Backing lot landscaping and sidewalk on the north side of First Street adjacent to Tract 6807; from 480 linear feet east of Scott Street to 900 linear feet west of Portola Avenue.
- Backing lot landscaping and sidewalk on the south side of Portola Avenue adjacent to Tract 6807; from 380 linear feet east of Mitchell Street to 800 linear feet west of First Street.
- Backing lot masonry walls on First Street and Portola Avenue, adjacent to project.
- Landscaping, sidewalks, and masonry walls for pedestrian access way between Ridgecrest Circle and Murphy Street.

**Maintenance District No. LL-804, Sonterra:**

Plans and specifications for the improvements are those prepared by Associated Professions, Inc., dated May, 1997, for Tract 6811 and 6812, and landscape and irrigation plans by Ralph Sherman Associates dated August 19, 1997.

- Backing lot landscaping on the west side of Vasco Road along the Tract 6811 and Tract 6812 frontage;
- Masonry backing lot wall on the west side of Vasco Road along Tract 6811 and Tract 6812 frontage;

- Public landscaping along Lobelia Way

**Maintenance District No. LL-806, Saddleback:**

Plans and specifications for the improvements are those prepared by Udi-Tetrad Consulting Engineers, Inc., dated September 1997, including the landscape plans contained therein.

- Backing Lot Landscaping on the north side of Dalton Avenue for lots 1 through 12 and 78.
- Landscaping and weed abatement at the Gelding Lane and Martingale Lane subdivision entrances along Dalton Avenue, with open space Parcels A & B.
- Wall along the rear of the lots adjacent to Dalton Avenue and Ames Street and at the Gelding Lane and Martingale Lane subdivision entrances. Wall is located within a public landscape easement as shown on the Final Map for Tract 6886.
- Maintenance of swales.

**Maintenance District No. LL-807, Altamar:**

Plans and specifications for the improvements are those prepared for Tract 6776 by Thompson- Hysell, Inc., dated September, 1997, and the landscaping plans for said tract prepared by John Nichol & Associates, dated September, 1997.

- Backing lot landscaping on the east side of Vasco Road adjacent to Tract 6776; from approximately 33 linear feet south of Garaventa Ranch Drive centerline to approximately 710 linear feet south of Garaventa Ranch Drive centerline.
- Backing lot landscaping on the south side of Garaventa Ranch Drive adjacent to Tract 6776; from approximately 90 linear feet east of Vasco Road centerline to approximately 785 feet east of Vasco Road centerline.
- Backing lot landscaping on the west side of Altamar Way from Garaventa Ranch Drive to approximately 160 linear feet south of Garaventa Ranch Drive centerline.
- Backing lot masonry wall on east side of Vasco Road, adjacent to Tract 6776 (Lots 25-32).
- Backing lot masonry wall on south side of Garaventa Ranch Drive, adjacent to Tract 6776(Lots 1, 33-38).
- Backing lot masonry wall on west side of Altamar Way adjacent to Lot 38.

**Maintenance District No. LL-808, Meadows:**

Plans and specifications for the improvements are those prepared by Associated Professions, Inc., dated July, 1997, for Tract 6903, and the landscape and irrigation plans by BAAK & Associates.

- Backing lot landscaping on the west side of Laughlin Road along the Tract 6903 frontage.
- Masonry backing lot wall on the west side of Laughlin Road along the Tract 6903 frontage.
- Post and rail fence on the west side of Laughlin Road along the Tract 6903 frontage.

- Lot 'A' open space, weed abatement.
- Multi-Use trail on Laughlin.
- Access path along the northerly property line of lot 13.
- Landscaping along back of Lots 7 thru 13 and between detention basins.

**Maintenance District No. LL-810, Contractor's Place:**

Plans and specifications for the improvements are those prepared by Kier & Wright Civil Engineers & Surveyors, Inc., Robert Gray & Associates, and Guzzardo and Associates, Inc., dated October, 1997.

- Landscaping within the 10-foot wide strip between the south side of Contractors Place and the Southern Pacific Railroad right of way. This strip is also the proposed 10-foot wide bicycle and pedestrian trail easement.

**Maintenance District No. LL-811, Altamont II:**

Plans and specifications for the improvements are those prepared by O'Dell Engineering, dated December 10, 1996, and Isaacson, Wood & Associates, dated February 18, 1997.

- Backing lot landscaping along the west side of Laughlin Road from approximately 300 feet north of Altamont Creek Drive to approximately 1200 feet north of Altamont Creek Drive.
- Public backing lot wall along the west side of Laughlin Road from approximately 300 feet north of Altamont Creek Drive to approximately 1200 feet north of Altamont Creek Drive.
- Decorative surface paving, public-improvement wood fence, and all other appurtenant facilities within Lot A of Tract 6880.
- Weed abatement and clearing of open space within Lot A of Tract 6880.
- Landscaping an open space along the rear and side property lines of Lots 27-29, 34-39, 42-52 and 67-69 within Lot A of Tract 6880.
- 69/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (0.82 acres x 69/123 = 0.46 acres). 54/123 of the landscaping and opens space within Lot B of Tract 6751 will be applied to Altamont I, (1996-2) Tract 6751 (0.82 acres x 54/123 = 0.36 acres).
- 69/123 of the landscaping and opens space from North toe of slope to South toe of slope within Lot C of Tract 6751 will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (3.54 acres x 69/123 = 1.99 acres). 54/123 of the landscaping and opens space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Altamont I, (1996-2) Tract 6751 (3.54 acres x 54/123 = 1.55 acres).
- 69/123 of weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (4.21 acres x 69/123 =

2.36 acres). 54/123 of weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Altamont I, (1996-2) Tract 6751 (4.21 acres x 54/123 = 1.85 acres).

- 69/123 of the landscaping and opens space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Maintenance District No. LL-811, Altamont II, Tract 6880 (0.67 acres x 69/123 = 0.37 acres). 54/123 of the landscaping and opens space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Altamont I, (1996-2) Tract 6751 (0.67 acres x 54/123 = 0.30 acres).

**Maintenance District No. LL-814, Maralisa II:**

Plans and specifications for the improvements are those prepared by John Nicol & Associates, Inc. and David Evans and Associates, Inc. dated from November 1996 to March 1998.

- Backing lot landscaping and masonry wall on the south side of Garaventa Ranch Road and on the west side of Garaventa Ranch Road from the west end of Lot 55, Tract 6433, to the south end of Lot 84, Tract 6433. Entry median-island at Garaventa Ranch Road.

- Entry monument feature and landscaping at the northeast corner of Vasco Road and Garaventa Ranch Road.

- Public landscaping as follows:

- East side of Vasco Road from Garaventa Ranch Road to the north line of Parcel 'O'.

- All improvements in the access areas at the ends of cul-de-sacs including but not limited to: Trees, turf, shrubs and all planting and ground cover, irrigation, 5-foot concrete walks connecting courts with Garaventa Ranch Road, concrete mow band, wood bench and masonry wall.

- Backing lot landscaping and masonry wall on the north side of Garaventa Ranch Road from the southwest corner line of Lot 8, Tract 6941, to Hawk Street.

- Backing lot landscaping and masonry wall on the east side of Garaventa Ranch Road from Altamont Creek Drive to the end of Garaventa Ranch Road also being the southwest corner of Lot 110, Tract 6943.

**Maintenance District No. LL-823, Dunsmuir:**

Plans & specifications for the improvements are those prepared for Tract 6989, 7116 Lindenwood, 7116 South Vasco, 7280, 7331, 7333, 7375, 7404, 7443 & 7444 prepared by Carlson, Barbee & Gibson, Inc., Meridian Associates, Inc., and Guzzardo &Associates Inc. Plans and specifications and the assessment diagram have been filed separately with the legislative body and are incorporated in this Report by reference.

Improvements, which are the subject of this report, are briefly described as any or all of the following:

The installation, maintenance and operation to include repair, replacement and servicing of street

trees, shrubs, plantings and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, masonry walls and concrete or wood appurtenances, all as delineated on the improvement plans for the above referenced Tracts or as specified in the City of Livermore standard details and specifications and further described as:

Subdivision 6989

- Median landscaping within public rights of way of Maintenance District No. LL-823 (Carnegie Way, Maybeck Lane, Hill Circle).

- Landscaping within Parcels A, C, and E, and H as shown on Tract Map 6989, Charlotte Way Landscaping and Median Island Landscaping within Maintenance District No. LL-823.

- Swale landscaping on the west side of Carnegie Loop adjacent to open space within Maintenance District No. LL-823.

- Landscaping on the north and south sides of Carnegie Way between the back of curb and sidewalk and swale landscaping adjacent to the northwest side of Parcel E.

- Split-rail fencing adjacent to open space along the south side of Lawson Circle and along the west side of Carnegie Loop.

- Pedestrian path within Parcels B of Tract 7116 and Parcel B of Tract 6989.

- Split-rail fencing adjacent to East Avenue (west of Charlotte Way) and Parcels A and H as shown on the Improvement Plans for Tract Map 6989 within Maintenance District No. LL-823.

Subdivision 7116 Lindenwood

- Median landscaping within public rights of way along Charlotte Way from Flagg Lane to South Vasco Road.

- Landscaping within Parcels A, B, and E as shown on Tract Map 7116, which includes Charlotte Way E. side frontage, and the East Side Trail.

- Landscaping between the sidewalk and curb on the westside of Charlotte Way from Flagg Lane south to South Vasco Road.

- Landscaping between the sidewalk and curb on the eastside of Charlotte Way from Flagg Lane south to South Vasco Road.

Subdivision 7116 South Vasco

- Landscaping within public rights of way on the West side of South Vasco Road from Tesla Road to East Avenue.

- Median landscaping within public rights of way along South Vasco Road from Tesla Road to East Avenue.

Subdivision 7280

- Swale landscaping on the south side of Lawson Circle adjacent to open space within Maintenance District No. LL-823 (continued)

Subdivision 7331

- Median landscaping within public rights of way of Maintenance District No. LL-823 (Senger Way, Elston Way).
- Landscaping within Parcels A & B as shown on Tract Map 7331, which is landscaping behind sidewalk along the north side of Charlotte Way.
- Split-rail fencing adjacent to the Vineyard (Parcel C of Tract 7331).

Subdivision 7333

- Landscaping within parcels A & B as shown on Tract Map 7333, west side of Vasco Road.
- Landscaping within Parcel C as shown on Tract Map 7333, which is a buffer between Robinson Circle and Decker Lane.

Subdivision 7375

- Median landscaping within public rights of way of Maintenance District No. LL-823 (Tilden Way).
- Swale landscaping on the north side of Moreland Way (or Tufts Way) adjacent to open space within Maintenance District No. LL-823.
- Landscaping between the sidewalk and curb on the north side of Charlotte Way (Parcel D).
- Landscaping between the sidewalk and curb on the south side of Charlotte Way (Parcels E & F).
- Landscaping within Parcels A & B as shown on Tract Map 7375, which is behind the sidewalk along the north side of Charlotte Way.

Subdivision 7404

- Median landscaping within public rights of way of Maintenance District No. LL-823 (Kellog Loop (or Tilden Way), Kellog Court, and Kellog Place).
- Landscaping within Parcels A & B as shown on Tract Map 7404, which is behind the sidewalk along the south side of Charlotte Way.
- Split-rail fencing behind Parcel B and Kellog Court.
- Future public landscaping and special amenities on Tentative Tract Map 6989 within Maintenance District No. LL-823.

Subdivision 7443

- Median landscaping within public rights of way of Maintenance District No. LL-823 (Flagg Lane, Stockton Loop).
- Landscaping within Parcel C as shown on Tract Map 7443, which is entry landscaping along Stockton Loop.
- Swale landscaping on the west side of Stockton Loop adjacent to open space within Maintenance District No. LL-823.

- Swale landscaping on the north side of Flagg Lane adjacent to open space within Maintenance District No. LL-823.

- Landscaping within Parcel & B as shown on Tract Map 7443, which is landscaping behind sidewalk along the west side of Charlotte Way.

- Split-rail fencing adjacent to Flagg Lane and Stockton Loop.

Subdivision 7444

- Median landscaping within public rights of way of Maintenance District No. LL-823 (McLarren Court and Thomas Court).

- Landscaping on the south side of Cooper Circle adjacent to lots 39 & 48.

- Landscaping on the south side of Gates Circle heading north to the east side of Gates Circle.

**Maintenance District No. LL-833, Creekside:**

Plans and specifications for the improvements are those prepared for Tract 7081 by John Nicol and Associates, Inc., dated July 7, 2000.

- Backing lot landscape on Herman Ave from Northerly tract boundary to Northfront Road.

- Entry landscaping at Rubicon Way and Herman Way.

- Masonry Wall on Herman Ave from Lot 8 to Lot 99.

- Landscaping within the full width of the Big Basin Emergency Vehicle Access.

- Landscaping within Parcel B of Tract 7081.

**Maintenance District No. LL-845, Alden Lane Estates:**

Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson for Tract 7345.

- Backing Lot Landscaping on Holmes Street for Tract 7345 from the southerly tract boundary to the northerly tract boundary.

- Wall adjacent to Holmes Street for Tract 7345 from the southerly tract boundary to the northerly tract boundary.

- Landscaping within Parcel A of Tract 7345.

**Maintenance District No. LL-846, Rosegate:**

Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson for Tract 7330.

- Landscaping and concrete sidewalks adjacent to Scenic Avenue, within Parcel C, as shown on Tract Map 7330 within Maintenance District No. LL-846.

- Masonry wall adjacent to Scenic Avenue.

**Maintenance District No. LL-847, Creekside Villas:**

Plans and specifications for the improvements are those prepared by John Nicol and Associates, Inc. and by David Evans and Associates, Inc for Parcel Map 7941.

- Entry landscaping at Vasco Road and Forget-Me-Not Common.

- Masonry Wall along Vasco Road adjacent to Parcel Map 7941.

- Landscaping along the east side of the Vasco Road Right of Way adjacent to Parcel Map 7941 within the landscape easement.

- Decorative crosswalk paving within the Vasco Road Right of Way at the entrance to Forget-Me-Not Common.

**Maintenance District No. LL-848, Scenic 7 Hills:**

Plans and specifications for the improvements are those prepared by Cunha Engineering, Inc. for Tract 7392.

- Backing Lot Landscaping on Vasco Road for Tract 7392 from the southerly tract boundary to the northerly tract boundary.

- Backing Lot Landscaping on Scenic Avenue for Tract 7392 from the easterly tract boundary to the westerly tract boundary.

- Wall adjacent to Vasco Road for Tract 7392 from the southerly tract boundary to the northerly tract boundary.

- Wall adjacent to Scenic Avenue for Tract 7392 from the easterly tract boundary to the westerly tract boundary

- Landscaping within the islands on Baltusrol Court, Winged Foot Court, and Riviera Court.

**Maintenance District No. LL-849, Habitat for Humanity:**

Plans and specifications for the improvements are those prepared by Luk and Associates, for Tract 7403.

- Landscaping within Parcel A of Tract 7403

- Island Median @ bulb of Freeda Court

**Maintenance District No. LL-851, L Street Traffic Calming:**

Plans and specifications for the improvements are those prepared by City Staff for the Traffic Circle at South L Street and Sixth Street intersection. These improvements generally include a traffic circle, traffic signage, lighting, and landscaping.

**Maintenance District No. LL-852, Vineyard Gate 2**

Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson, Inc. and Anthony M. Guzzardo & Associates, Inc. for Tract 7167.

- Landscaping and sidewalks on both sides of Rutherford Lane from Vasco Road up to, and including, the emergency vehicle access adjacent to lot 20 on the north side of Rutherford Lane and up to lot 1 on the south side of Rutherford Lane as shown on Tract 7167 within Maintenance District No. LL-852.

- Median Landscaping within public rights of way of Maintenance District No. LL-852.

- Swale Landscaping on both sides of Rutherford Lane between Vasco Road and lot 20 on the north side of Rutherford Lane and between Vasco Road and lot 1 on the south side of Rutherford lane.

- Split rail fencing adjacent to open space along Rutherford Lane.

**Maintenance District No. LL-854 , The Grove**

Plans and specifications for the improvements are those prepared by Ruggeri-Jensen-Azar & Associates for Tract 7421 and Tract 7552.

Subdivision 7421

- Median landscaping within Tentative Tract 7421.

- Median landscaping at intersection of Sonia Street and North Mines Road.

- Play area and play equipment within the Parcel C park area.

- Pedestrian walkways and footbridges, benches, trash receptacles, recycling receptacles, recreation areas and decorative pedestrian lighting within Parcel B and Parcel C.

- Landscaping and irrigation within Parcels A, B, C and F.

- EVA (emergency vehicle access) road and public access road, landscaping and irrigation and decorative pedestrian lighting within Parcel D and the Hillcrest Avenue right-of-way area.

Subdivision 7552

- Landscaping and irrigation and pedestrian lighting within Lot A.

**Maintenance District No. LL-855, The Oaks Business Park**

Plans and specifications for the improvements are those prepared by Kier & Wright and Reed & Associates for Tract 7300.

Subdivision 7300

Installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, plantings and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 7300 prepared by Kier & Wright and Reed & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Median landscaping within public rights of way of Maintenance District No. LL-855
- Landscaping along Isabel Avenue western buffer strip.
- Multi-use trail, swale and landscaping along the south side of Jack London Boulevard within the trail and 35 foot Landscape Easement.
- Detention basin maintenance within lot 9 as shown on the improvement plans for Tract Map 7300.
- Multi-use trail along the eastern side of lot 9 as shown on improvement plans for Tract Map 7610.
- Multi-use trail between lot 9 and lot 7 as shown on the improvement plans for Tract Map 7300.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-857, Montage – Shea Homes**

Plans and specifications for the improvements are those prepared by McKay & Somps for Tract 7610

Subdivision 7610

Installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, plantings and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 7610 prepared by McKay and Somps or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Median landscaping within public right-of-way on Campus Hill Drive.
- Median landscaping within public right-of-way on Portola Avenue east of Campus Hill Dr.

- Cayetano Park area east of Campus Hill Drive (portion of the cost to maintain).
- Trail along Campus Hill Drive and adjacent to northern property line of Tract 7610.
- Future landscaping and special amenities installed with the future residential development east of future Isabel Avenue and south of Portola Avenue which includes additional medians on Portola Avenue east of Isabel Avenue and a multi-use trail from Collier Canyon Creek to just south of the Portola overcrossing.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-858, Arroyo Crossing – Tract 7561**

Plans and specifications for the improvements are those prepared by McKay & Somps for Tract 7561

Subdivision 7561

Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems, and a tot lot together with median swales, AC paving pathway, concrete pathway and other appurtenances, all as delineated on the improvement plans for Tract 7561 prepared by Ruggeri-Jenson-Azar & Associates and Ripley Design Group or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- All landscaping and concrete pedestrian pathway within Parcel A and the public pedestrian access easement in Lot A within Tract 7561.
- All landscaping and swales within the medians along Rivers Bend Circle.
- All landscaping and the masonry wall with entry features along Arroyo Road within Parcels B and C of Tract 7561.
- All landscaping on the Livermore Area Recreation and Parks District (LARPD) property along the south side of Robertson Park Road and the eastern boundary of Tract 7561.
- AC pedestrian pathway and landscaping on the Livermore Area Recreation and Parks District (LARPD) property along the north side of Robertson Park Road from Arroyo Road to the Public Pedestrian Access Pathway.
- Entry features at the entrance of Robertson Park Road on the Livermore Area Recreation and Parks District (LARPD) property.
- Tot lot located on the Livermore Area Recreation and Parks District (LARPD) property.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District – LL-859, Downtown Landscape Maintenance District**

See Section IV of this report for information regarding the Downtown Landscape Maintenance District.

**Maintenance District No. LL-860, Orchid Place – Tract 7428**

Plans and specifications for the improvements are those prepared by Alexander and Associates, Civil Engineers, for Tract 7428

Subdivision 7428

Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with AC paving, pathways and other appurtenances, all as delineated on the improvement plans for Parcel Map 9189 prepared by Alexander & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Backing lot landscaping on Vasco Road including the masonry wall, landscaping within Parcel "A" and the multi-use trail.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-861, Kohl's – Parcel Map 9189**

Plans and specifications for the improvements are those prepared by Kier and Wright, Civil Engineers, for Parcel Map 9189

Subdivision 9189

Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete and wood appurtenances, all as delineated on the improvement plans for Parcel Map 9189 prepared by Kier & Wright and Reed & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Multi-Use Trail and landscaping along the north side of Parcel Map 9189 within the 20.5 foot trail and creek buffer zone as shown within the improvement plans for Parcel Map 9189.

- Wood rail fence along the southern edge of the multi-use trail and the wire mesh "view" fence along the northern edge of the multi-use trail

- Seating area including the stamped concrete path, drinking fountain, and benches.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-862, Magnolia Place – Tract Map 8061**

Plans and specifications for the improvements are those prepared by Kier and Wright, Civil Engineers, for Parcel Map 9189

Subdivision 8061

Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, masonry walls and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 8061 prepared by MacKay & Somps (Civil) and Gates &

Associates (Landscape Architect) or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Backing lot landscaping on Central Avenue for Tract 8061 from the southerly tract boundary to the northerly tract boundary.

- Frontage landscaping adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
- Wall adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
- Concrete walkway in backing lot area adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-863, The Vines – Tract Map 8195**

Plans and specifications for the improvements are those prepared by MacKay & Somps (Civil) and Ripley Design (Landscape Architect), for Tract 8195.

Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 8195 prepared by MacKay & Somps (Civil) and Ripley Design (Landscape Architect) or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Backing lot landscaping along South Vasco Road from the southerly tract boundary to the northerly tract boundary;
- Backing lot landscaping along East Avenue from the westerly tract boundary to the easterly tract boundary;
- Concrete walkway in backing lot landscaping along South Vasco Road from the southerly tract boundary to the northerly tract boundary;
- Concrete walkway in backing lot landscaping along East Avenue from the westerly tract boundary to the easterly tract boundary; and
- Monument sign, wine barrel and associated lighting at the northeasterly corner of the tract boundary.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

## B. Definitions

*Definitions of words, phrases, and abbreviations shown on the "Fiscal Year 2022-2023 Estimate of Costs Sheets". These items may or may not include all of the following:*

*Fiscal Year* – One year period of time beginning July 1st of a given year and ending June 30th of the following year.

*Personnel Costs* – The estimated cost of labor and non-labor tasks along with materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District.

*Contract Services* – The estimated cost of labor and non-labor tasks necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District as provided by a contractor.

*Maintenance Materials* – The estimated cost of materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexations/Districts.

*Irrigation Water* – The cost of water used for irrigating the landscaping improvements of the Annexations/Districts.

*Electrical* – The cost of electricity used to power irrigation controllers and lighting.

*Phone* – The cost of service to have phone connection to the irrigation controller from the City's central computer at the maintenance department.

*Equipment Maintenance & Operation* – The cost of materials and labor necessary for maintaining, repairing, and operating equipment/vehicles used for all aspects of maintenance in the Annexations/Districts.

*Equipment Purchase Repayment* – One eighth of each Annexation/District's share of the cost necessary to purchase and replace equipment/vehicles in the eighth year of maintenance. This dollar amount is based on the square footage of each Annexation/District.

*Program Administration* – Direct and overhead costs of the City related to the administration of the Annexations/Districts.

*Alameda County Collection Charge* – The service charge (currently 1.7294%) that Alameda County charges for collecting the assessment revenue for the City.

*Total Units* – The total number of units is the variable (parcels/lots, apartment units, or acres) to be assessed within the Annexations/Districts based on the Method of Apportionment.

*Assessment Per Parcel* – The amount to be assessed on each unit within the Annexations/Districts.

FY – Fiscal Year SF – Square Foot KSF – Thousand Square Feet C.P.I. – Consumer Price Index

## C. Method of Apportionment

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

The Method of Apportionment is based upon the relative special benefit derived from the improvements and conferred upon the real property within each Annexation/District over and above general benefit conferred upon the real property within The Districts or to the public at large. Particular and distinct special benefit arising from the improvements includes protection, visibility, aesthetic value, preservation of landscaping, contributions to the environment and identity shared by all parcels or units of the Annexations/Districts.

To apportion the estimated costs of an Annexation/District during any fiscal year, each of the parcels within the Annexation/District are deemed to receive equal special benefit from the improvements. The assessment per parcel within each Annexation/District is calculated by dividing the total assessment amount per Annexation/District by the total number of parcels (if residential), units (if an apartment), or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel.

Please refer to the Fiscal Year 2022-2023 Estimate of Costs Sheets for total assessment amount and the total number of parcels within each Annexation/District.

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 801 | Mt. Day | 585.50 | 565.65 | 585.50 |
| 802 | Lomitas/Ryan | 126.57 | 122.28 | 126.57 |
| 803 | Ridgecrest | 909.88 | 879.04 | 909.88 |
| 804 | Sonterra | 786.81 | 465.61 | 464.57 |
| 806 | Saddleback | 475.00 | 458.90 | 475.00 |
| 807 | Altamar | 545.95 | 434.30 | 416.68 |
| 808 | Meadows | 657.96 | 466.97 | 510.05 |
| 810 | Contractor's Place T-7090 | 751.22 | 725.75 | 725.75 |
| 811 | Altamont #2 | 636.12 | 554.68 | 578.08 |
| 814 | Maralisa II | 209.97 | 202.85 | 209.97 |
| 823 | Dunsmuir | 1,251.98 | 710.46 | 710.46 |
| 833 | Creekside | 349.61 | 282.87 | 277.98 |
| 845 | Alden Lane Estates | 972.24 | 828.61 | 869.62 |
| 846 | Rosegate | 472.46 | 155.33 | 143.45 |
| 847 | Creekside Villas | 164.40 | 42.88 | 40.99 |
| 848 | Scenic 7 Hills | 1,274.93 | 740.00 | 1078.05 |
| 849 | Habitat for Humanity | 631.25 | 324.31 | 324.31 |
| 851 | L St. Traffic Calming | 271.77 | 38.68 | 38.08 |
| 852 | Vineyard Gate 2 | 3,097.09 | 1,427.00 | 1,422.92 |
| 854 | Northbrook Homes-The Grove | 1,672.43 | 1,102.69 | 1,179.10 |
| 855 | Oaks Business Park | 2,607.73 | 595.13 | 595.13 |
| 857 | Shea Center | 502.22 | 101.43 | 95.67 |
| 858 | Arroyo Crossings | 1,613.00 | 301.28 | 318.82 |
| 860 | Orchid Place | 4,330.17 | 1,685.89 | 1,685.89 |
| 861 | Kohls | 2,490.78 | 764.46 | 764.46 |
| 862 | Magnolia Place | 535.87 | 186.76 | 160.29 |
| 863 | The Vines | 630.52 | 354.89 | 354.89 |
| 1989-1 | Autumn Valley | 224.97 | 217.35 | 224.97 |
| 1989-2 | Stratford | 460.08 | 366.42 | 366.42 |
| 1989-4 | Amber Ridge | 495.85 | 479.04 | 495.85 |
| 1990-2 | Monticello | 508.77 | 491.53 | 508.77 |
| 1992-0 | Portola Glen | 1013.46 | 857.12 | 1012.13 |
| 1992-1 | Scenic Arroyo Estates | 282.42 | 223.20 | 223.20 |
| 1994-1 | Danbury | 212.19 | 204.99 | 212.19 |
| 1994-2 | Portola Meadows | 287.08 | 277.35 | 247.23 |
| 1994-3 | California Promenade I | 403.89 | 380.68 | 352.80 |
| 1994-4 | Windmill Springs | 173.08 | 165.02 | 154.65 |
| 1994-6 | California Nugget I | 820.96 | 793.13 | 820.96 |
| 1994-7 | Rincon Estates | 73.36 | 70.88 | 62.97 |
| 1994-8 | Hallmark Collection | 160.65 | 153.37 | 142.61 |
| 1995-1 | Orchard Business Park | 223.88 | 216.29 | 216.29 |
| 1995-2 | Sandhurst | 249.00 | 177.07 | 177.07 |
| 1995-4 | Airport Business # 1 | 2,102.30 | 919.00 | 919.00 |

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 1995-6 | Alden Estates | 602.32 | 581.91 | 602.32 |
| 1995-7 | Scenic Links | 262.15 | 153.52 | 137.30 |
| 1996-1 | Portola Collection | 462.18 | 346.80 | 346.80 |
| 1996-2 | Altamont #1 | 833.56 | 274.13 | 318.17 |
| 1996-3 | Beck - Concannon Blvd/Murdell Lane | 682.81 | 659.67 | 682.81 |
| 1996-5 | Sterling Reserve 1 | 356.05 | 325.85 | 306.61 |
| 1996-6 | Sterling Reserve 2 | 349.59 | 337.74 | 349.59 |
| 1996-7 | Devon Place T-6801 | 1,547.11 | 1,158.00 | 1,252.62 |
| 1996-8 | Maralisa I | 314.87 | 304.20 | 314.87 |
| 1996-9 | California Ranch | 143.69 | 138.82 | 143.69 |
| 1997-2 | California Mountain View - 1 | 115.28 | 111.37 | 110.75 |
| 1997-3 | California Mountain View - 2 | 102.93 | 93.34 | 89.56 |
| 1997-4 | National Drive | 103.31 | 79.24 | 70.66 |
| 1997-5 | Dover | 667.18 | 466.47 | 443.41 |

* See Section IV of this Report for information regarding the Downtown Landscape Maintenance District, LL-

# COST SUMMARY SHEETS FOR ENDURING CAPDISTRICTS

## FISCAL YEAR 2022-23

## PLEASE SEE APPENDIX A FOR ALL COST SUMMARY SHEETS

## E. Assessment Diagrams

The Assessment Diagrams have previously been submitted to the City Clerk in the format required under the 1972 Act and are, by reference, made part of this Report. The Assessment Diagrams are available for inspection at City Hall, during normal business hours.

## F. Assessment Rolls

The Fiscal Year 2022-23 Final Assessment Rolls will be submitted to the City Clerk upon final approval of the Report and confirmation of the proposed levy amounts, and by reference, are made part of this Report. Parcel identification, for each lot or parcel, shall be the parcel as shown on the Alameda County Assessor's map for the year in which this Report is prepared.

## G. Accounting Summaries

A summary of Expenditures and Revenue for the period from July 1, 2021 through June 30, 2022 is attached. The expenditures and revenue summaries include actual expenditures through December 31, 2021 with projected expenditures through June 30, 2022. Revenue projections are based on the amount that was placed on the tax rolls for Fiscal Year 2021-22.

# ACCOUNTING SUMMARY SHEETS

# FOR FISCAL YEAR 2021-22

**PLEASE SEE APPENDIX B**
**FOR ALL ACCOUNTING SUMMARY SHEETS**

# Section II

# Districts with Max Caps

LIVERMORE
CALIFORNIA

ANNUAL ENGINEER'S REPORT
FOR THE

# II. DISTRICTS WITH A MAXIMUM CAP

MAINTENANCE DISTRICT NO. LL-805
MAINTENANCE DISTRICT NO. LL-809
MAINTENANCE DISTRICT NO. LL-813
MAINTENANCE DISTRICT NO. LL-815
MAINTENANCE DISTRICT NO. LL-817
MAINTENANCE DISTRICT NO. LL-818
MAINTENANCE DISTRICT NO. LL-819
MAINTENANCE DISTRICT NO. LL-820
MAINTENANCE DISTRICT NO. LL-821
MAINTENANCE DISTRICT NO. LL-822
MAINTENANCE DISTRICT NO. LL-824
MAINTENANCE DISTRICT NO. LL-826
MAINTENANCE DISTRICT NO. LL-827
MAINTENANCE DISTRICT NO. LL-828
MAINTENANCE DISTRICT NO. LL-829
MAINTENANCE DISTRICT NO. LL-830
MAINTENANCE DISTRICT NO. LL-831
MAINTENANCE DISTRICT NO. LL-832
MAINTENANCE DISTRICT NO. LL-835
MAINTENANCE DISTRICT NO. LL-836
MAINTENANCE DISTRICT NO. LL-837
MAINTENANCE DISTRICT NO. LL-838
MAINTENANCE DISTRICT NO. LL-839
MAINTENANCE DISTRICT NO. LL-840
MAINTENANCE DISTRICT NO. LL-841
MAINTENANCE DISTRICT NO. LL-842
MAINTENANCE DISTRICT NO. LL-843
MAINTENANCE DISTRICT NO. LL-844
MAINTENANCE DISTRICT NO. LL-850
MAINTENANCE DISTRICT NO. LL-853

AND THE
LEVY OF THE ANNUAL ASSESSMENT FOR THE
FISCAL YEAR 2022-23

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

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# I. OVERVIEW

## A. Introduction

The City of Livermore ("City") annually levies and collects special assessments in order to provide and maintain the improvements within the Districts with a Maximum Cap ("Districts"). The Districts contained within this Engineer's Report ("Report") were formed pursuant to conditions of development, to provide and continue the operation and maintenance of public improvements installed as part of the development that benefit the properties within the developments and Districts. The Districts have been formed, and are levied annually pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the 1972 Act). The Districts are designated as follows:

| *District No.* | *District Name* | *Tract* |
|---|---|---|
| Maintenance District No. LL-805 | The Greens, Tournament | 6328 |
| Maintenance District No. LL-809 | Capistrano | 6972 |
| Maintenance District No. LL-813 | Vintage Collection | 6219 |
| Maintenance District No. LL-815 | The Bluffs | 6696 |
| Maintenance District No. LL-817 | Lomitas Avenue/Evans Street | 6986 |
| Maintenance District No. LL-818 | Airport Business Park Site #2 | 6889 |
| Maintenance District No. LL-819 | Vintner Place | 6980 |
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| Maintenance District No. LL-821 | Shea Business Center | Parcel Map 7341 |
| Maintenance District No. LL-822 | Prima | 7087 |
| Maintenance District No. LL-824 | Vintner Estates | 7080 |
| Maintenance District No. LL-826 | Park Lane | 7086 |
| Maintenance District No. LL-827 | Kristopher Ranch | 7088, 7089, 7101, 7121, 7122, 7123, 7234, 7165, 7247 |
| Maintenance District No. LL-828 | Scenic Meadows | 7105 |
| Maintenance District No. LL-829 | Larry's Place | Parcel Map 7210 |
| Maintenance District No. LL-830 | Vinsanto | 7038, 7384, 7412 |
| Maintenance District No. LL-831 | Sevillano | 7071, 7245 |
| Maintenance District No. LL-832 | California Nugget II | 6808 |
| Maintenance District No. LL-835 | Ashford Renaissance | 7188 |

| *District No.* | *District Name* | *Tract* |
|---|---|---|
| Maintenance District No. LL-836 | Legacy | 7189 |
| Maintenance District No. LL-837 | Los Olivos | 7171, 7082, 7202, 7291, 7343, 7506, 7507, 7508 |
| Maintenance District No. LL-838 | South Livermore Legacy | 7119, 7310, 7178 |
| Maintenance District No. LL-839 | The Reserve | 7195 |
| Maintenance District No. LL-840 | Birchwood | 7203 |
| Maintenance District No. LL-841 | Vineyard Gates I | 7164, 7294 |
| Maintenance District No. LL-842 | Lennox | 7290 |
| Maintenance District No. LL-843 | Parkside Tiffany Collection | 7289 |
| Maintenance District No. LL-844 | Cornerstone | 7125 |
| Maintenance District No. LL-850 | Arroyo Plaza II | 7914 |
| Maintenance District No. LL-853 | Ladera Estates | 7342 |

This Report includes the improvements, a diagram of the Districts, District budgets and the proposed annual assessments for Fiscal Year 2022-2023 in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the 1972 Act. The various improvements within the Districts and the cost to provide those improvements are identified and budgeted independently. Each parcel within a District is assessed proportionately for only those improvements provided in that District and that each parcel receives special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor's Parcel Number—APN) by the Alameda County Assessor's Office. The Alameda County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments. *This definition does not apply to shared commercial or residential apartment properties or airspace condominiums. In those cases, the term parcel would refer to "units" or "acres" as is applicable to the property in a District.*

Following consideration of all public comments and any written protests at a noticed public hearing, and review of the Final Engineer's Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may, by resolution, order the levy and collection of assessments for Fiscal Year 2022-2023 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2022-2023.

## B. Proposition 218

On November 5, 1996, California voters approved Proposition 218. The provisions of Proposition 218, now Constitutional Article XIIIC and XIIID, are summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements for assessments.
4. Adds substantive and procedural requirements for property related fees and charges.

The above districts with a Maximum Cap assessment have proposed assessments that are lower than or at the allowable assessment.

## C. General Description of the Improvements and Benefits

The City annually levies and collects assessments in order to maintain and service the improvements within those Districts with a Maximum Cap assessment. The Districts fund specific improvements and/or services that include the maintenance and operation of landscaping improvements and associated appurtenances located within the public rights-of-way and dedicated easements in each of the Districts. The annual assessments are to maintain the improvements that provide a benefit to properties within these Districts. The improvements within each District and the costs of those improvements are identified and budgeted separately, including all expenditures, deficits, surpluses, and revenues.

The various improvements provided and maintained within the Districts can be categorized as follows:

The benefits associated with parkway, perimeter, entryway, and local median landscaping are erosion control, dust control, and visual aesthetics that include, but are not limited to:

1. Improved aesthetic appeal of nearby parcels.
2. Enhanced adaptation of the urban environment within the natural environment.
3. Improved dust control.
4. Improved erosion resistance.
5. Improved drainage and flood control.
6. The special enhancement to the value of property, which results from the above benefits.
7. Enhanced recreational areas (trails, play equipment, open lawn areas).
8. Noise buffering and sight screening.

The assessments for each District pay for services, maintenance and materials related to the improvements installed as part of the individual developments or are directly associated with the parcels within each District that are assessed for those improvements. These improvements may include parkway or perimeter landscaping adjacent to the developments as well as specific in-tract landscaping improvements such as entryway or median landscaping, and monuments associated with the development. To this extent, local landscaping improvements are associated with the individual developments and provide special benefits to the properties within those developments.

## D. Changes to the Districts with a Maximum Cap

Changes may include:

- The cost of maintaining the improvements (Budget);
- Changes in the annual assessments;
- Legislative changes that affect the Districts with a Maximum Cap; or,
- Modifications to the Districts' structure that may include, but are not limited to—alterations in the existing improvements and/or services, addition of new improvements or services, addition of benefit zones, annexation of parcels into a District, or revisions in the method of apportionment.

# II. DESCRIPTION OF EACH DISTRICT

This section of the Report contains a description of each District as follows:

Part A – Plans and Specifications

Part B – Definitions

Part C – Method of Apportionment

Part D – Proposed Assessments & Fiscal Year 2022-23 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2022-23 Assessment Roll

Part G – Accounting Summary for Fiscal Year 2020-2021

## A. Plans and Specifications

The plans and specifications and the assessment diagram have been filed separately with the Clerk of the legislative body and are incorporated in this report by reference.

The improvements are described as any or all of the following:

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances further described below. Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-805, The Greens/Tournament:**

Plans and specifications for the improvements are those prepared for Tract 6328 by David Evans and Associates, Inc., dated February 22, 2000.

- Landscaping on the south side of Quince Court from the back of curb to the north edge of the existing bicycle path from Heather Lane to the west end of Lot 7.

**Maintenance District No. LL-809, Capistrano;**

Plans and specifications for the improvements are those prepared for Tract 6972 by Ruggeri-Jensen-Azar & Associates, dated September 4, 1997 and Thomas Baak & Associates, dated September 3, 1997.

- Medians on Wood Hollow Drive and Trinity Hills Lane within Tract 6972.

**Maintenance District No. LL-813, Vintage Collection:**

Plans and specifications for the improvements are those prepared for Tract 6219 by Alexander & Associates, Inc., dated August 24, 1998, and the landscaping plans for said tract prepared by Ralph Sherman Associates, dated June 29, 1998.

- Backing lot landscaping on the east side of Murdell Lane from the northerly tract boundary of Tract 6219 to Alden Lane.

- Wall on the east side of Murdell Lane from the northerly tract boundary of Tract 6219 to Alden Lane.

**Maintenance District No. LL-815, The Bluffs:**

Plans and specifications as delineated on the improvement plans for Tract 6696 prepared by Carlson, Barbee & Gibson and Thomas Baak Associates or as specified in the City of Livermore.

- Backing lot landscaping on Laughlin Road for Tract 6696 from the southerly tract boundary to the northerly tract boundary.

- Median and entry landscaping at Bluffs Drive and Lake Drive.

- Wall adjacent to Laughlin Road for Tract 6696 from the southerly tract boundary to the northerly tract boundary.

- Landscaping within Parcel A of Tract 6696.

**Maintenance District No. LL-817, Lomitas Avenue/Evans Street:**

Plans and specifications for the improvements are those prepared for Tract 6986 by Earl E. Mason, Civil Engineer and Ralph Sherman, Landscape Architect, August, 1998. Backing Lot Landscaping on the north side of Dalton Avenue for lots 1 through 12 and 78.

- Landscaping on the north side of Lomitas Avenue, approximately 600 feet long, east of Evans Street.

- Masonry wall along the north side of Lomitas Avenue, from Evans Street to the eastern boundary of Tract 6986, approximately 600 feet long.

**Maintenance District No. LL-818, Airport Business Park Site #2:**

Plans and specifications for the improvements are those prepared for Tract 6889 by Robert Bein, William Frost and Associates. Landscaping:

- Within a 25-foot wide strip within Lots 3 and 15 as shown on Tract Map 6889 and labeled "25' LME".

- Between the face of curb and the 4-foot to 8-foot high wall along the eastern side of Stealth Street

- Within Parcel "A"

- Between back of walk and westerly right-of-way of Stealth Street, between the northern property line of Lot 11 and Sonic Avenue.

- Within a strip of varied width along Jack London Boulevard adjacent to Lots 1,2 and 3, as shown on Tract Map 6889 and labeled "6' LME", "16' LME" and "26' LME".

- Within a 35-foot strip of land between said 25' LME and the east wall across from Lot 15.

**Maintenance District No. LL-819, Vintner Place:**

Plans and specifications for the improvements are those prepared for Tract 6980 by Al Pascual & Associates, dated September, 1998.

- Wall along the easterly Tract boundary from College Avenue to the southerly Tract boundary

- Landscaping within Parcel A of Tract 6980.

**Maintenance District No. LL-820, Arroyo Road/Lomitas Avenue:**

Plans and specifications for the improvements are those prepared for Tract 7020 by Al Pascual & Associated dated March, 1998.

- Landscaping on Arroyo Road for Tract 7020 from the northerly tract boundary to Lomitas Avenue.

- A 15 foot wide landscaping along Lomitas Avenue frontage.

- Masonry wall adjacent to Arroyo Road for Tract 7020 from the northerly Tract boundary to Lomitas Avenue.

**Maintenance District No. LL-821, Shea Business Center:**

Plans and specifications for the improvements are those prepared for Parcel Map 7341 (Phase 1) by MacKay & Somps, dated September 1999.

- Median landscaping in Portola Avenue between Collier Canyon Road and the end of Phase One
- Median landscaping in Portola Avenue for the Phase Two area.
- Decorative paving within the Phase Two median of Portola Avenue.

**Maintenance District No. LL-822, Prima:**

Plans and specifications for the improvements are those prepared for Tract 7087 by Mel Lee Associates, dated February 28, 2000.

- Backing Lot Landscaping on Concannon Boulevard for Tract 7087 from the Westerly Tract boundary to the Easterly Tract Boundary.
- Backing Lot Landscaping on Isabel Avenue for Tract 7087 from the Southerly Tract boundary to the Northerly Tract boundary.
- Median and entry landscaping located at Concannon Boulevard and Prima Drive.
- Median landscaping located at the intersection of Prima Drive and Acorn Way.
- Median Landscaping located near the intersection of Acorn Way and Cascina Court.
- Wall and masonry rock walls adjacent to Concannon Boulevard and Isabel Avenue running from the Northeastern corner of Tract 7087 to the Southwestern corner of Tract 7087.
- Decorative paving located at the intersection of Prima Drive and Concannon Boulevard and Prima Drive and Acorn Way.
- Median entry decorative fencing, columns and low rock walls located at the intersection of Prima Drive and Concannon Boulevard.

**Maintenance District No. LL-824, Vintner Estates:**

Plans and specifications for the improvements are those prepared for Tract 7080 by Cunha Engineering, dated June 1999.

- Landscaping on the west side Almond Avenue along the
- Tract 7080 frontage.
- Pilasters, split rail fencing and entry wall on the west side of Almond Avenue along the Tract 7080 frontage.
- Landscaping within the islands on Country Lane.
- Decorative concrete paving at Country Lane entrance to Almond Avenue.

**Maintenance District No. LL-826, Park Lane:**

Plans and specifications for the improvements are those prepared for Tract 7086 by Carlson, Barbee & Gibson, Inc., dated June 1, 1999.

- Backing Lot Landscaping and wall on Vasco Road for Tract 7086 from the southerly tract boundary to the northerly tract boundary.

- Landscaping and open-rail fence/wall on Scenic Avenue for Tract 7086 from the east tract boundary to the west tract boundary.

- Landscaping, entry monument, and special amenities within Parcel A of Tract 7086.

**Maintenance District No. LL-827, Kristopher Ranch:**

Plans and specifications for the improvements are those prepared for Tracts 7088,7089, 7101, 7121, 7122, 7123, 7234, 7165, & 7247 by Carlson, Barbee & Gibson.

- Backing Lot Landscaping on Holmes Street/Vallecitos Road for Tentative Tract 7088 from the southerly tract boundary to the northerly tract boundary.

- Traffic circle, entry landscaping, entry monument, and decorative concrete paving at Lexington Way and Holmes Street.

- Wall adjacent to Holmes Street/Vallecitos Road for Tentative Tract 7088 from the southerly tract boundary to the northerly tract boundary.

- Median island landscaping on San Marco Street, Capella Road, Allegro Street, Trinity Hills Lane as shown on the Tentative Tract 7089.

- Public landscaping adjacent to the southern side of Siena Road and Traviso Circle.

**Maintenance District No. LL-828, Scenic Meadows:**

Plans and specifications for the improvements are those prepared for Tract 7105 by David Evans and Associates, Inc., dated March 1999

- East and West sides of Garaventa Ranch road from Village Drive and El Capitan Drive to Northern Tract Boundary measured from the back of sidewalk to the masonry wall.

- Northeast corner of Garaventa Ranch Road and El Capitan Drive, and the Northwest corner of Garaventa Ranch Road and Village Drive bounded by the curb, sidewalk and access ramp.

**Maintenance District No. LL-829, Larry's Place:**

Plans and specifications for the improvements are those prepared for Parcel Map 7210 by Earl E. Mason, dated 7/18/99

- Backing Lot Landscaping on the Southside of Concannon Blvd. for Parcel Map 7210 from the Easterly Tract boundary to the Westerly Tract boundary

- Wall adjacent to Concannon Blvd. for Parcel Map 7210 from the East tract boundary to the East side of Larry's Place.

- Landscaping on the west side of Larry's Place.

**Maintenance District No. LL-830, Vinsanto:**

Plans and specifications for the improvements are those prepared for Tentative Tract 7038, 7384, 7412 by Ruggeri-Jensen-Azar & Associates.

- Median and entry landscaping on San Vicente Drive.
- Median landscaping on Calibria Drive.
- Island landscaping on Montarossa Court.
- Pedestrian path between Calibria Court and Louvre Lane.
- Median and entry landscaping on Caldeira Drive
- Island landscaping on San Minete Drive, Santa Croce Drive, Mezzamonte Drive, Mezzamonte Court, Autinori Court, Francesco Court and Vernazza Drive.

**Maintenance District No. LL-831, Sevillano:**

Plans and specifications for the improvements are those prepared for Tentative Tract 7071 by Ruggeri-Jensen-Azar & Associates dated December 25, 2000.

- Entry median on Ascalano Lane off Arroyo Road for Tentative Tract 7071 from the west tract boundary to Mission Lane.
- Farm court medians for Leccino Ct., Minerva Ct., and Barouni Ct.
- Median island in Pendolino Lane.
- Public landscaping and special amenities in Tract 7071 within Maintenance District No. LL-831.

**Maintenance District No. LL-832, California Nugget II:**

Plans and specifications for the improvements are those prepared for Tract 6808 by David Evans and Associates, Inc., dated February 2000.

- 7/18 of the landscaping within Parcel "A" of Tract 6741 located on the south side of Shawna Street will be applied to Maintenance District No. LL-832, California Nugget II (7,100 s.f. x 7/18= 2,761 s.f.). 11/18 of the landscaping within Parcel "A" of Tract 6741 will be applied to Maintenance District No. LL-2, District 1994-6, California Nugget I (7,100 s.f. x 11/18= 4,339 s.f.).
- 7/18 of 75% of the landscaping on the northerly slope of North Mines Road from the southwest corner of Lot 1 of Tract 6808 to the northwest corner of Parcel "A" of Tract 6808 will be applied to Maintenance District No. LL-832, California Nugget II (7/18 x .75 x 25,000 s.f. = 7,292 s.f.). 11/18 of 75% of the landscaping on the northerly slope of North Mines Road will be applied to Maintenance District No. LL-2, District 1994-6 California Nugget I (11/18 x .75 x 25,000 s.f. = 11,458 s.f.). The maintenance of the remaining 25% of the landscaping on the northerly slope of North Mines Road will be paid for by the City of Livermore (.25 x 25,000 s.f. = 6,250 s.f.).
- 7/18 of the masonry wall 5' concrete sidewalk and entry monument on Shawna Street
- 7/18 of the masonry wall on North Mines Road.

**Maintenance District No. LL-835, Ashford Renaissance:**

Plans and specifications for the improvements are those prepared for Tract 7188 by Cunha Engineering, dated February 1, 2001.

- Backing Landscaping on the north side of Northfront Road and the east side of Central Avenue along the Tract 7188 frontage.
- Landscaping on the northwest corner of the intersection of Central Avenue and Northfront Road.
- Wall on the north side of Northfront Road and the east side of Central Avenue along the Tract 7188 frontage.

**Maintenance District No. LL-836, Legacy:**

Plans and specifications for the improvements are those prepared for Tract 7189 by Cunha Engineering, dated February 1, 2001.

- Landscaping on the north side of Patterson Pass Road and the east side of North Mines Road along the Tract 7189 frontage.
- Wall on the north side of Patterson Pass Road and the east side of North Mines Road along the Tract 7189 frontage.
- Decorative concrete paving at Patterson Pass Road entrance to Kyle Common within the public right-of-way.

**Maintenance District No. LL-837, Los Olivos:**

Improvement Plans prepared for Wetmore Road, Tracts 7171, 7202, 7082, 7291, 7343, 7506, 7507, 7508 prepared by Ruggeri-Jensen-Azar & Associates and by Gates and Associates.

<u>Wetmore Road</u>

- Median and entry landscaping on Wetmore Road Holmes Street and Vallecitos Road.

<u>Tract 7171 - Los Olivos</u>

- Median and entry landscaping on Hansen Road.
- Entry landscaping on Talinga Drive.
- Median islands on Lusitana Drive, Bertolli Drive, Talinga Drive, Verdala Drive, and d. Lerida Court.
- Earth swales and landscape strips adjacent to open space only on Hansen Road.
- Park and playground on Parcel A of Tentative Tract 7171.

<u>Tract 7082 - Twin Oak Estates</u>

- Median landscaping on Hansen Road.
- Earth swales and landscape strips adjacent to open space only on Hansen Road.
- Open space within Parcel D of Tentative Tract 7082.

<u>Tracts 7202, 7506, 7507, 7508 - The Corners</u>

- Landscaping and earth swale adjacent to open space and on Hansen Road.
- Open space within Parcel B of Tentative Tract 7202.
- Median island landscaping within Tentative Tract 7202.

Tract 7291

- Landscaping within open space adjacent to Vallecitos Road.
- Earth swales and Landscaping Strips along Wetmore Road.
- Median landscaping on Wetmore Road.
- Earth swales and landscaping outside LARPD trail easement on Holmes Street.
- Landscaping within open space between Wetmore Road and Holmes Street.

**Maintenance District No. LL-838, South Livermore Legacy:**

Plans and specifications for the improvements are those improvement plans for Tract 7119, 7310, & 7178 prepared by Ruggeri-Jensen-Azar & Associates and those landscape plans prepared by Gates & Associates.

- Entry and median landscaping on Hansen Road.

- Parkways with earth swale and landscaping, including areas adjacent to open space and park.

- All landscaping, sidewalk, benches, gazebo, decorative paving and all park appurtenances in parcel E Tentative Tract 7119.

- Public landscaping in Tract 7178, including, but not limited, to median islands, farm compound islands, parkways with earth swales and landscaping adjacent to open spaces.

**Maintenance District No. LL-839, The Reserve:**

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7195 – The Reserve prepared by Milani & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:

- Backing lot landscaping on North Livermore Avenue for Tract 7195- The Reserve from the southerly tract boundary to the northerly tract boundary.

- Backing lot landscaping on Cromwell Avenue for Tract 7195- The Reserve from the westerly limits of Cromwell Way, a public Road, to the easterly tract boundary.

- Wall adjacent to North Livermore Avenue for Tract 7195 – The Reserve from the southerly tract boundary to the northerly tract boundary and Cromwell Way from the westerly end of the public street, Cromwell Way, to the easterly tract boundary.

**Maintenance District No. LL-840, Birchwood:**

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7203 – The Reserve prepared by Milani & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:

- Landscaping and concrete sidewalks adjacent to East Avenue and South Vasco Road within the public right-of-way and within Parcels A and B within Tract 7203

- Masonry wall adjacent to East Avenue and South Vasco Road on Parcels A and B within Tract 7203.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-841, Vineyard Gates I:**

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7164 – prepared by Milani & Associates and Anthony M. Guzzardo & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:

- Median and entry landscaping within the public right-of-way of Tentative Tract 7164.

- Swale and parkway landscaping on Oakville Lane adjacent to open space only within Tract 7164.

- Split rail fencing adjacent to open space.

- Public landscaping along the future extension of Oakville Lane within Tentative Tract 7164.

- Median landscaping within the future development within the future development areas within Tentative Tract 7164.

- Future swale and parkway landscaping within Tentative Tract 7164 (between the sidewalk and the back of the curb) which is not contiguous to a residential lot.

- Future park landscaping within Phase II of Tentative Tract 7164.

- Future landscape buffer within Phase II of Tentative Tract 7164.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-842, Lennox:**

Plans and specifications for the improvements are those prepared for Tract 7290 by Thomas S. Plummer, P.E., dated November 2001.

- Landscaping on the east side and at the southern end of Lennox Court within Parcel "A", the southeastern corner of Lot 1, and the median island in Lennox Court.

- The wrought iron fence and rock pilasters along on the east side and at the southern end of Lennox Court along the Tract 7290 boundary.

- Decorative stamped concrete on Lennox Lane at the entry to Tract 7290.

**Maintenance District No. LL-843, Parkside Tiffany Collection:**

Plans and specifications for the improvements are those prepared for Tract 7289 by Associated Professions, Inc.

- Landscaping on the east side of Parkside Court, parcels A, B, C, and D of Tract 7289.
- The concrete wall along on the eastside of Parkside Court, along the east of Tract 7289 boundary.
- The arbors in Parcels A and B and decorative concrete at the entrance to Parkside Court.

**Maintenance District No. LL-844, Cornerstone:**

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7125 – Cornerstone prepared by Carlson Barbee & Gibson and Bradanini & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:

- Landscaping adjacent to Stanley Boulevard, Murdell Lane and Albert Way.
- Masonry wall adjacent to Stanley Boulevard, Murdell Lane and Albert Way.

Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

**Maintenance District No. LL-850, Arroyo Plaza II:**

Plans and specifications for the improvements are those prepared for Parcel Map 7914 by MacKay & Somps, dated August, 2002.

- Maintenance, operation, repair and replacement of the parcel map's public multi-use trail and any landscaping and irrigation within and adjacent to the twenty foot trail corridor.

**Maintenance District No. LL-853, Ladera Estates**

Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson, Inc. and Rose & Associates, Inc. for Tract 7342.

- Median Landscaping within public rights of way of Maintenance District No. LL-853.
- Swale Landscaping on Detert Street, Gillette Street, Gillette Court and Cowan Way adjacent to open space within Maintenance District No. LL-853.
- Split-rail fencing adjacent to open space along Detert Lane.
- Concrete v-ditches within Parcel D, Parcel E and Parcel F, as shown on Tract Map 7342 within Maintenance District No. LL-853.

- Public Landscape Parcel F as shown on Tract Map 7342 within Maintenance District No. LL-853.

- Public Park Parcel D and Parcel H as shown on Tract Map 7342 within Maintenance District No. LL-853.

## B. Definitions

*Definitions of words, phrases, and abbreviations shown on the "Fiscal Year 2022-2023 Estimate of Costs Sheets". These items may or may not include all of the following:*

*Fiscal Year* – One year period of time beginning July 1st of a given year and ending June 30th of the following year.

*Personnel Costs* – The estimated cost of labor and non-labor tasks along with materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District.

*Contract Services* – The estimated cost of labor and non-labor tasks necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District as provided by a contractor.

*Maintenance Materials* – The estimated cost of materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexations/Districts.

*Irrigation Water* – The cost of water used for irrigating the landscaping improvements of the Annexations/Districts.

*Electrical* – The cost of electricity used to power irrigation controllers and lighting.

*Phone* – The cost of service to have phone connection to the irrigation controller from the City's central computer at the maintenance department.

*Equipment Maintenance & Operation* – The cost of materials and labor necessary for maintaining, repairing, and operating equipment/vehicles used for all aspects of maintenance in the Annexations/Districts.

*Equipment Purchase Repayment* – One eighth of each Annexation/District's share of the cost necessary to purchase and replace equipment/vehicles in the eighth year of maintenance. This dollar amount is based on the square footage of each Annexation/District.

*Program Administration* – Direct and overhead costs of the City related to the administration of the Annexations/Districts.

*Alameda County Collection Charge* – The service charge (currently 1.7294%) that Alameda County charges for collecting the assessment revenue for the City.

*Total Units* – The total number of units is the variable (parcels/lots, apartment units, or acres) to be assessed within the Annexations/Districts based on the Method of Apportionment.

*Assessment Per Parcel* – The amount to be assessed on each unit within the Annexations/Districts.

FY – Fiscal Year SF – Square Foot KSF – Thousand Square Feet C.P.I. – Consumer Price Index

## C. Method of Apportionment

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

The Method of Apportionment is based upon the relative special benefit derived from the improvements and conferred upon the real property within each Annexation/District over and above general benefit conferred upon the real property within The Districts or to the public at large. Particular and distinct special benefit arising from the improvements includes protection, visibility, aesthetic value, preservation of landscaping, contributions to the environment and identity shared by all parcels or units of the Annexations/Districts.

To apportion the estimated costs of an Annexation/District during any fiscal year, each of the parcels within the Annexation/District are deemed to receive equal special benefit from the improvements. The assessment per parcel within each Annexation/District is calculated by dividing the total assessment amount per Annexation/District by the total number of parcels (if residential), units (if an apartment), or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel.

Please refer to the Fiscal Year 2022-2023 Estimate of Costs Sheets for total assessment amount and the total number of parcels within each Annexation/District.

# D. Proposed Assessments For Fiscal Year 2022-2023

| District No. | District Name | Maximum Assessment FY 2022-2023 ($) | Budgeted Assessment FY 2021-2022 ($) | Budgeted Assessment FY 2022-2023 ($) |
|---|---|---|---|---|
| 805 | The Greens, Tournament | 1,070.39 | 589.92 | 504.71 |
| 809 | Capistrano | 464.16 | 69.89 | 62.68 |
| 813 | Vintage Collection | 1,424.63 | 1132.43 | 1,118.32 |
| 815 | Bluffs | 580.33 | 560.47 | 580.33 |
| 817 | Lomitas/Evans | 1,507.52 | 839.00 | 966.11 |
| 818 | Airport Business Park Site #2 | 2,259.81 | 1,675.78 | 1,665.92 |
| 819 | Vintner Place | 1,642.74 | 760.00 | 885.05 |
| 820 | Arroyo Road/Lomitas Avenue | 2,235.33 | 1,175.00 | 1,279.97 |
| 821 | Shea Business Center | 477.98 | 198.65 | 241.85 |
| 822 | Prima | 299.81 | 289.55 | 299.81 |
| 824 | Vintner Estates | 2,342.25 | 1137.07 | 1,104.28 |
| 826 | Park Lane | 533.48 | 515.22 | 533.48 |
| 827 | Kristopher Ranch | 604.03 | 345.41 | 382.84 |
| 828 | Scenic Meadows | 262.89 | 83.01 | 108.42 |
| 829 | Larry's Place | 2,980.88 | 1020.00 | 1,969.46 |
| 830 | Vinsanto | 524.19 | 260.40 | 254.04 |
| 831 | Sevillano | 1,039.49 | 1003.92 | 1,039.49 |
| 832 | California Nugget II | 661.28 | 638.65 | 661.28 |
| 835 | Ashford Renaissance | 1,872.88 | 1164.29 | 1,111.71 |
| 836 | Legacy | 3,526.81 | 1,430.00 | 1,557.45 |
| 837 | Los Olivos | 1,113.48 | 1,075.38 | 1,113.48 |
| 838 | Ponderosa - Legacy | 1,502.88 | 1211.96 | 1,066.97 |
| 839 | Reserves | 269.11 | 259.90 | 269.11 |
| 840 | Birchwood | 470.97 | 199.53 | 192.26 |
| 841 | Vineyard Gates I | 971.05 | 937.82 | 971.05 |
| 842 | Lennox | 2,983.87 | 841.17 | 871.57 |
| 843 | Parkside Tiffany Collection | 2,135.98 | 1,655.00 | 2,067.61 |
| 844 | Cornerstone | 282.04 | 272.39 | 282.04 |
| 850 | Arroyo Plaza II | 995.30 | 408.82 | 408.82 |
| 853 | Ladera Estates | 4,111.32 | 1,950.00 | 2,040.03 |

# COST SUMMARY SHEETS FOR MAXIMUM CAP DISTRICTS

## FISCAL YEAR 2022-2023

## PLEASE SEE APPENDIX A
## FOR ALL COST SUMMARY SHEETS

## E. Assessment Diagrams

The Assessment Diagrams have previously been submitted to the City Clerk in the format required under the 1972 Act and are, by reference, made part of this Report. The Assessment Diagrams are available for inspection at City Hall, during normal business hours.

## F. Assessment Rolls

The Fiscal Year 2019-2020 Final Assessment Rolls will be submitted to the City Clerk upon final approval of the Report and confirmation of the proposed levy amounts, and by reference, are made part of this Report. Parcel identification, for each lot or parcel, shall be the parcel as shown on the Alameda County Assessor's map for the year in which this Report is prepared.

## G. Accounting Summaries

Expenditures and Revenue for period from July 1, 2021 through June 30, 2022 is attached. The expenditures and revenue summaries include actual expenditures through December 31, 2021 with projected expenditures through June 30, 2022. Revenue projections are based on the amount that was placed on the tax rolls for Fiscal Year 2021-2022.

# ACCOUNTING SUMMARY SHEETS

# FOR FISCAL YEAR 2021–2022

**PLEASE SEE APPENDIX B**
**FOR ALL ACCOUNTING SUMMARY SHEETS**

# Section III

# Pre-Proposition 218 Districts

LIVERMORE
CALIFORNIA

# ANNUAL ENGINEER'S REPORT
# FOR

# MAINTENANCE DISTRICTS FORMED PRIOR TO THE IMPLEMENTATION OF PROPOSITION 218
# FISCAL YEAR 2022-2023

## ANNEXATION NO. 1990-1

## ANNEXATION NO. 1993-1

## ANNEXATION NO. 1993-2

## ANNEXATION NO. 1995-3

## CITY OF LIVERMORE
## ALAMEDA COUNTY, CALIFORNIA

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# I. OVERVIEW

## A. Introduction

The City of Livermore ("City") annually levies and collects special assessments in order to provide and maintain the improvements within the Maintenance Districts ("Districts") and Annexations. Each Annexation/District contained within this Engineer's Report ("Report") was formed pursuant to conditions of development, to provide and continue the operation and maintenance of public improvements installed as part of the development that benefit the properties within the developments and Annexations/Districts. The Annexations/Districts have been formed, and levied annually pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the 1972 Act). The Annexations/Districts are designated as follows:

| *Annexation/District No.* | *Annexation/District Name* | *Tract or Parcel Map* |
|---|---|---|
| Annexation No. 1990-1 | • Silver Oaks | 6154 |
| Annexation No. 1993-1 | • Tapestry | 6168, 6583, 6584, 6707, and 6708 |
| Annexation No. 1993-2 | • Walmart | 5812 |
| Annexation No. 1995-3 | • Jack London Place | 6527 |

This Report includes a description of the Annexations/Districts, improvements, diagrams, Annexations/Districts budgets and the proposed annual assessments for Fiscal Year 2018-2019 in accordance with *Chapter 1, Article 4, beginning with Section 22565* of the 1972 Act. The various improvements within the Annexations/Districts and the cost to provide those improvements are identified and budgeted independently. Each parcel within an Annexation/District is assessed proportionately for only those improvements provided in that Annexation/District and that each parcel receives special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor's Parcel Number—APN) by the Alameda County Assessor's Office. The Alameda County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of all public comments and any written protests at a noticed public hearing, and review of the Final Engineer's Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may, by resolution, order the levy and collection of assessments for Fiscal Year 2022-23 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2022-23.

## B. Proposition 218

On November 5, 1996, California voters approved Proposition 218. The provisions of Proposition 218, now Constitutional Article XIIIC and XIIID, are summarized in four general areas:

1. Strengthens the general and special tax provisions of Proposition 13 and Proposition 62.
2. Extends the initiative process to all local taxes, assessments, fees, and charges.
3. Adds substantive and procedural requirements for assessments.
4. Adds substantive and procedural requirements for property related fees and charges.

## C. General Description of the Improvements and Benefits

The City levies and collects assessments annually in order to maintain and service the improvements within the separate Annexations/Districts. The Maintenance Districts and Annexations fund specific improvements and services that include the maintenance and operation of landscaping improvements and associated appurtenances located within the public right-of-ways and dedicated easements in each of the Annexations/Districts. The annual assessments are based on the historical and estimated costs to maintain the improvements that provide a benefit to properties within these Annexations/Districts. The improvements within each Annexation/District and the costs of those improvements are identified and budgeted separately, including all expenditures, deficits, surpluses, and revenues.

The various improvements provided and maintained within the Annexations/Districts can be categorized as follows:

The benefits associated with parkway, perimeter, entryway, and local median landscaping are erosion control, dust control, and visual aesthetics that include, but are not limited to:

1. Improved aesthetic appeal of nearby parcels.
2. Enhanced adaptation of the urban environment within the natural environment.
3. Improved dust control.
4. Improved erosion resistance.
5. Improved drainage and flood control.
6. The special enhancement to the value of property, which results from the above benefits.
7. Enhanced recreational areas (trails, play equipment, open lawn areas).
8. Noise buffering and sight screening.

The assessments for each Annexation/District pay for services, maintenance and materials related to the improvements installed as part of the individual developments or are directly associated with the parcels within the Annexation/District that are assessed for those improvements. These improvements may include parkway or perimeter landscaping adjacent to the developments as well as specific in-tract landscaping improvements such as entryway or median landscaping and monuments associated with the development. To this extent, local landscaping improvements are associated with the individual developments and provide special benefits to the properties within those developments.

## D. Changes to the Maintenance Districts/Annexations

Changes may include:

- The cost of maintaining the improvements (Budget);
- Changes in the annual assessments;
- Legislative changes that affect the Annexations/Districts; or,
- Modifications to the Annexation/District structure that may include, but are not limited to—alterations in the existing improvements and/or services, addition of new improvements or services, addition of benefit zones, annexation of parcels or revisions in the method of apportionment.

# **II.** DESCRIPTION OF EACH ANNEXATION/DISTRICT

This section of the Report contains a description of each Annexation/District as follows:

Part A – Plans and Specifications

Part B - Definitions

Part C – Method of Apportionment

Part D – Proposed Assessments & Fiscal Year 2022-2023 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2022-2023 Assessment Roll

Part G – Accounting Summary Fiscal Year 2021-22

## A. Plans and Specifications

The plans and specifications and the assessment diagram have been filed separately with the Clerk of the legislative body and are incorporated in this report by reference.

The improvements are described as any or all of the following:

Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances further described below. Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

Annexation 1990-1, Silver Oaks:

Plans and specifications for Tract 6154 were prepared by Associated Profession, Inc., dated October 18, 1989

- Landscaping contained in Lot "B" of Tract Map 6154.
- Landscaping in the public right-of-way and Lot "A" behind sidewalk along the easterly side of Thrasher Avenue south of Lot 1 as shown on Tract Map 6154.
- Landscaping in the public right-of-way and 20-foot landscape easement behind sidewalk along the southerly side of Olivina Avenue as shown on Tract Map 6154.
- 3-foot masonry walls along Olivina Avenue adjacent to Lots 1 and 2 of Tract Map 6154.
- 6-foot masonry wall along the easterly boundary line of Tract Map 6154 south of Lot 1.

Annexation 1993-1, Tapestry:

Landscape and irrigation plans for Tract 6583 prepared by Bissell & Karn, and on the improvement plans for said tract or as specified in the City of Livermore standard details and specifications and further described as:

- Backing lot landscaping on Arroyo Road from the southerly tract boundary to approximately 180 feet north of Latour Avenue, and from approximately 300 feet south of Concannon Boulevard to Bess Avenue.
- Backing lot landscaping on Concannon Boulevard from Arroyo Road to east Boundary of Tract 6583.
- Landscaping and textured paving at Foscalina Way entrance to Concannon Boulevard.
- Landscaping and textured paving at Normandy Circle entrance and at Normandy Way entrance to Concannon Boulevard.
- Walls adjacent to Concannon Boulevard from Arroyo Road to the easterly boundary of Tract 6583.
- Wall adjacent to Arroyo Road from the southerly tract boundary to approximately 180 feet north of Latour Avenue, from approximately 300 feet south of Concannon Boulevard to Concannon Boulevard, and from approximately 200 feet south of Bess Avenue to Bess Avenue.
- Weed abatement in planting strips along portions of Normandy Way.
- Wall on Normandy Circle (adjacent to the Tennis Club) from Concannon Boulevard to Lot 2.

Annexation 1993-2, Valhalla / Walmart:

Maintenance, servicing, and replacement of public landscaping, as delineated on the Landscape Plan of the On-Site Improvement Plans prepared for Parcel Map 5812 by Borrecco/Kilian & Associates, Inc., and further described as:

- Landscaping and maintenance of 8-foot wide asphalt bike path between top of bank of Arroyo Las Positas Channel and shopping center curb, and landscape strip varying in width from four to ten feet from North Livermore Avenue to the east line of Parcel Map 5812.

Annexation 1995-3, Jack London Place:

Plans and specifications for the improvements are those prepared by Greiner, Inc. and Manuel C. Fernandez & Associates for Tract 6527, dated May 1995:

- 7-foot high masonry wall along East Jack London Boulevard and at the corner of East Jack London Boulevard and Curlew Road; 6-foot masonry wall along the east property line and the wall and landscaping along the 15-foot walkway easement at the southeast corner of the subdivision, between Tanager Road and School District property.

- One entry monument located at the corner of East Jack London Boulevard and Curlew Road.

- Planting and irrigation at East Jack London Boulevard, between the masonry wall and the street.

## B. Definitions

*Definitions of words, phrases, and abbreviations shown on the "Fiscal Year 2022-2023 Estimate of Costs Sheets". These items may or may not include all of the following:*

*Fiscal Year* – One year period of time beginning July 1st of a given year and ending June 30th of the following year.

*Personnel Costs* – The estimated cost of labor and non-labor tasks along with materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District.

*Contract Services* – The estimated cost of labor and non-labor tasks necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexation/District as provided by a contractor.

*Maintenance Materials* – The estimated cost of materials necessary for maintaining and servicing the trees, shrubs, turf and ground cover areas within the Annexations/Districts.

*Irrigation Water* – The cost of water used for irrigating the landscaping improvements of the Annexations/Districts.

*Electrical* – The cost of electricity used to power irrigation controllers and lighting.

*Phone* – The cost of service to have phone connection to the irrigation controller from the City's central computer at the maintenance department.

*Equipment Maintenance & Operation* – The cost of materials and labor necessary for maintaining, repairing, and operating equipment/vehicles used for all aspects of maintenance in the Annexations/Districts.

*Equipment Purchase Repayment* – One eighth of each Annexation/District's share of the cost necessary to purchase and replace equipment/vehicles in the eighth year of maintenance. This dollar amount is based on the square footage of each Annexation/District.

*Program Administration* – Direct and overhead costs of the City related to the administration of the Annexations/Districts.

*Alameda County Collection Charge* – The service charge (currently 1.7294%) that Alameda County charges for collecting the assessment revenue for the City.

*Total Units* – The total number of units is the variable (parcels/lots, apartment units, or acres) to be assessed within the Annexations/Districts based on the Method of Apportionment.

*Assessment Per Parcel* – The amount to be assessed on each unit within the Annexations/Districts.

FY – Fiscal Year SF – Square Foot KSF – Thousand Square Feet C.P.I. – Consumer Price Index

## C. Method of Apportionment

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

The Method of Apportionment is based upon the relative special benefit derived from the improvements and conferred upon the real property within each Annexation/District over and above general benefit conferred upon the real property within The Districts or to the public at large. Particular and distinct special benefit arising from the improvements includes protection, visibility, aesthetic value, preservation of landscaping, contributions to the environment and identity shared by all parcels or units of the Annexations/Districts.

To apportion the estimated costs of an Annexation/District during any fiscal year, each of the parcels within the Annexation/District are deemed to receive equal special benefit from the improvements. The assessment per parcel within each Annexation/District is calculated by dividing the total assessment amount per Annexation/District by the total number of parcels (if residential), units (if an apartment), or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel.

Please refer to the Fiscal Year 2022-2023 Estimate of Costs Sheets for total assessment amount and the total number of parcels within each Annexation/District.

## D. Proposed Assessments For Fiscal Year 2022-23

| District Number | District Name | Maximum Assessment FY 2022-23 ($) | Budgeted Assessment FY 2021-22 ($) | Budgeted Assessment FY 2022-23 ($) |
|---|---|---|---|---|
| 1990-1 | Silver Oaks | 341.37 | 329.69 | 341.37 |
| 1993-1 | Tapestry | 394.82 | 381.30 | 394.82 |
| 1993-2 | Walmart | 96.32 | 42.85 | 40.38 |
| 1995-3 | Jack London Place | 127.50 | 123.14 | 127.50 |

# COST SUMMARY SHEETS FOR

# FISCAL YEAR 2022–2023

**PLEASE SEE APPENDIX A**
**FOR ALL COST SUMMARY SHEETS**

## E. Assessment Diagrams

The Assessment Diagrams have previously been submitted to the City Clerk in the format required under the 1972 Act and are, by reference, made part of this Report. The Assessment Diagrams are available for inspection at City Hall, during normal business hours.

## F. Assessment Rolls

The Fiscal Year 2019-2020 Final Assessment Rolls will be submitted to the City Clerk upon final approval of the Report and confirmation of the proposed levy amounts, and by reference, are made part of this Report. Parcel identification, for each lot or parcel, shall be the parcel as shown on the Alameda County Assessor's map for the year in which this Report is prepared.

## G. Accounting Summaries

Expenditures and Revenue for period from July 1, 2021 through June 30, 2022 is attached. The expenditures and revenue summaries include actual expenditures through December 31, 2021 with projected expenditures through June 30, 2022. Revenue projections are based on the amount that was placed on the tax rolls for Fiscal Year 2021-2022.

# ACCOUNTING SUMMARY SHEETS FOR

# FISCAL YEAR 2021–2022

**PLEASE SEE APPENDIX B**
**FOR ALL ACCOUNTING SUMMARY SHEETS**

# PRELIMINARY ENGINEER'S REPORT FOR

# CITY OF LIVERMORE

# MAINTENANCE DISTRICT NO. LL-859

# Fiscal Year 2022-23

**City of Livermore**
**Alameda County, California**

**June 13, 2022**

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# SECTION 1

## INTRODUCTION

***Background***

On February 12, 2007, the Livermore City Council adopted a Resolution of Intention which indicated their intent to start the process to form Maintenance District LL-859 ("District"). On February 14 and February 15, 2007, assessment notices and ballots were mailed to all affected property owners located with the proposed District. On April 9, 2007, a public hearing was held to allow public testimony regarding the formation of the District. On April 10, 2007, the assessment ballots were tabulated by the City Clerk and it was determined that 66% of the ballots received were in favor of forming the District. On April 23, 2007, the Livermore City Council formed Maintenance District LL-859 and authorized the levy of assessments for Fiscal Year 2006-07.

***Proposition 218 Information***

On November 5, 1996, California voters approved Proposition 218, entitled "Right to Vote on Taxes Act", which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established procedural requirements for the formation and administration of assessment districts. Proposition 218 also required that with certain specified exceptions, beginning July 1, 1997 all existing, new, or increased assessments shall comply with Article XIIID.

In order to comply with the requirements of Proposition 218, the City of Livermore implemented the following procedures:

1. Every property owner subject to the proposed assessment was mailed a ballot allowing the property owner(s) the opportunity to vote on whether to form the District. The ballots were accompanied by a public notice describing their total estimated assessment, the individual property owner's estimated assessment, the reason for the proposed assessment and the general basis upon which the assessment was calculated.

2. Publicly owned properties (generally those which are developed similar to residential, commercial, and industrial use, as opposed to open space, parks, right-of-way, etc.) were assessed.

3. Assessment ballots returned before the close of the public input portion of the public hearing were tabulated to determine whether a majority protest against the proposed assessment existed. Ballots were weighted by each property owner's estimated assessment amount.

4. The City of Livermore held a Public Hearing on April 9, 2007, to provide an opportunity for any interested person to be heard. At the conclusion of the public input portion of the Public Hearing, City Council continued the public hearing to April 23, 2007 to allow time for the City Clerk to tabulate the assessment ballots.

5. The results of the assessment balloting process were presented to City Council at their April 23, 2007 Council meeting. It was found that the valid "YES" votes (weighted by assessment amount) represented 66% of the total valid votes (weighted by assessment amount), therefore City Council formed Maintenance District LL-859 and authorized the levy of assessments for Fiscal Year 2006-07.

***Current Annual Administration***

As required by the 1972 Act, this Engineer's Report describes the improvements to be operated, maintained and serviced by the District, provides a cost estimate for the District, describes the properties and zones of benefit within the District, describes the method used to allocate the costs to the benefiting properties within the District, and lists the proposed assessments to be levied upon each assessable lot or parcel within the District.

Payment of the assessment for each parcel may be either manually billed by the City or placed on each property owner's secured property tax roll bill. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this Report.

# SECTION II

## ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

## MAINTENANCE DISTRICT NO. LL-859

## FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution Directing The City Engineer To File An Annual Report, adopted by the City of Livermore on April 11, 2022, I, Bob Vinn, the duly appointed Engineer of Work, Assessment Engineer for Maintenance District LL-859 ("District") submit the following Report, consisting of Section I (Introduction), and this Section II, which consists of the following five (5) parts:

## PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in the District. Plans and specifications for the improvements are as set forth on the list thereof, attached hereto, and are on file in the Office of the City Engineer of the City of Livermore, and are incorporated herein by reference.

## PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is as set forth on the lists thereof, attached hereto, and is on file in the Office of the City Clerk of the City of Livermore.

## PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the City Clerk of the City of Livermore.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

## PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received.

## PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Livermore and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

# PART A

# PLANS AND SPECIFICATIONS

The streetscape, park, plaza, and trail improvements that will be operated, maintained, and serviced by the Maintenance District No. LL-859 are generally described below:

**1. Streetscapes:**
The streetscape improvements which are generally located along 1st Street consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, planters, urns, pots, landscape lighting, landscape trellises, fountains, sidewalks, bluestone pavers, flex zones, benches, bicycle racks, kiosks, drinking fountains, trash receptacles, tree and vine grates and other ancillary improvements identified in the First Street Streetscape Improvement Plans.

**2. Parks:**
The park improvements consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, landscape lighting, irrigation systems, sidewalks and trails, benches, bicycle racks, drinking fountains, trash receptacles, playground equipment and other ancillary improvements which are included in Carnegie Park, Hansen Park, Brickyard Park, Livermorium Park, Stockmen's Park, and various neighborhood pocket parks.

**3. Plazas:**
The plaza improvements consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, planters, urns, pots, landscape lighting, landscape trellises, fountains, sidewalks, bluestone pavers, flex zones, benches, bicycle racks, kiosks, drinking fountains, trash receptacles, flagpoles, flagpole lighting, memorial plaques, tree and vine grates and other ancillary improvements identified in the First Street Streetscape Flag Pole Plaza and LVC Park Plaza Improvement Plans.

**4. Trails:**
The trails which are generally located along Railroad Avenue consist of decomposed granite, pedestrian bridges, fencing, signage and adjacent landscaping and irrigation and irrigation systems, electricity and electrical systems and other ancillary improvements that are typically constructed within City trail systems.

The location of the improvements described above are shown on the Improvement Location Map in Appendix "A". The plans and specifications for the improvements are on file in the Office of the City Clerk of the City of Livermore.

# PART B

# ESTIMATE OF COST

The 1972 Act provides that the total cost for the operation, maintenance and servicing of the streetscape, park, plaza, and trail facilities can be recovered by the District. Maintenance can include the repair, removal, and capital replacement of the existing facilities; providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; and the removal of trimmings, rubbish, debris, and other solid waste, etc. Servicing can include electrical, water, gas, and associated costs from a public utility, etc. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting, and mailing of notices and all other costs associated with the annual collection of assessments, etc. are included within the annual costs shown in Table 1A below.

The estimated capital replacement costs and estimated annual maintenance costs upon completion of all facilities (in Fiscal Year 2022-23 dollars) are shown below in Table No. 1A. In addition, the table shows the proposed Fiscal Year 2022-23 annual maintenance costs based upon facilities currently or proposed to be constructed in Fiscal Year 2022-23 along with the percentages of special benefit and general benefit for each facility.

**Table No. 1A - FY 2022-23 Estimate of Cost Summary (in FY 2022-23 dollars)**

| Improvement Description | Estimated Annual Capital Replacement Costs [1] | Estimated Maximum Annual Maintenance Costs [2] | Estimated FY 2022-23 Actual Maintenance Costs | Special Benefit Percentage of FY 2022-23 Maint. Costs | Special Benefit Allocation of FY 2022-23 Maint. Costs | General Benefit Percentage of FY 2022-23 Maint. Costs | General Benefit Allocation of FY 2022-23 Maint. Costs |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1st Street Streetscape (L to Maple) | $189,339 | $522,638 | $457,397 | 90.00% | $411,658 | 10.00% | $45,740 |
| 1st Street Streetscape (Stanley to L St.) | $40,390 | $100,520 | $8,371 | 90.00% | $7,534 | 10.00% | $837 |
| 1st Street Streetscape (Maple to Inman) | $30,508 | $74,597 | $6,526 | 90.00% | $5,874 | 10.00% | $653 |
| Flag Pole Plaza & Lizzy Fountain | $43,736 | $167,990 | $46,123 | 60.00% | $27,674 | 40.00% | $18,449 |
| Shea, Stockmen's & Livermorium Parks | $32,807 | $256,763 | $110,347 | 60.00% | $66,208 | 40.00% | $44,139 |
| Carnegie, Brickyard & Hansen Parks | $15,496 | $172,062 | $72,626 | 60.00% | $43,576 | 40.00% | $29,050 |
| Pocket Parks [3] | $45,573 | $424,257 | $0 | 90.00% | $0 | 10.00% | $0 |
| Trails | $178,073 | $62,465 | $0 | 47.00% | $0 | 53.00% | $0 |
| **Total Estimated Annual Cost** | **$575,923** | **$1,781,292** | **$701,391** | | **$562,523** | | **$138,868** |

[1] City will complete necessary capital improvements, whose costs shall be a portion of the City's contributions to the Downtown LMD.
[2] The Estimated Maximum Annual Maintenance Cost is in FY 2022-23 dollars and assumes all improvements have been installed.
[3] 85% of the benefit of the pocket parks will be directly attributable to the developments which install them, 5% shall be considered a special benefit to the Downtown LMD, and 10% shall be considered a General Benefit. The cost of maintaining said pocket parks shall be distributed in line with these benefit percentages.

Table No. 1B below shows the allocation of revenue from the various funding sources (assessment revenue and City contributions) to fund the Fiscal Year 2022-23 estimated maintenance costs.

**Table No. 1B - FY 2022-23 Estimate of Cost Summary (Continued)**
**(in FY 2022-23 dollars)**

| Improvement Description | Max. FY 2022-23 Assessment Revenue That Can Be Assessed [1] | FY 2022-23 Assessment Revenue [2] | FY 2022-23 General Benefit Required Contribution [3] | FY 2022-23 Supplemental Contribution by the City [4] | FY 2022-23 Estimated Annual Maintenance Costs |
|---|---|---|---|---|---|
| | | | | | |
| 1st Street Streetscape (L to Maple) | $283,080 | $283,080 | $45,740 | $128,578 | $457,397 |
| 1st Street Streetscape (Stanley to L St.) | $123,242 | $7,534 | $837 | $0 | $8,371 |
| 1st Street Streetscape (Maple to Inman) | $66,715 | $5,874 | $653 | $0 | $6,526 |
| Flag Pole Plaza & Lizzy Fountain | $96,919 | $27,674 | $18,449 | $0 | $46,123 |
| Shea, Stockmen's & Livermorium Parks | $148,135 | $66,208 | $44,139 | $0 | $110,347 |
| Carnegie, Brickyard & Hansen Parks | $99,268 | $43,576 | $29,050 | $0 | $72,626 |
| Pocket Parks | $20,397 | $0 | $0 | $0 | $0 |
| Trails | $29,701 | $0 | $0 | $0 | $0 |
| **Total Estimated Annual Cost** | **$867,455** | **$433,945** | **$138,868** | **$128,578** | **$701,391** |

[1] This is the maximum assessment revenue that can be collected from the parcels within the boundaries of the Assessment District for the maintenance of each improvement type. The maximum assessment revenue is based upon the maximum assessment rates established when the Assessment District was formed.

[2] The Assessment Revenue above may not foot to the total amount shown in the roll due to County rounding adjustments.

[3] The City's required contribution is $138,868 which covers the estimated general benefits received by properties inside or outside the boundaries of the district.

[4] The City's supplemental contribution of $128,578 is needed because entitlements for certain properties expired and the maximum allowable assessments have already been levied against the parcels benefitting from the various improvements.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by the assessments shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for capital or operating reserves.

# PART C

# ASSESSMENT DISTRICT DIAGRAM

The boundaries and benefit zones of the City of Livermore's Maintenance District No. LL-859 are shown on the Assessment Diagram in Appendix "B". The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

# PART D

# METHOD OF APPORTIONMENT OF ASSESSMENT

## GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements, which includes the operation, maintenance and servicing of streetscapes, parks, plazas, and trails.

Section 22573 of the Landscape and Lighting Act of 1972 requires that assessments must be levied according to special benefit, rather than according to assessed valuations. This Section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

In addition, Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

The Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, public parkways and parks, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

## ASSESSMENT METHODOLOGY

The total operation, maintenance and servicing costs for the streetscape, park, plaza, and trail improvements are apportioned in accordance with the benefit spread methodology described below.

### General Versus Special Benefit

The City may only assess property owners for that portion of the improvements which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund. The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination.

### Streetscape Benefit Spread Methodology

Because the construction of the streetscape improvements occurred in three (3) distinct phases and because the types of improvements within each phase vary substantially from one phase to another, special benefit zones have been developed. These benefit zones are illustrated on the Assessment Diagram located in Appendix “B”.

Parcels located within Benefit Zone A-1 will benefit from the streetscape improvements located generally along 1st Street from South L Street to Maple Street. Parcels located within Benefit Zone B-1 will benefit from the streetscape improvements located generally along 1st Street from Stanley Blvd. to South L Street. Parcels located within Benefit Zone C-1 will benefit from the streetscape improvements located generally along 1st Street from Maple Street to Inman Street.

Because most of the streetscape improvements are being constructed to help promote and develop an aesthetically pleasing and vibrant downtown that will attract residents to live and patrons to shop, most of the benefits received from the streetscape improvements will be special and direct benefits to the property owners located adjacent to those improvements. It is estimated that 10% of the costs to operate, maintain and service the streetscape improvements will be a benefit to the general public (“General Benefit”) and 90% of the costs to maintain the streetscape improvements will be a special and direct benefit to the property owners located within the District (“Special Benefit”). Table No. 2 on the following page shows the streetscape maintenance costs associated with each construction phase anticipated at buildout and their proportionate general and special benefit cost allocations.

| Table No. 2 - Streetscape Maintenance Cost Allocations | | | | |
|---|---|---|---|---|
| **Improvement Phase** | **Estimated Total Annual Maintenance Costs** | **General Benefit Percentage of Total Annual Costs** | **General Benefit Portion of Total Annual Costs** | **Special Benefit Portion of Total Annual Costs** |
| | | | | |
| Streetscape (Zone "A-1") | $522,638 | 10.00% | $52,264 | $470,375 |
| Streetscape (Zone "B-1") | $100,520 | 10.00% | $10,052 | $90,468 |
| Streetscape (Zone "C-1") | $74,597 | 10.00% | $7,460 | $67,137 |
| **Total** | **$697,755** | | **$69,776** | **$627,980** |

The proposed annual streetscape maintenance costs for each benefit zone will be spread to the parcels located within that benefit zone based upon parcel front footage and improved building square footage.

Twenty five percent (25%) of the assessable maintenance cost within each benefit zone will be spread to the parcels fronting the streetscape improvements on 1st Street, based upon their proportionate share of parcel frontage fronting the streetscape improvements. The remaining seventy-five (75%) of the assessable maintenance costs within each benefit zone will be spread to the parcels within that benefit zone based on their proportionate share of improved building square footage. The improved building square footage used for assessment calculation purposes is based upon the actual improved building square footage, or if the property owner has received entitlements to develop the parcel to a more intense use, then the entitlement building square footage was used.

Table No. 3 on the following page shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone “A-1” at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

| Table No. 3 - Benefit Zone "A-1" Total Streetscape Allocation of Costs | | | |
|---|---|---|---|
| | **Total Estimated Frontage (Ft.) & Improved Sq. Ft.** | **Total Estimate of Maximum Annual Assessment** | **Maximum Annual Rate per Front Foot/ Imp. Sq. Ft.** |
| | | | |
| Frontage | 2,639 | $117,594 | $44.57 |
| | | | |
| Area A-1 (Res) | 407,789 | $160,900 | $0.394568 |
| Area A-1 (Commercial) | 467,173 | $184,331 | $0.394568 |
| Area A-1 (Office) | 19,133 | $7,549 | $0.394568 |
| Subtotal | 894,095 | $352,781 | |
| | | | |
| **Total Revenue** | | **$470,375** | |

Table No. 4 below shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone “B-1” at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

| Table No. 4 - Benefit Zone "B-1" Total Streetscape Allocation of Costs | | | |
|---|---|---|---|
| | **Total Estimated Frontage (Ft.) & Improved Sq. Ft.** | **Total Estimate of Maximum Annual Assessment** | **Maximum Annual Rate per Front Foot/ Imp. Sq. Ft.** |
| | | | |
| Frontage | 4,218 | $22,617 | $5.36 |
| | | | |
| Area B-1 (Res) | 193,778 | $22,956 | $0.118467 |
| Area B-1 (Commercial) | 370,598 | $43,903 | $0.118467 |
| Area B-1 (Office) | 8,368 | $991 | $0.118467 |
| Subtotal | 572,744 | $67,851 | |
| | | | |
| **Total Revenue** | | **$90,468** | |

Table No. 5 below shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone "C-1" at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

**Table No. 5 - Benefit Zone "C-1"**
**Total Streetscape Allocation of Costs**

| | Total Estimated Frontage (Ft.) & Improved Sq. Ft. | Total Estimate of Maximum Annual Assessment | Maximum Annual Rate per Front Foot/ Imp. Sq. Ft. |
|---|---|---|---|
| | | | |
| Frontage | 3,155 | $16,784 | $5.32 |
| | | | |
| Area C-1 (Res) | 323,991 | $39,338 | $0.121416 |
| Area C-1 (Commercial) | 90,723 | $11,015 | $0.121416 |
| Area C-1 (Office) | 0 | $0 | $0.121416 |
| Subtotal | 414,714 | $50,353 | |
| | | | |
| **Total Revenue** | | **$67,137** | |

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. A-1 their maximum assessment for the streetscape improvement would be calculated as follows:

| | | |
|---|---|---|
| Frontage Assmt. = | 50 feet x $44.57/ft. | = $2,228.50 |
| Improved Sq. Ft Assmt. = | 2,500 sq. ft. x $.394568/sq. ft. | = $ 986.42 |
| | Total: | $3,214.92 |

**Park, Plaza, and Trail Improvements**

Because most of the park and plaza improvements are similar to the streetscape improvements in that they were constructed to help promote and develop an aesthetically pleasing and vibrant downtown that will attract residents to live and patrons to shop, most of the benefits received from the park and plaza improvements will be special and direct benefits to the property owners within the District. It is estimated that 40% of the costs to maintain the Flagpole Plaza/Lizzy Fountain, Shea Plaza, Stockmen's Park, Livermorium Park, Carnegie Park, Hansen Park, and Brickyard Park will be a benefit to the general public ("General Benefit") and the remaining 60% of the costs will be a special and direct benefit to the property owners located within the District ("Special Benefit").

In addition, it is estimated that 85% of the costs to maintain future pocket parks will directly benefit the developments which install the pocket parks because of their close proximity to the parks, 10% of the pocket park costs will be a benefit to the general public and 5% will be a special and direct benefit to the property owners located within the District (excluding developments which installed the pocket parks).

The trail improvements are part of a regional trail system which will be utilized by residents throughout the entire City, not just the downtown area; therefore, it is estimated that 53% of the costs to maintain the trail improvements will be a benefit to the general public ("General Benefit") and the remaining 47% of the costs will be a special and direct benefit to the property owners located within the District ("Special Benefit").

Table No. 6 below shows the maintenance cost allocation anticipated at buildout for each improvement item based upon their general and special benefit percentages.

**Table No. 6 - Parks, Plazas & Trail Maintenance Cost Allocations**

| Improvement Phase | Estimated Total Annual Maintenance Costs | General Benefit Percentage of Total Annual Costs | General Benefit Portion of Total Annual Costs | Special Benefit Percentage of Total Annual Costs | Special Benefit Portion of Total Annual Costs |
|---|---|---|---|---|---|
| | | | | | |
| Flag Pole Plaza & Lizzy Fountain | $167,990 | 40.00% | $67,196 | 60.00% | $100,794 |
| Shea, Stockmen's, & Livermorium Parks | $256,763 | 40.00% | $102,705 | 60.00% | $154,058 |
| Carnegie, Brickyard & Hansen Parks | $172,062 | 40.00% | $68,825 | 60.00% | $103,237 |
| Pocket Parks [1] | $424,257 | 10.00% | $42,426 | 90.00% | $381,831 |
| Trails | $62,465 | 53.00% | $33,106 | 47.00% | $29,358 |
| **Total** | **$1,083,536** | | **$314,258** | | **$769,279** |

[1] 85% of the benefit of the pocket parks will be directly attributable to the developments which install them, 5% shall be considered a special benefit to the Downtown LMD, and 10% shall be considered a General Benefit. The cost of maintaining said pocket parks shall be distributed in line with these benefit percentages.

The proposed methodology to be used to allocate the assessable costs of the parks, plazas and trails will be based upon service population. Service population is divided into two broad classes:

- Residents living within the Maintenance District; and
- Employees of businesses located within the Maintenance District.

The assessable costs associated with the park, plaza and trail improvements will be spread to each assessable parcel within the District based upon their proportionate share of service population, adjusted for use, as described below. Total estimated service population is based upon the density assumptions used in the City of Livermore's Park Facilities Fee Study, dated November 14, 2004 (Table No. 2, Page No. 10). The estimated service population is 2.61 residents per residential dwelling unit and 2.00 employees per 1,000 sq. ft. of commercial space and 2.86 employees per 1,000 sq. ft. of office space. The improved building square footage used for assessment calculation purposes is based upon the actual improved building square footage, or if the property

owner has received entitlements to develop the parcel to a more intense use, then the entitlement building square footage was used. The estimated service population within the District at the time of formation is shown in Table No. 7 below.

**Table No. 7 - Service Population**

| Land Use Category | Total Asmt. Dist. Imp. Sq. Ft. | Service Population Rates | Total Service Population |
|---|---|---|---|
| | | | |
| Residential (1,076 units) | 1,285,841 | 2.61 Residents/Unit | 2,808 |
| Commercial | 1,593,363 | 2.00 employees/1,000 sq. ft. | 3,187 |
| Office | 69,747 | 2.86 employees/1,000 sq. ft. | 199 |
| **Total** | **2,948,951** | | **6,195** |

Based upon the results of the City of Livermore's Park Facilities Fee Study, dated November 14, 2004, the service population associated with non-residential uses have limited hours to utilize the park, plaza, and trail improvements. Employees of these non-residential properties typically use these facilities before or after work hours, during lunch or during organized employee functions. Residential property owners have the ability to utilize these improvements throughout each workday and on weekends. Therefore, an adjustment or reduction in assessment must be made to the non-residential service population. The proposed adjusted service population factor is based upon the adjusted service population assumptions used in the City of Livermore's Park Facilities Fee Study, dated November 14, 2004 (Table No. 1, Page No. 8). The adjusted service population at the time of formation, for non-residential is decreased by 81% as shown on the following page in Table No. 8.

**Table No. 8 - Adjusted Service Population**

| Land Use Category | Total Asmt. Dist. Imp. Sq. Ft. | Total Service Population | Total Adjusted Service Population |
|---|---|---|---|
| | | | |
| Residential (1,076 units) | 1,285,841 | 2,808 | 2,808 |
| Commercial | 1,593,363 | 3,187 | 605 |
| Office | 69,747 | 199 | 38 |
| **Total Service Population** | **2,948,951** | **6,195** | **3,452** |

The maximum assessment rates for operating, maintaining and servicing the park and plaza improvements are then determined by spreading the projected annual costs proportionately to the adjusted service population for each land use category and then dividing by the total estimated improved square footage for each land use category as shown below in Table No. 9 at the time of formation, along with the annual maximum rates for the upcoming fiscal year.

**Table No. 9 - Parks and Plazas Allocation of Costs**

| Land Use Category | Total Asmt. Dist. Imp. Sq. Ft. | Total Service Population | Total Adjusted Service Population | Total Maintenance Cost Allocation | Maximum Assessment per Imp. Sq. Ft. |
|---|---|---|---|---|---|
| | | | | | |
| Residential (1,076 units) | 1,285,841 | 2,808 | 2,808 | $308,603 | $0.240000 |
| Commercial | 1,593,363 | 3,187 | 605 | $66,534 | $0.041757 |
| Office | 69,747 | 199 | 38 | $4,165 | $0.059713 |
| **Total** | **2,948,951** | **6,195** | **3,452** | **$379,302** | |

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. A-1, their maximum assessment for the park and plaza improvement would be calculated as follows:

Improved Sq. Ft. Assmt. = 2,500 sq. ft. x $.041757/sq. ft. = $104.39
Total: $104.39

Since the trail system is not located in the central part of the Maintenance District special benefit zones have been created. Parcels located within Benefit Zone No. 1 are located within close proximity to the trail system and parcels located within Benefit Zone No. 2 are located farther away from the trail system. Therefore, parcels located within Benefit Zone No. 2 will receive a 50% discount in their assessment. The maximum assessment rates for operating, maintaining, and servicing the trail improvements are determined by spreading the projected annual costs proportionately to the adjusted service population (with a 50% discount given to Benefit Zone No. 2) for each land use category and then dividing by the total estimated improved square footage for each land use category as shown below in Table No. 10.

| Table No. 10 - Trail Allocation of Costs | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land Use Category | Total Asmt. Dist. Actual Imp. Sq. Ft. | Total Service Population | Total Adjusted Service Population | Benefit Factor | Benefit Factor Adjusted Service Population | Total Maintenance Cost Allocation | Maximum Assessment per Imp. Sq. Ft. |
| Residential (352 units) - Zone 1 | 419,485 | 916 | 916 | 1.00 | 916 | $11,829 | $0.028198 |
| Commercial - Zone 1 | 473,374 | 947 | 180 | 1.00 | 180 | $2,322 | $0.004906 |
| Office Zone - 1 | 0 | 0 | 0 | 1.00 | 0 | $0 | $0.007015 |
| Residential (724 units) - Zone 2 | 866,356 | 1,892 | 1,892 | 0.50 | 946 | $12,215 | $0.014099 |
| Commercial - Zone 2 | 1,119,989 | 2,240 | 426 | 0.50 | 213 | $2,747 | $0.002453 |
| Office Zone - 2 | 69,747 | 199 | 38 | 0.50 | 19 | $245 | $0.003508 |
| **Total** | **2,948,951** | **6,195** | **3,452** | | **2,274** | **$29,358** | |

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. 1, their maximum assessment for the trail improvement would be calculated as follows:

Improved Sq. Ft. Assmt. = 2,500 sq. ft. x $.004906/sq. ft. = $12.27
Total: $12.27

**Maximum Fiscal Year 2022-23 Assessment Rates and Actual Fiscal Year 2022-23 Assessment Rates**

The maximum Fiscal Year 2022-23 and proposed Fiscal Year 2022-23 assessment rates shown below for each improvement type are in Fiscal Year 2022-23 dollars. Each fiscal year the maximum assessment rates shown may be increased based upon the prior year's change in the Consumer Price Index - Urban Wage Earners and Clerical Workers – All Items – San Francisco, Oakland, San Jose Area plus 1%. The base CPI Index that is used for the annual future CPI increase calculations is the February 2006 CPI Index of 202.500. The February 2022 CPI Index is 316.463 which equates to a 72.28% increase in rates since February 2006.

The Maximum and Fiscal Year 2022-23 assessment rates for the streetscape improvements are shown on the following page in Table No. 11:

| Table No. 11 - Streetscape Improvements<br>Maximum & FY 2022-23 Assessments (in FY 2022-23 Dollars)<br>Based on Actual/Current Sq. Ft. | | | | |
|---|---|---|---|---|
| Benefit Zone | Maximum Assessment per Front Foot | FY 2022-23 Assessment per Front Foot | Maximum Assessment per Imp. Sq. Ft. | FY 2022-23 Assessment per Imp. Sq. Ft. |
| A-1 | $44.568 | $44.568 | $0.394568 | $0.394568 |
| B-1 | $5.358 | $0.328 | $0.118467 | $0.007242 |
| C-1 | $5.323 | $0.469 | $0.121416 | $0.010690 |

The Maximum and Fiscal Year 2022-23 assessment rates for the park and plaza improvements are shown below in Table No. 12:

**Table No. 12 - Park and Plaza Improvements**
**Maximum & FY 2022-23 Assessments (in FY 2022-23 Dollars)**
**Based on Actual/Current Sq. Ft.**

| Property Classification | Maximum Assessment per Imp. Sq. Ft. | FY 2022-23 Assessment per Imp. Sq. Ft. |
|---|---|---|
| Residential | $0.240000 | $0.090453 |
| Commercial | $0.041757 | $0.015738 |
| Office | $0.059713 | $0.022505 |

The Maximum and Fiscal Year 2022-23 assessment rates for the trail improvements are shown on the following page in Table No. 13:

**Table No. 13 - Trail Improvements**
**Maximum & FY 2022-23 Assessments (in FY 2022-23 Dollars)**
**Based on Actual/Current Sq. Ft.**

| Property Classification | Maximum Assessment per Imp. Sq. Ft. | FY 2022-23 Assessment per Imp. Sq. Ft. |
|---|---|---|
| Residential - Zone 1 | $0.028198 | $0.000000 |
| Commercial - Zone 1 | $0.004906 | $0.000000 |
| Office - Zone 1 | $0.007015 | $0.000000 |
| Residential - Zone 2 | $0.014099 | $0.000000 |
| Commercial - Zone 2 | $0.002453 | $0.000000 |
| Office - Zone 2 | $0.003508 | $0.000000 |

## PROPERTY OWNER APPEALS OF SPECIAL ASSESSMENT LEVIES

Any Property Owner claiming that the amount or application of the Special Assessment is not correct and requesting a refund, may file a written notice of appeal and refund to that effect with the City Engineer not later than one calendar year after having paid the Special Assessment that is disputed. The City Engineer shall promptly review the appeal, and if necessary, meet with the Property Owner, consider written and oral evidence regarding the amount of the Special Assessment, and decide the appeal. If the City Engineer's decision requires that the Special Assessment be modified or changed in favor of the Property Owner, a refund shall be made or an adjustment may be made to the next

Annual Special Assessment levy. Any dispute over the decision of the City Engineer shall be referred to the City Council and the decision of the City Council shall be final. This procedure shall be exclusive and its exhaustion by any Property Owner shall be a condition precedent to any legal action by such owner.

# PART E

# PROPERTY OWNER LIST & ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each lot or parcel within the Maintenance District No. LL-859 is shown on the last Equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Fiscal Year 2022-23 Assessment Roll in Appendix "C" of this report.

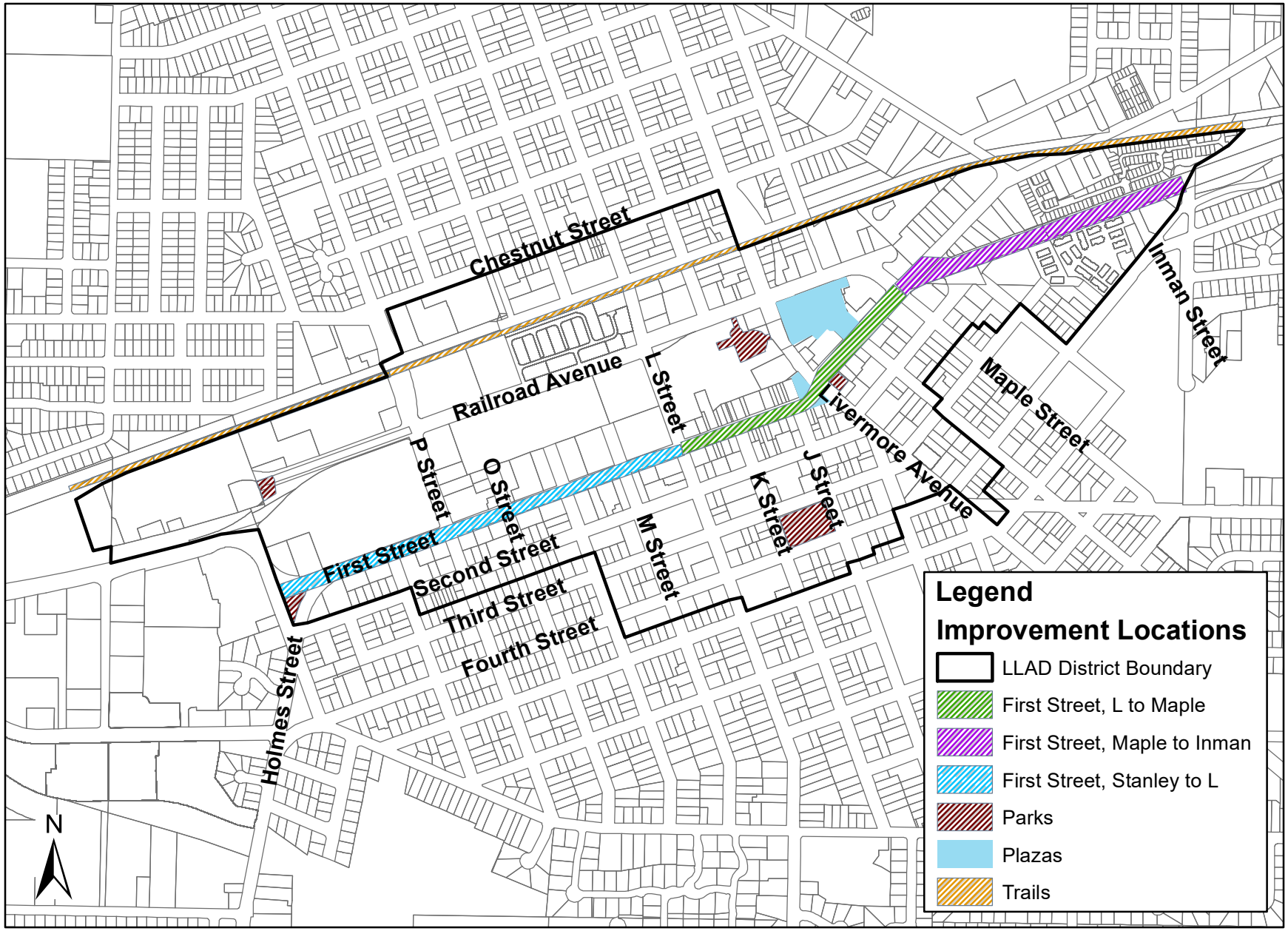
The total proposed assessment for Fiscal Year 2022-23 is $433,941.02. This amount differs slightly from the assessment revenue amount shown in Table 1 because the County only accepts assessment levies in even pennies so that the property tax bill can be split equally into two (2) installments.

# APPENDIX "A"

# IMPROVEMENT LOCATION MAP

# City of Livermore
# Maintenance District No. LL-859
# Improvement Location Map

**ATTACHMENT 3**

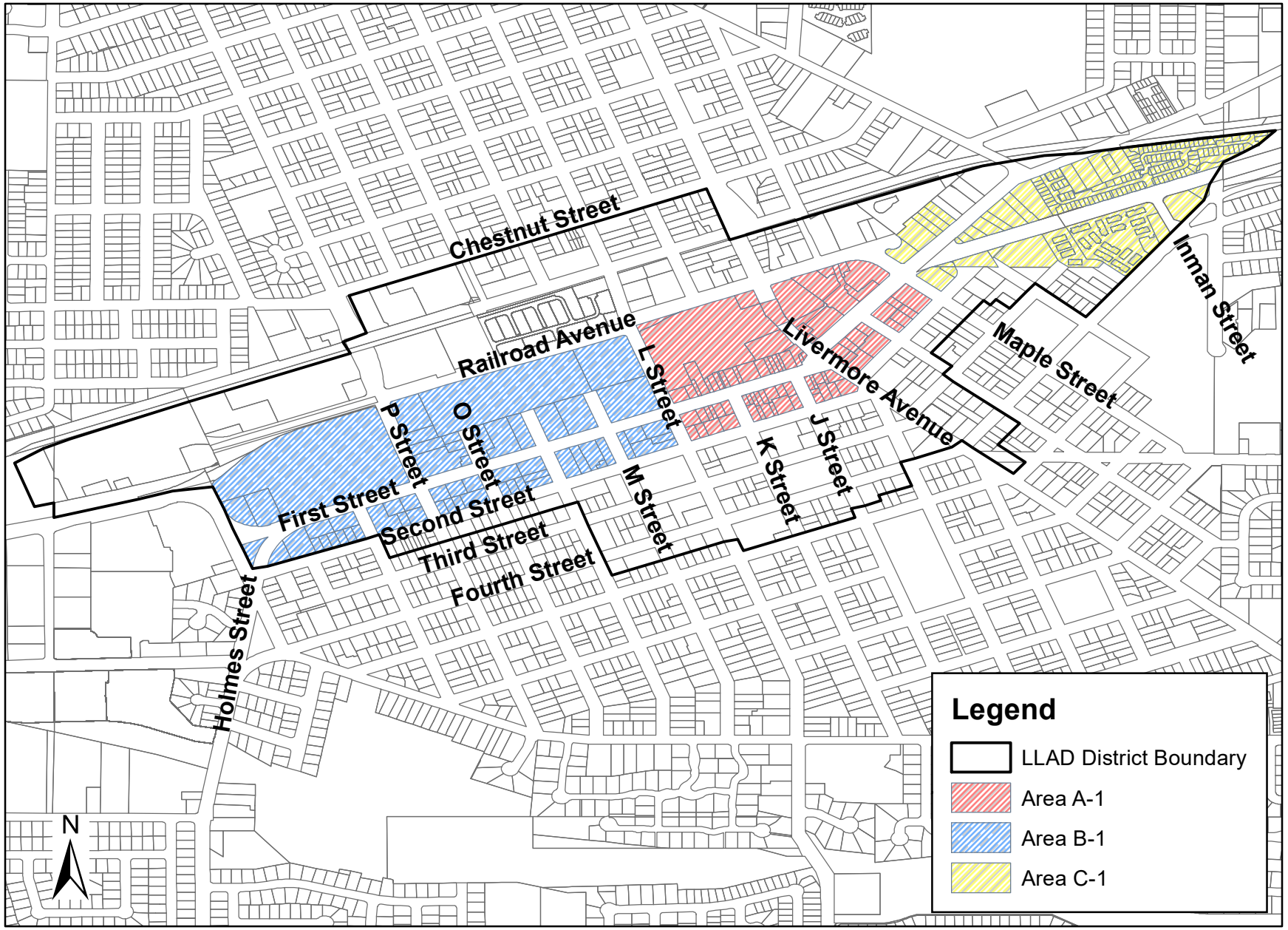


# APPENDIX "B"

# ASSESSMENT DISTRICT DIAGRAM

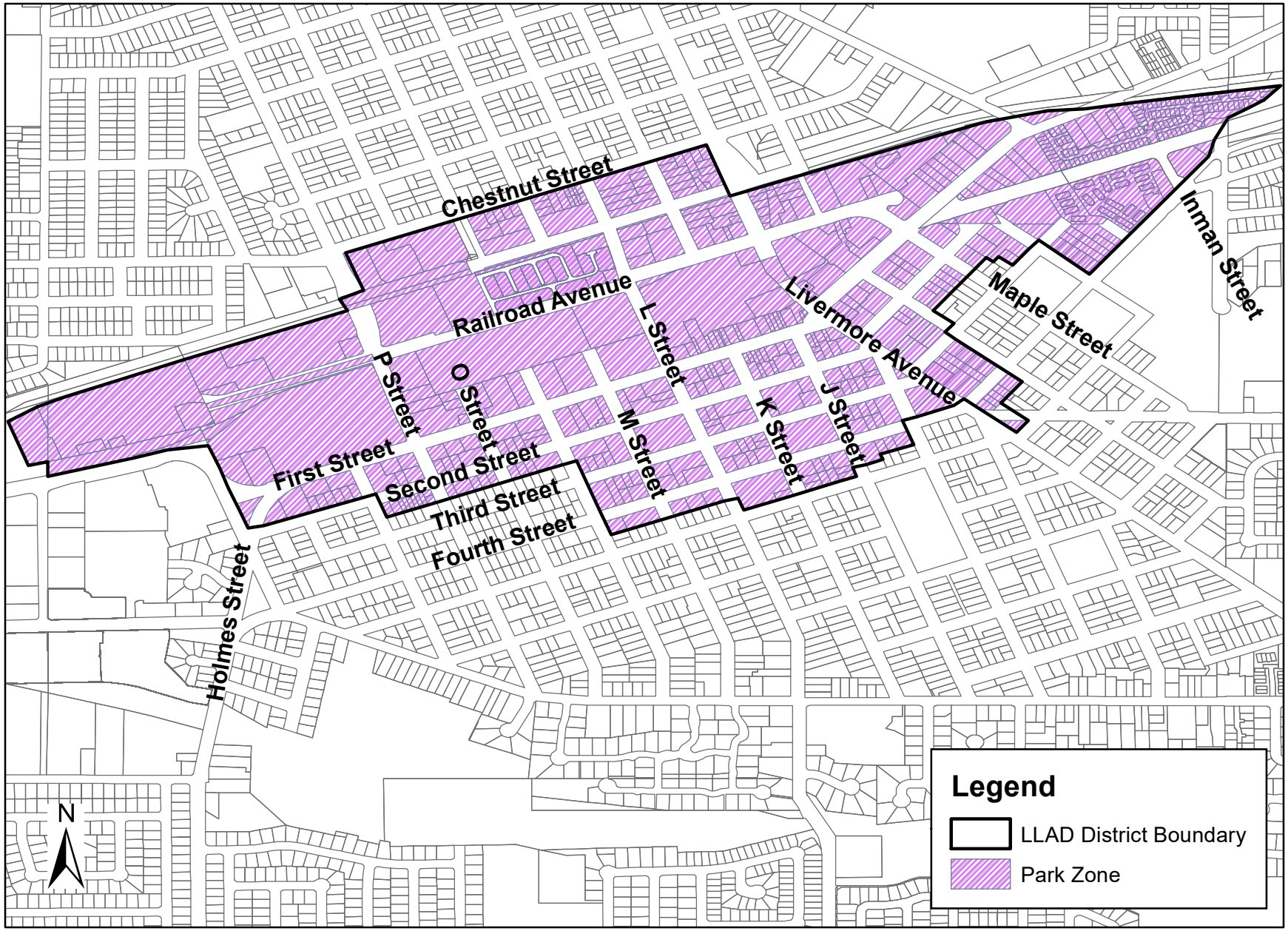
# City of Livermore
# Maintenance District No. LL-859
# Streetscape Improvement Benefit Zones

**ATTACHMENT 3**



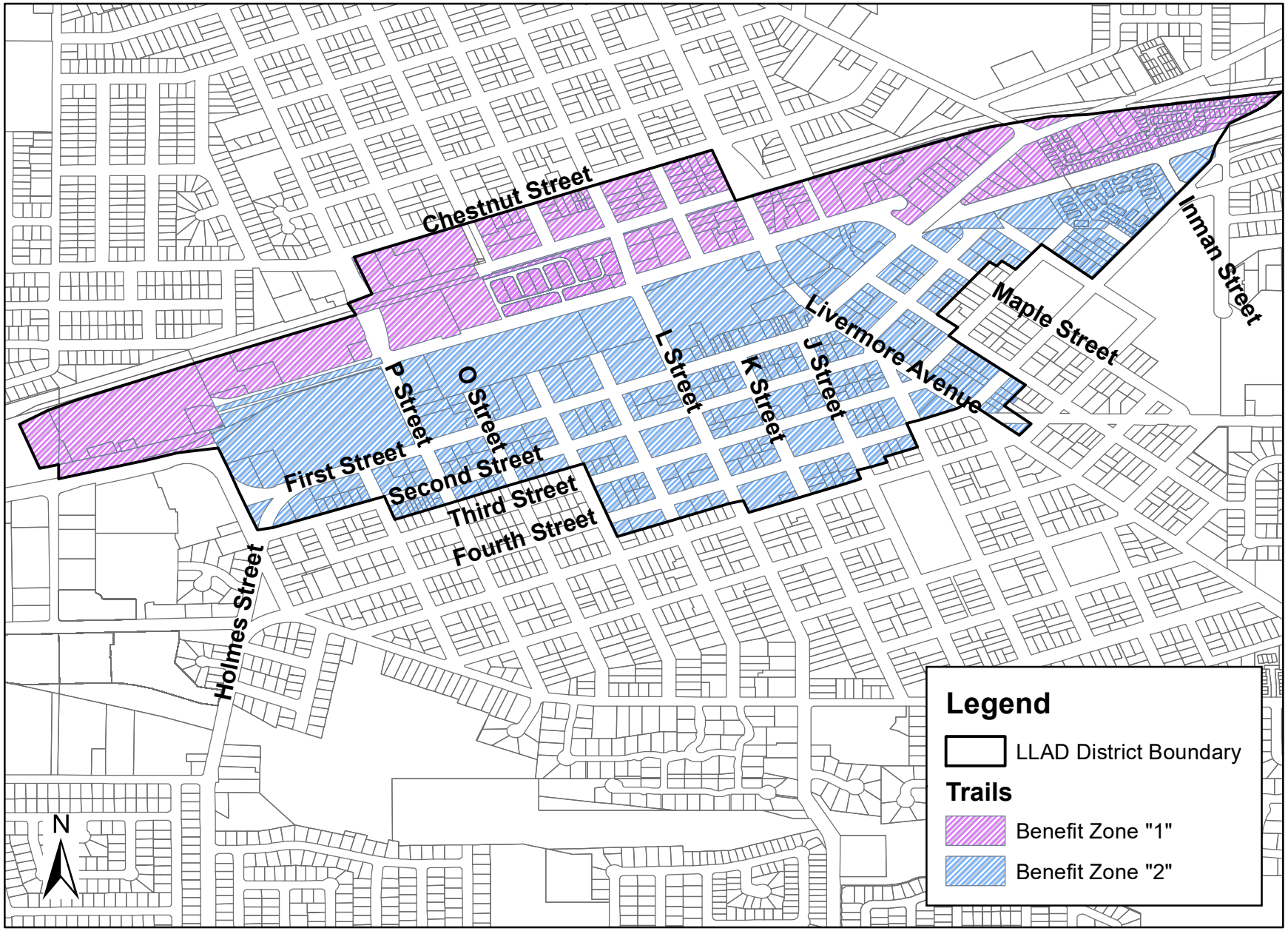
# City of Livermore
# Maintenance District No. LL-859
# Park Improvement Benefit Zone

**ATTACHMENT 3**



# City of Livermore
# Maintenance District No. LL-859
# Trail Improvement Benefit Zones

**ATTACHMENT 3**



# APPENDIX "C"

# ASSESSMENT ROLL &
# MAXIMUM ASSESSMENT PER PARCEL
# (IN FISCAL YEAR 2022-23 DOLLARS)

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0001-009-00 | COM | A1 | 2 | 66.260 | 3,791 | $2,953.08 | $1,495.81 | $158.30 | $9.30 | $4,616.49 | $2,953.08 | $1,495.81 | $59.66 | $0.00 | $4,508.54 | 2226 1ST ST |
| 097 -0001-010-00 | COM | A1 | 2 | 17.740 | 1,998 | $790.64 | $788.35 | $83.43 | $4.90 | $1,667.32 | $790.64 | $788.35 | $31.44 | $0.00 | $1,610.42 | 2206 1ST ST |
| 097 -0001-011-00 | COM | A1 | 2 | 25.000 | 2,600 | $1,114.20 | $1,025.88 | $108.57 | $6.38 | $2,255.03 | $1,114.20 | $1,025.88 | $40.92 | $0.00 | $2,181.00 | 2200 1ST ST |
| 097 -0001-012-00 | COM | A1 | 2 | 25.860 | 2,500 | $1,152.53 | $986.42 | $104.39 | $6.13 | $2,249.47 | $1,152.53 | $986.42 | $39.34 | $0.00 | $2,178.28 | 2196 1ST ST |
| 097 -0001-013-00 | COM | A1 | 2 | 25.000 | 2,600 | $1,114.20 | $1,025.88 | $108.57 | $6.38 | $2,255.03 | $1,114.20 | $1,025.88 | $40.92 | $0.00 | $2,181.00 | 2190 1ST ST |
| 097 -0001-014-00 | COM | A1 | 2 | 60.000 | 8,120 | $2,674.08 | $3,203.89 | $339.07 | $19.92 | $6,236.96 | $2,674.08 | $3,203.89 | $127.79 | $0.00 | $6,005.76 | 2184 1ST ST |
| 097 -0001-015-00 | COM | A1 | 2 | 105.990 | 4,249 | $4,723.76 | $1,676.52 | $177.43 | $10.42 | $6,588.13 | $4,723.76 | $1,676.52 | $66.87 | $0.00 | $6,467.14 | 2136 1ST ST |
| 097 -0001-016-00 | COM | A1 | 2 | 23.300 | 1,918 | $1,038.43 | $756.78 | $80.09 | $4.70 | $1,880.00 | $1,038.43 | $756.78 | $30.18 | $0.00 | $1,825.38 | 2118 1ST ST |
| 097 -0001-017-00 | COM | A1 | 2 | 56.000 | 6,608 | $2,495.81 | $2,607.31 | $275.93 | $16.21 | $5,395.26 | $2,495.81 | $2,607.31 | $103.99 | $0.00 | $5,207.10 | 2112 1ST ST |
| 097 -0001-018-00 | COM | A1 | 2 | 27.000 | 1,300 | $1,203.34 | $512.94 | $54.28 | $3.19 | $1,773.75 | $1,203.34 | $512.94 | $20.46 | $0.00 | $1,736.74 | 2086 1ST ST |
| 097 -0001-020-00 | COM | A1 | 2 | 26.000 | 1,320 | $1,158.77 | $520.83 | $55.12 | $3.24 | $1,737.96 | $1,158.77 | $520.83 | $20.77 | $0.00 | $1,700.36 | 2080 1ST ST |
| 097 -0001-022-02 | VCOM | A1 | 2 | 20.500 | 0 | $913.64 | $0.00 | $0.00 | $0.00 | $913.64 | $913.64 | $0.00 | $0.00 | $0.00 | $913.64 | 2038 1ST ST |
| 097 -0001-023-00 | COM | A1 | 2 | 50.000 | 3,447 | $2,228.40 | $1,360.08 | $143.94 | $8.46 | $3,740.88 | $2,228.40 | $1,360.08 | $54.25 | $0.00 | $3,642.72 | 2032 1ST ST |
| 097 -0001-024-01 | COM | A1 | 2 | 100.000 | 1,620 | $4,456.80 | $639.20 | $67.65 | $3.97 | $5,167.62 | $4,456.80 | $639.20 | $25.50 | $0.00 | $5,121.50 | 2008 1ST ST |
| 097 -0001-030-02 | COM | A1 | 2 | 31.500 | 1,320 | $1,403.89 | $520.83 | $55.12 | $3.24 | $1,983.08 | $1,403.89 | $520.83 | $20.77 | $0.00 | $1,945.48 | 2044 1ST ST |
| 097 -0001-033-00 | COM | A1 | 2 | 0.000 | 21,976 | $0.00 | $8,671.03 | $917.65 | $53.91 | $9,642.59 | $0.00 | $8,671.03 | $345.85 | $0.00 | $9,016.88 | 43 S LIVERMORE AVE |
| 097 -0001-034-00 | COM | A1 | 2 | 24.000 | 2,556 | $1,069.63 | $1,008.52 | $106.73 | $6.27 | $2,191.15 | $1,069.63 | $1,008.52 | $40.23 | $0.00 | $2,118.38 | 2056 1ST ST |
| 097 -0001-035-00 | COM | A1 | 2 | 36.000 | 5,212 | $1,604.45 | $2,056.49 | $217.64 | $12.79 | $3,891.37 | $1,604.45 | $2,056.49 | $82.02 | $0.00 | $3,742.96 | 2062 1ST ST |
| 097 -0004-001-02 | COM | B1 | 2 | 175.000 | 11,700 | $937.65 | $1,386.06 | $488.56 | $28.70 | $2,840.97 | $57.32 | $84.73 | $184.13 | $0.00 | $326.18 | 1870 1ST ST |
| 097 -0004-002-02 | IND | B1 | 2 | 125.000 | 18,566 | $669.75 | $2,199.46 | $775.26 | $45.54 | $3,690.01 | $40.94 | $134.45 | $292.19 | $0.00 | $467.58 | 1814 1ST ST |
| 097 -0005-001-10 | COM | B1 | 2 | 85.000 | 7,200 | $455.43 | $852.96 | $300.65 | $17.66 | $1,626.70 | $27.84 | $52.14 | $113.31 | $0.00 | $193.28 | 1790 1ST ST |
| 097 -0005-001-11 | COM | B1 | 2 | 189.900 | 15,844 | $1,017.48 | $1,876.99 | $661.60 | $38.87 | $3,594.94 | $62.20 | $114.74 | $249.35 | $0.00 | $426.28 | 1764 1ST ST |
| 097 -0005-001-12 | COM | B1 | 2 | 25.500 | 13,058 | $136.63 | $1,546.94 | $545.26 | $32.03 | $2,260.86 | $8.35 | $94.56 | $205.50 | $0.00 | $308.40 | 1722 1ST ST |
| 097 -0008-001-00 | COM | B1 | 2 | 100.000 | 1,875 | $535.80 | $222.13 | $78.29 | $4.60 | $840.82 | $32.75 | $13.58 | $29.51 | $0.00 | $75.84 | 1593 1ST ST |
| 097 -0008-002-00 | COM | B1 | 2 | 0.000 | 1,087 | $0.00 | $128.77 | $45.39 | $2.67 | $176.83 | $0.00 | $7.87 | $17.11 | $0.00 | $24.98 | 1576 2ND ST |
| 097 -0008-003-00 | SFR | B1 | 2 | 0.000 | 832 | $0.00 | $98.56 | $199.68 | $11.73 | $309.97 | $0.00 | $6.03 | $75.26 | $0.00 | $81.28 | 1562 2ND ST |
| 097 -0008-004-00 | COM | B1 | 2 | 100.000 | 10,080 | $535.80 | $1,194.15 | $420.91 | $24.73 | $2,175.59 | $32.75 | $73.00 | $158.64 | $0.00 | $264.38 | 1548 2ND ST |
| 097 -0008-005-00 | COM | B1 | 2 | 100.000 | 2,001 | $535.80 | $237.05 | $83.56 | $4.91 | $861.32 | $32.75 | $14.49 | $31.49 | $0.00 | $78.72 | 1543 1ST ST |
| 097 -0009-001-00 | COM | B1 | 2 | 100.000 | 1,032 | $535.80 | $122.26 | $43.09 | $2.53 | $703.68 | $32.75 | $7.47 | $16.24 | $0.00 | $56.46 | 1679 1ST ST |
| 097 -0009-003-05 | MFR | B1 | 2 | 0.000 | 1,675 | $0.00 | $198.43 | $402.00 | $23.62 | $624.05 | $0.00 | $12.13 | $151.51 | $0.00 | $163.64 | 1624 2ND ST |
| 097 -0009-003-06 | MFR | B1 | 2 | 0.000 | 1,675 | $0.00 | $198.43 | $402.00 | $23.62 | $624.05 | $0.00 | $12.13 | $151.51 | $0.00 | $163.64 | 1642 2ND ST |
| 097 -0009-003-07 | COM | B1 | 2 | 100.000 | 1,050 | $535.80 | $124.39 | $43.84 | $2.58 | $706.61 | $32.75 | $7.60 | $16.52 | $0.00 | $56.86 | 1619 1ST ST |
| 097 -0009-003-08 | MFR | B1 | 2 | 0.000 | 2,052 | $0.00 | $243.09 | $492.48 | $28.93 | $764.50 | $0.00 | $14.86 | $185.61 | $0.00 | $200.46 | 1610 2ND ST |
| 097 -0009-005-01 | OFF | B1 | 2 | 100.000 | 1,350 | $535.80 | $159.93 | $80.61 | $4.74 | $781.08 | $32.75 | $9.78 | $30.38 | $0.00 | $72.90 | 1643 1ST ST |
| 097 -0009-006-01 | OFF | B1 | 2 | 0.000 | 8,470 | $0.00 | $1,003.42 | $505.77 | $29.71 | $1,538.90 | $0.00 | $61.34 | $190.62 | $0.00 | $251.96 | 1686 2ND ST |
| 097 -0010-001-01 | COM | B1 | 2 | 150.000 | 1,500 | $803.70 | $177.70 | $62.64 | $3.68 | $1,047.72 | $49.13 | $10.86 | $23.61 | $0.00 | $83.60 | 1771 1ST ST |
| 097 -0010-002-03 | COM | B1 | 2 | 0.000 | 950 | $0.00 | $112.54 | $39.67 | $2.33 | $154.54 | $0.00 | $6.88 | $14.95 | $0.00 | $21.82 | 157 S N ST |
| 097 -0010-003-01 | SFR | B1 | 2 | 0.000 | 1,554 | $0.00 | $184.10 | $372.96 | $21.91 | $578.97 | $0.00 | $11.25 | $140.56 | $0.00 | $151.80 | 1742 2ND ST |
| 097 -0010-003-02 | SFR | B1 | 2 | 0.000 | 957 | $0.00 | $113.37 | $229.68 | $13.49 | $356.54 | $0.00 | $6.93 | $86.56 | $0.00 | $93.48 | 1730 2ND ST |
| 097 -0010-004-00 | SFR | B1 | 2 | 0.000 | 1,144 | $0.00 | $135.53 | $274.56 | $16.13 | $426.22 | $0.00 | $8.28 | $103.48 | $0.00 | $111.76 | 1716 2ND ST |
| 097 -0010-007-02 | COM | B1 | 2 | 150.000 | 1,595 | $803.70 | $188.95 | $66.60 | $3.91 | $1,063.16 | $49.13 | $11.55 | $25.10 | $0.00 | $85.78 | 1737 1ST ST |
| 097 -0010-008-05 | COM | B1 | 2 | 0.000 | 4,015 | $0.00 | $475.65 | $167.65 | $9.85 | $653.15 | $0.00 | $29.08 | $63.19 | $0.00 | $92.26 | 1700 2ND ST |
| 097 -0011-001-00 | COM | B1 | 2 | 50.000 | 4,061 | $267.90 | $481.09 | $169.58 | $9.96 | $928.53 | $16.38 | $29.41 | $63.91 | $0.00 | $109.70 | 1887 1ST ST |
| 097 -0011-004-00 | COM | B1 | 2 | 54.000 | 2,015 | $289.33 | $238.71 | $84.14 | $4.94 | $617.12 | $17.69 | $14.59 | $31.71 | $0.00 | $63.98 | 1845 1ST ST |
| 097 -0011-005-03 | COM | B1 | 2 | 92.050 | 1,472 | $493.20 | $174.38 | $61.47 | $3.61 | $732.66 | $30.15 | $10.66 | $23.17 | $0.00 | $63.98 | 1817 1ST ST |
| 097 -0011-006-00 | OFF | B1 | 2 | 104.000 | 9,596 | $557.23 | $1,136.81 | $573.01 | $33.66 | $2,300.71 | $34.06 | $69.49 | $215.96 | $0.00 | $319.50 | 1859 1ST ST |
| 097 -0011-007-00 | COM | B1 | 2 | 0.000 | 1,382 | $0.00 | $163.72 | $57.71 | $3.39 | $224.82 | $0.00 | $10.01 | $21.75 | $0.00 | $31.76 | 1859 1ST ST |
| 097 -0012-001-01 | COM | B1 | 2 | 150.000 | 10,800 | $803.70 | $1,279.44 | $450.98 | $26.49 | $2,560.61 | $49.13 | $78.21 | $169.97 | $0.00 | $297.30 | 1987 1ST ST |
| 097 -0012-001-02 | COM | B1 | 2 | 104.000 | 4,230 | $557.23 | $501.12 | $176.63 | $10.38 | $1,245.36 | $34.06 | $30.63 | $66.57 | $0.00 | $131.26 | 1931 1ST ST |
| 097 -0012-002-01 | COM | B1 | 2 | 0.000 | 5,770 | $0.00 | $683.55 | $240.94 | $14.15 | $938.64 | $0.00 | $41.78 | $90.81 | $0.00 | $132.58 | 153 S L ST |
| 097 -0012-003-03 | COM | B1 | 2 | 0.000 | 5,500 | $0.00 | $651.57 | $229.66 | $13.49 | $894.72 | $0.00 | $39.83 | $86.56 | $0.00 | $126.38 | 1986 2ND ST |
| 097 -0012-005-00 | COM | B1 | 2 | 46.000 | 6,900 | $246.47 | $817.42 | $288.12 | $16.93 | $1,368.94 | $15.07 | $49.97 | $108.59 | $0.00 | $173.62 | 1917 1ST ST |
| 097 -0013-001-00 | COM | A1 | 2 | 50.000 | 4,513 | $2,228.40 | $1,780.69 | $188.45 | $11.07 | $4,208.61 | $2,228.40 | $1,780.69 | $71.02 | $0.00 | $4,080.10 | 2083 1ST ST |
| 097 -0013-002-00 | COM | A1 | 2 | 0.000 | 3,164 | $0.00 | $1,248.41 | $132.12 | $7.76 | $1,388.29 | $0.00 | $1,248.41 | $49.79 | $0.00 | $1,298.20 | 2074 2ND ST |
| 097 -0013-003-00 | SFR | A1 | 2 | 0.000 | 3,724 | $0.00 | $1,469.37 | $893.76 | $52.50 | $2,415.63 | $0.00 | $1,469.37 | $336.85 | $0.00 | $1,806.22 | 2046 2ND ST |
| 097 -0013-005-00 | COM | A1 | 2 | 0.000 | 1,375 | $0.00 | $542.53 | $57.42 | $3.37 | $603.32 | $0.00 | $542.53 | $21.64 | $0.00 | $564.16 | 174 S L ST |
| 097 -0013-006-01 | COM | A1 | 2 | 100.080 | 4,185 | $4,460.37 | $1,651.27 | $174.75 | $10.27 | $6,296.66 | $4,460.37 | $1,651.27 | $65.86 | $0.00 | $6,177.50 | 2017 1ST ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0013-007-03 | COM | A1 | 2 | 49.920 | 7,150 | $2,224.83 | $2,821.16 | $298.56 | $17.54 | $5,362.09 | $2,224.83 | $2,821.16 | $112.52 | $0.00 | $5,158.50 | 2029 1ST ST |
| 097 -0013-008-00 | COM | A1 | 2 | 25.000 | 2,350 | $1,114.20 | $927.23 | $98.13 | $5.76 | $2,145.32 | $1,114.20 | $927.23 | $36.98 | $0.00 | $2,078.40 | 2041 1ST ST |
| 097 -0013-009-00 | VCOM | A1 | 2 | 25.000 | 0 | $1,114.20 | $0.00 | $0.00 | $0.00 | $1,114.20 | $1,114.20 | $0.00 | $0.00 | $0.00 | $1,114.20 | 2047 1ST ST |
| 097 -0013-010-00 | COM | A1 | 2 | 50.000 | 4,700 | $2,228.40 | $1,854.47 | $196.26 | $11.53 | $4,290.66 | $2,228.40 | $1,854.47 | $73.97 | $0.00 | $4,156.84 | 2059 1ST ST |
| 097 -0014-001-01 | COM | A1 | 2 | 50.120 | 4,550 | $2,233.75 | $1,795.28 | $189.99 | $11.16 | $4,230.18 | $2,233.75 | $1,795.28 | $71.61 | $0.00 | $4,100.64 | 2193 1ST ST |
| 097 -0014-002-00 | INST | A1 | 2 | 0.000 | 10,000 | $0.00 | $3,945.68 | $417.57 | $24.53 | $4,387.78 | $0.00 | $3,945.68 | $157.38 | $0.00 | $4,103.06 | 157 S J ST |
| 097 -0014-003-08 | COM | A1 | 2 | 49.880 | 4,650 | $2,223.05 | $1,834.74 | $194.17 | $11.41 | $4,263.37 | $2,223.05 | $1,834.74 | $73.18 | $0.00 | $4,130.96 | 2175 1ST ST |
| 097 -0014-004-03 | OFF | A1 | 2 | 69.000 | 2,072 | $3,075.19 | $817.54 | $123.73 | $7.27 | $4,023.73 | $3,075.19 | $817.54 | $46.63 | $0.00 | $3,939.36 | 2151 1ST ST |
| 097 -0014-005-02 | COM | A1 | 2 | 0.000 | 800 | $0.00 | $315.65 | $33.41 | $1.96 | $351.02 | $0.00 | $315.65 | $12.59 | $0.00 | $328.24 | 2152 2ND ST |
| 097 -0014-005-03 | COM | A1 | 2 | 31.000 | 4,512 | $1,381.61 | $1,780.29 | $188.41 | $11.07 | $3,361.38 | $1,381.61 | $1,780.29 | $71.01 | $0.00 | $3,232.90 | 2139 1ST ST |
| 097 -0014-005-05 | COM | A1 | 2 | 27.000 | 2,800 | $1,203.34 | $1,104.79 | $116.92 | $6.87 | $2,431.92 | $1,203.34 | $1,104.79 | $44.07 | $0.00 | $2,352.20 | 2133 1ST ST |
| 097 -0014-005-06 | COM | A1 | 2 | 23.000 | 3,180 | $1,025.06 | $1,254.73 | $132.79 | $7.80 | $2,420.38 | $1,025.06 | $1,254.73 | $50.05 | $0.00 | $2,329.84 | 2127 1ST ST |
| 097 -0014-006-01 | COM | A1 | 2 | 0.000 | 5,802 | $0.00 | $2,289.28 | $242.27 | $14.23 | $2,545.78 | $0.00 | $2,289.28 | $91.31 | $0.00 | $2,380.58 | 184 S K ST |
| 097 -0014-007-00 | COM | A1 | 2 | 25.000 | 1,750 | $1,114.20 | $690.49 | $73.07 | $4.29 | $1,882.05 | $1,114.20 | $690.49 | $27.54 | $0.00 | $1,832.22 | 2115 1ST ST |
| 097 -0014-008-02 | COM | A1 | 2 | 25.000 | 1,680 | $1,114.20 | $662.87 | $70.15 | $4.12 | $1,851.34 | $1,114.20 | $662.87 | $26.44 | $0.00 | $1,803.50 | 2121 1ST ST |
| 097 -0015-001-00 | INST | A1 | 2 | 40.770 | 13,772 | $1,817.04 | $5,433.99 | $575.08 | $33.78 | $7,859.89 | $1,817.04 | $5,433.99 | $216.74 | $0.00 | $7,467.76 | 2247 1ST ST |
| 097 -0015-002-00 | COM | A1 | 2 | 0.000 | 5,750 | $0.00 | $2,268.77 | $240.10 | $14.10 | $2,522.97 | $0.00 | $2,268.77 | $90.49 | $0.00 | $2,359.26 | 167 S LIVERMORE AVE |
| 097 -0015-004-01 | COM | A1 | 2 | 50.000 | 6,950 | $2,228.40 | $2,742.25 | $290.21 | $17.05 | $5,277.91 | $2,228.40 | $2,742.25 | $109.38 | $0.00 | $5,080.02 | 2235 1ST ST |
| 097 -0015-004-02 | COM | A1 | 2 | 0.000 | 11,440 | $0.00 | $4,513.86 | $477.70 | $28.06 | $5,019.62 | $0.00 | $4,513.86 | $180.04 | $0.00 | $4,693.90 | 2222 2ND ST |
| 097 -0015-005-01 | COM | A1 | 2 | 0.000 | 1,460 | $0.00 | $576.07 | $60.97 | $3.58 | $640.62 | $0.00 | $576.07 | $22.98 | $0.00 | $599.04 | 160 S J ST |
| 097 -0015-005-02 | COM | A1 | 2 | 0.000 | 3,200 | $0.00 | $1,262.62 | $133.62 | $7.85 | $1,404.09 | $0.00 | $1,262.62 | $50.36 | $0.00 | $1,312.98 | 190 S J ST |
| 097 -0015-006-00 | COM | A1 | 2 | 30.000 | 2,820 | $1,337.04 | $1,112.68 | $117.75 | $6.92 | $2,574.39 | $1,337.04 | $1,112.68 | $44.38 | $0.00 | $2,494.10 | 2205 1ST ST |
| 097 -0015-007-00 | COM | A1 | 2 | 20.000 | 1,880 | $891.36 | $741.79 | $78.50 | $4.61 | $1,716.26 | $891.36 | $741.79 | $29.59 | $0.00 | $1,662.74 | 2211 1ST ST |
| 097 -0015-009-00 | COM | A1 | 2 | 21.580 | 1,297 | $961.78 | $511.75 | $54.16 | $3.18 | $1,530.87 | $961.78 | $511.75 | $20.41 | $0.00 | $1,493.94 | 2241 1ST ST #B |
| 097 -0017-001-00 | COM | A2 | 2 | 0.000 | 1,689 | $0.00 | $0.00 | $70.53 | $4.14 | $74.67 | $0.00 | $0.00 | $26.58 | $0.00 | $26.58 | 283 S LIVERMORE AVE |
| 097 -0017-002-00 | COM | A2 | 2 | 0.000 | 8,354 | $0.00 | $0.00 | $348.84 | $20.49 | $369.33 | $0.00 | $0.00 | $131.47 | $0.00 | $131.46 | 2287 2ND ST |
| 097 -0017-004-00 | COM | A2 | 2 | 0.000 | 7,108 | $0.00 | $0.00 | $296.81 | $17.44 | $314.25 | $0.00 | $0.00 | $111.86 | $0.00 | $111.86 | 2287 2ND ST |
| 097 -0017-007-00 | SFR | A2 | 2 | 0.000 | 1,128 | $0.00 | $0.00 | $270.72 | $15.90 | $286.62 | $0.00 | $0.00 | $102.03 | $0.00 | $102.02 | 2224 3RD ST |
| 097 -0017-008-00 | SFR | A2 | 2 | 0.000 | 2,231 | $0.00 | $0.00 | $535.44 | $31.45 | $566.89 | $0.00 | $0.00 | $201.80 | $0.00 | $201.80 | 282 S J ST |
| 097 -0017-009-00 | SFR | A2 | 2 | 0.000 | 937 | $0.00 | $0.00 | $224.88 | $13.21 | $238.09 | $0.00 | $0.00 | $84.75 | $0.00 | $84.74 | 266 S J ST |
| 097 -0017-010-00 | COM | A2 | 2 | 0.000 | 5,000 | $0.00 | $0.00 | $208.79 | $12.27 | $221.06 | $0.00 | $0.00 | $78.69 | $0.00 | $78.68 | 2217 2ND ST |
| 097 -0017-011-02 | COM | A2 | 2 | 0.000 | 4,210 | $0.00 | $0.00 | $175.80 | $10.33 | $186.13 | $0.00 | $0.00 | $66.26 | $0.00 | $66.26 | 2247 2ND ST |
| 097 -0017-011-03 | COM | A2 | 2 | 0.000 | 1,539 | $0.00 | $0.00 | $64.26 | $3.78 | $68.04 | $0.00 | $0.00 | $24.22 | $0.00 | $24.22 | 2240 3RD ST |
| 097 -0018-001-00 | COM | A2 | 2 | 0.000 | 2,500 | $0.00 | $0.00 | $104.39 | $6.13 | $110.52 | $0.00 | $0.00 | $39.34 | $0.00 | $39.34 | 2163 2ND ST |
| 097 -0018-002-00 | COM | A2 | 2 | 0.000 | 4,658 | $0.00 | $0.00 | $194.50 | $11.43 | $205.93 | $0.00 | $0.00 | $73.31 | $0.00 | $73.30 | 2180 3RD ST |
| 097 -0018-010-02 | COM | A2 | 2 | 0.000 | 11,523 | $0.00 | $0.00 | $481.17 | $28.27 | $509.44 | $0.00 | $0.00 | $181.35 | $0.00 | $181.34 | 2125 2ND ST |
| 097 -0019-002-01 | COM | A2 | 2 | 0.000 | 4,256 | $0.00 | $0.00 | $177.72 | $10.44 | $188.16 | $0.00 | $0.00 | $66.98 | $0.00 | $66.98 | 275 S K ST |
| 097 -0019-004-01 | COM | A2 | 2 | 0.000 | 1,184 | $0.00 | $0.00 | $49.44 | $2.90 | $52.34 | $0.00 | $0.00 | $18.63 | $0.00 | $18.62 | 282 S L ST |
| 097 -0019-005-00 | COM | A2 | 2 | 0.000 | 5,129 | $0.00 | $0.00 | $214.17 | $12.58 | $226.75 | $0.00 | $0.00 | $80.72 | $0.00 | $80.72 | 202 S L ST |
| 097 -0019-008-01 | COM | A2 | 2 | 0.000 | 7,818 | $0.00 | $0.00 | $326.46 | $19.18 | $345.64 | $0.00 | $0.00 | $123.04 | $0.00 | $123.04 | 235 S K ST |
| 097 -0020-007-04 | COM | B2 | 2 | 0.000 | 41,525 | $0.00 | $0.00 | $1,733.96 | $101.86 | $1,835.82 | $0.00 | $0.00 | $653.51 | $0.00 | $653.50 | 1951 2ND ST |
| 097 -0021-003-01 | COM | B2 | 2 | 0.000 | 10,000 | $0.00 | $0.00 | $417.57 | $24.53 | $442.10 | $0.00 | $0.00 | $157.38 | $0.00 | $157.38 | 287 S M ST |
| 097 -0021-004-01 | SFR | B2 | 2 | 0.000 | 1,234 | $0.00 | $0.00 | $296.16 | $17.40 | $313.56 | $0.00 | $0.00 | $111.62 | $0.00 | $111.62 | 1856 3RD ST |
| 097 -0021-004-02 | SFR | B2 | 2 | 0.000 | 1,024 | $0.00 | $0.00 | $245.76 | $14.44 | $260.20 | $0.00 | $0.00 | $92.62 | $0.00 | $92.62 | 1842 3RD ST |
| 097 -0021-005-00 | SFR | B2 | 2 | 0.000 | 1,040 | $0.00 | $0.00 | $249.60 | $14.66 | $264.26 | $0.00 | $0.00 | $94.07 | $0.00 | $94.06 | 1828 3RD ST |
| 097 -0021-006-00 | SFR | B2 | 2 | 0.000 | 1,316 | $0.00 | $0.00 | $315.84 | $18.55 | $334.39 | $0.00 | $0.00 | $119.04 | $0.00 | $119.04 | 1814 3RD ST |
| 097 -0021-007-00 | COM | B2 | 2 | 0.000 | 1,832 | $0.00 | $0.00 | $76.50 | $4.49 | $80.99 | $0.00 | $0.00 | $28.83 | $0.00 | $28.82 | 1817 2ND ST |
| 097 -0022-001-00 | COM | B2 | 2 | 0.000 | 6,720 | $0.00 | $0.00 | $280.61 | $16.48 | $297.09 | $0.00 | $0.00 | $105.76 | $0.00 | $105.76 | 1783 2ND ST |
| 097 -0022-004-02 | OFF | B2 | 2 | 0.000 | 1,088 | $0.00 | $0.00 | $64.97 | $3.82 | $68.79 | $0.00 | $0.00 | $24.49 | $0.00 | $24.48 | 1713 2ND ST |
| 097 -0022-004-03 | SFR | B2 | 2 | 0.000 | 824 | $0.00 | $0.00 | $197.76 | $11.62 | $209.38 | $0.00 | $0.00 | $74.53 | $0.00 | $74.52 | 1727 2ND ST |
| 097 -0022-004-04 | SFR | B2 | 2 | 0.000 | 1,083 | $0.00 | $0.00 | $259.92 | $15.27 | $275.19 | $0.00 | $0.00 | $97.96 | $0.00 | $97.96 | 1741 2ND ST |
| 097 -0023-001-00 | SFR | B2 | 2 | 0.000 | 969 | $0.00 | $0.00 | $232.56 | $13.66 | $246.22 | $0.00 | $0.00 | $87.65 | $0.00 | $87.64 | 1683 2ND ST |
| 097 -0023-006-01 | MFR | B2 | 2 | 0.000 | 1,296 | $0.00 | $0.00 | $311.04 | $18.27 | $329.31 | $0.00 | $0.00 | $117.23 | $0.00 | $117.22 | 210 S P ST |
| 097 -0023-006-05 | OFF | B2 | 2 | 0.000 | 2,904 | $0.00 | $0.00 | $173.41 | $10.19 | $183.60 | $0.00 | $0.00 | $65.35 | $0.00 | $65.34 | 1617 2ND ST |
| 097 -0023-008-00 | SFR | B2 | 2 | 0.000 | 956 | $0.00 | $0.00 | $229.44 | $13.48 | $242.92 | $0.00 | $0.00 | $86.47 | $0.00 | $86.46 | 1667 2ND ST |
| 097 -0023-009-00 | SFR | B2 | 2 | 0.000 | 1,056 | $0.00 | $0.00 | $253.44 | $14.89 | $268.33 | $0.00 | $0.00 | $95.52 | $0.00 | $95.52 | 1651 2ND ST |
| 097 -0024-003-07 | SFR | B2 | 2 | 0.000 | 1,304 | $0.00 | $0.00 | $312.96 | $18.39 | $331.35 | $0.00 | $0.00 | $117.95 | $0.00 | $117.94 | 220 S Q ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0024-003-08 | SFR | B2 | 2 | 0.000 | 1,052 | $0.00 | $0.00 | $252.48 | $14.83 | $267.31 | $0.00 | $0.00 | $95.16 | $0.00 | $95.16 | 1529 2ND ST |
| 097 -0024-005-00 | MFR | B2 | 2 | 0.000 | 1,121 | $0.00 | $0.00 | $269.04 | $15.80 | $284.84 | $0.00 | $0.00 | $101.40 | $0.00 | $101.40 | 1565 2ND ST |
| 097 -0024-006-00 | MFR | B2 | 2 | 0.000 | 1,121 | $0.00 | $0.00 | $269.04 | $15.80 | $284.84 | $0.00 | $0.00 | $101.40 | $0.00 | $101.40 | 235 S P ST |
| 097 -0024-007-00 | MFR | B2 | 2 | 0.000 | 1,348 | $0.00 | $0.00 | $323.52 | $19.01 | $342.53 | $0.00 | $0.00 | $121.93 | $0.00 | $121.92 | 1561 2ND ST |
| 097 -0024-008-00 | MFR | B2 | 2 | 0.000 | 1,392 | $0.00 | $0.00 | $334.08 | $19.63 | $353.71 | $0.00 | $0.00 | $125.91 | $0.00 | $125.90 | 1557 2ND ST |
| 097 -0024-009-00 | MFR | B2 | 2 | 0.000 | 1,349 | $0.00 | $0.00 | $323.76 | $19.02 | $342.78 | $0.00 | $0.00 | $122.02 | $0.00 | $122.02 | 1553 2ND ST |
| 097 -0024-010-00 | MFR | B2 | 2 | 0.000 | 1,349 | $0.00 | $0.00 | $323.76 | $19.02 | $342.78 | $0.00 | $0.00 | $122.02 | $0.00 | $122.02 | 1549 2ND ST |
| 097 -0024-011-00 | MFR | B2 | 2 | 0.000 | 1,339 | $0.00 | $0.00 | $321.36 | $18.88 | $340.24 | $0.00 | $0.00 | $121.12 | $0.00 | $121.12 | 1545 2ND ST |
| 097 -0024-012-00 | MFR | B2 | 2 | 0.000 | 1,369 | $0.00 | $0.00 | $328.56 | $19.30 | $347.86 | $0.00 | $0.00 | $123.83 | $0.00 | $123.82 | 1541 2ND ST |
| 097 -0028-001-00 | MFR | B3 | 2 | 0.000 | 1,807 | $0.00 | $0.00 | $433.68 | $25.48 | $459.16 | $0.00 | $0.00 | $163.45 | $0.00 | $163.44 | 325 S M ST |
| 097 -0028-002-01 | COM | B3 | 2 | 0.000 | 2,400 | $0.00 | $0.00 | $100.22 | $5.89 | $106.11 | $0.00 | $0.00 | $37.77 | $0.00 | $37.76 | 381 S M ST |
| 097 -0028-002-02 | COM | B3 | 2 | 0.000 | 1,165 | $0.00 | $0.00 | $48.65 | $2.86 | $51.51 | $0.00 | $0.00 | $18.33 | $0.00 | $18.32 | 1858 4TH ST |
| 097 -0028-003-06 | COM | B3 | 2 | 0.000 | 6,412 | $0.00 | $0.00 | $267.75 | $15.73 | $283.48 | $0.00 | $0.00 | $100.91 | $0.00 | $100.90 | 1816 4TH ST |
| 097 -0028-004-01 | COM | B3 | 2 | 0.000 | 5,431 | $0.00 | $0.00 | $226.78 | $13.32 | $240.10 | $0.00 | $0.00 | $85.47 | $0.00 | $85.46 | 1840 4TH ST |
| 097 -0028-005-00 | SFR | B3 | 2 | 0.000 | 1,001 | $0.00 | $0.00 | $240.24 | $14.11 | $254.35 | $0.00 | $0.00 | $90.54 | $0.00 | $90.54 | 1853 3RD ST |
| 097 -0028-006-00 | SFR | B3 | 2 | 0.000 | 995 | $0.00 | $0.00 | $238.80 | $14.03 | $252.83 | $0.00 | $0.00 | $90.00 | $0.00 | $90.00 | 1869 3RD ST |
| 097 -0029-001-01 | COM | B3 | 2 | 0.000 | 7,750 | $0.00 | $0.00 | $323.62 | $19.01 | $342.63 | $0.00 | $0.00 | $121.97 | $0.00 | $121.96 | 325 S L ST |
| 097 -0029-002-00 | COM | B3 | 2 | 0.000 | 6,067 | $0.00 | $0.00 | $253.34 | $14.88 | $268.22 | $0.00 | $0.00 | $95.48 | $0.00 | $95.48 | 381 S L ST |
| 097 -0029-004-00 | COM | B3 | 2 | 0.000 | 1,760 | $0.00 | $0.00 | $73.49 | $4.32 | $77.81 | $0.00 | $0.00 | $27.70 | $0.00 | $27.70 | 1919 3RD ST |
| 097 -0030-001-02 | MFR | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $282.48 | $16.59 | $299.07 | $0.00 | $0.00 | $106.46 | $0.00 | $106.46 | 2073 3RD ST |
| 097 -0030-001-03 | OFF | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $70.28 | $4.13 | $74.41 | $0.00 | $0.00 | $26.49 | $0.00 | $26.48 | 2059 3RD ST |
| 097 -0030-001-04 | MFR | A2 | 2 | 0.000 | 1,700 | $0.00 | $0.00 | $408.00 | $23.97 | $431.97 | $0.00 | $0.00 | $153.77 | $0.00 | $153.76 | 2087 3RD ST |
| 097 -0030-001-05 | SFR | A2 | 2 | 0.000 | 1,177 | $0.00 | $0.00 | $282.48 | $16.59 | $299.07 | $0.00 | $0.00 | $106.46 | $0.00 | $106.46 | 343 S K ST |
| 097 -0030-002-01 | COM | A2 | 2 | 0.000 | 2,044 | $0.00 | $0.00 | $85.35 | $5.01 | $90.36 | $0.00 | $0.00 | $32.17 | $0.00 | $32.16 | 2084 4TH ST |
| 097 -0030-002-02 | COM | A2 | 2 | 0.000 | 1,032 | $0.00 | $0.00 | $43.09 | $2.53 | $45.62 | $0.00 | $0.00 | $16.24 | $0.00 | $16.24 | 2052 4TH ST |
| 097 -0030-003-00 | SFR | A2 | 2 | 0.000 | 1,181 | $0.00 | $0.00 | $283.44 | $16.65 | $300.09 | $0.00 | $0.00 | $106.83 | $0.00 | $106.82 | 2038 4TH ST |
| 097 -0030-004-00 | COM | A2 | 2 | 0.000 | 1,928 | $0.00 | $0.00 | $80.51 | $4.73 | $85.24 | $0.00 | $0.00 | $30.34 | $0.00 | $30.34 | 2020 4TH ST |
| 097 -0030-007-01 | COM | A2 | 2 | 0.000 | 5,744 | $0.00 | $0.00 | $239.85 | $14.09 | $253.94 | $0.00 | $0.00 | $90.40 | $0.00 | $90.40 | 314 S L ST |
| 097 -0031-001-00 | PUB | A2 | 2 | 0.000 | 5,400 | $0.00 | $0.00 | $225.49 | $13.25 | $238.74 | $0.00 | $0.00 | $84.98 | $0.00 | $84.98 | 2155 3RD ST |
| 097 -0032-002-01 | OFF | A2 | 2 | 0.000 | 9,560 | $0.00 | $0.00 | $570.86 | $33.54 | $604.40 | $0.00 | $0.00 | $215.15 | $0.00 | $215.14 | 325 S I ST |
| 097 -0032-003-00 | SFR | A2 | 2 | 0.000 | 1,717 | $0.00 | $0.00 | $412.08 | $24.21 | $436.29 | $0.00 | $0.00 | $155.31 | $0.00 | $155.30 | 2254 4TH ST |
| 097 -0032-004-01 | MFR | A2 | 2 | 0.000 | 1,392 | $0.00 | $0.00 | $334.08 | $19.63 | $353.71 | $0.00 | $0.00 | $125.91 | $0.00 | $125.90 | 2238 4TH ST |
| 097 -0032-004-02 | COM | A2 | 2 | 0.000 | 3,298 | $0.00 | $0.00 | $137.71 | $8.09 | $145.80 | $0.00 | $0.00 | $51.90 | $0.00 | $51.90 | 2210 4TH ST |
| 097 -0032-005-00 | COM | A2 | 2 | 0.000 | 1,358 | $0.00 | $0.00 | $56.71 | $3.33 | $60.04 | $0.00 | $0.00 | $21.37 | $0.00 | $21.36 | 2207 3RD ST |
| 097 -0032-006-00 | COM | A2 | 2 | 0.000 | 1,648 | $0.00 | $0.00 | $68.82 | $4.04 | $72.86 | $0.00 | $0.00 | $25.94 | $0.00 | $25.94 | 2221 3RD ST |
| 097 -0032-007-00 | SFR | A2 | 2 | 0.000 | 1,335 | $0.00 | $0.00 | $320.40 | $18.82 | $339.22 | $0.00 | $0.00 | $120.75 | $0.00 | $120.74 | 2235 3RD ST |
| 097 -0032-008-00 | OFF | A2 | 2 | 0.000 | 2,480 | $0.00 | $0.00 | $148.09 | $8.70 | $156.79 | $0.00 | $0.00 | $55.81 | $0.00 | $55.80 | 2257 3RD ST |
| 097 -0033-001-03 | COM | A3 | 2 | 0.000 | 2,541 | $0.00 | $0.00 | $106.10 | $6.23 | $112.33 | $0.00 | $0.00 | $39.99 | $0.00 | $39.98 | 323 S LIVERMORE AVE |
| 097 -0033-002-00 | COM | A3 | 2 | 0.000 | 7,616 | $0.00 | $0.00 | $318.02 | $18.68 | $336.70 | $0.00 | $0.00 | $119.86 | $0.00 | $119.86 | 357 S LIVERMORE AVE |
| 097 -0035-001-02 | OFF | A2 | 2 | 0.000 | 1,576 | $0.00 | $0.00 | $94.11 | $5.53 | $99.64 | $0.00 | $0.00 | $35.47 | $0.00 | $35.46 | 2273 4TH ST |
| 097 -0035-006-00 | COM | A2 | 2 | 0.000 | 2,173 | $0.00 | $0.00 | $90.74 | $5.33 | $96.07 | $0.00 | $0.00 | $34.20 | $0.00 | $34.20 | 2205 4TH ST |
| 097 -0035-007-00 | SFR | A2 | 2 | 0.000 | 902 | $0.00 | $0.00 | $216.48 | $12.72 | $229.20 | $0.00 | $0.00 | $81.59 | $0.00 | $81.58 | 2235 4TH ST |
| 097 -0035-008-02 | COM | A2 | 2 | 0.000 | 1,096 | $0.00 | $0.00 | $45.77 | $2.69 | $48.46 | $0.00 | $0.00 | $17.25 | $0.00 | $17.24 | 2255 4TH ST |
| 097 -0036-001-03 | COM | A2 | 2 | 0.000 | 2,576 | $0.00 | $0.00 | $107.57 | $6.32 | $113.89 | $0.00 | $0.00 | $40.54 | $0.00 | $40.54 | 2181 4TH ST |
| 097 -0036-002-02 | COM | A2 | 2 | 0.000 | 1,870 | $0.00 | $0.00 | $78.09 | $4.59 | $82.68 | $0.00 | $0.00 | $29.43 | $0.00 | $29.42 | 487 S J ST |
| 097 -0036-003-00 | OFF | A2 | 2 | 0.000 | 1,590 | $0.00 | $0.00 | $94.94 | $5.58 | $100.52 | $0.00 | $0.00 | $35.78 | $0.00 | $35.78 | 2162 5TH ST |
| 097 -0036-004-00 | MFR | A2 | 2 | 0.000 | 1,776 | $0.00 | $0.00 | $426.24 | $25.04 | $451.28 | $0.00 | $0.00 | $160.64 | $0.00 | $160.64 | 2150 5TH ST |
| 097 -0036-005-00 | SFR | A2 | 2 | 0.000 | 1,850 | $0.00 | $0.00 | $444.00 | $26.08 | $470.08 | $0.00 | $0.00 | $167.34 | $0.00 | $167.34 | 486 S K ST |
| 097 -0036-007-00 | OFF | A2 | 2 | 0.000 | 2,153 | $0.00 | $0.00 | $128.56 | $7.55 | $136.11 | $0.00 | $0.00 | $48.45 | $0.00 | $48.44 | 2109 4TH ST |
| 097 -0036-008-00 | OFF | A2 | 2 | 0.000 | 3,646 | $0.00 | $0.00 | $217.71 | $12.79 | $230.50 | $0.00 | $0.00 | $82.05 | $0.00 | $82.04 | 2117 4TH ST |
| 097 -0036-009-00 | COM | A2 | 2 | 0.000 | 1,590 | $0.00 | $0.00 | $66.39 | $3.90 | $70.29 | $0.00 | $0.00 | $25.02 | $0.00 | $25.02 | 2157 4TH ST |
| 097 -0037-003-00 | SFR | A2 | 2 | 0.000 | 1,460 | $0.00 | $0.00 | $350.40 | $20.58 | $370.98 | $0.00 | $0.00 | $132.06 | $0.00 | $132.06 | 485 S K ST |
| 097 -0037-004-02 | CHRCH | A2 | 2 | 0.000 | 30,281 | $0.00 | $0.00 | $1,264.44 | $74.28 | $1,338.72 | $0.00 | $0.00 | $476.55 | $0.00 | $476.54 | 2020 5TH ST |
| 097 -0038-001-00 | OFF | B3 | 2 | 0.000 | 2,824 | $0.00 | $0.00 | $168.63 | $9.91 | $178.54 | $0.00 | $0.00 | $63.55 | $0.00 | $63.54 | 411 S L ST |
| 097 -0038-004-00 | COM | B3 | 2 | 0.000 | 2,212 | $0.00 | $0.00 | $92.37 | $5.43 | $97.80 | $0.00 | $0.00 | $34.81 | $0.00 | $34.80 | 1915 4TH ST |
| 097 -0038-005-00 | MFR | B3 | 2 | 0.000 | 3,424 | $0.00 | $0.00 | $821.76 | $48.27 | $870.03 | $0.00 | $0.00 | $309.71 | $0.00 | $309.70 | 1937 4TH ST |
| 097 -0039-010-00 | OFF | B3 | 2 | 0.000 | 6,805 | $0.00 | $0.00 | $406.35 | $23.87 | $430.22 | $0.00 | $0.00 | $153.15 | $0.00 | $153.14 | 1841 4TH ST |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0039-011-00 | OFF | B3 | 2 | 0.000 | 2,887 | $0.00 | $0.00 | $172.39 | $10.13 | $182.52 | $0.00 | $0.00 | $64.97 | $0.00 | $64.96 | 1813 4TH ST |
| 097 -0082-001-01 | COM | B1 | 2 | 150.000 | 5,900 | $803.70 | $698.96 | $246.37 | $14.47 | $1,763.50 | $49.13 | $42.73 | $92.85 | $0.00 | $184.70 | 1485 1ST ST |
| 097 -0082-002-00 | SFR | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $273.36 | $16.06 | $424.35 | $0.00 | $8.25 | $103.03 | $0.00 | $111.28 | 1494 2ND ST |
| 097 -0082-003-00 | SFR | B1 | 2 | 0.000 | 1,153 | $0.00 | $136.59 | $276.72 | $16.26 | $429.57 | $0.00 | $8.35 | $104.29 | $0.00 | $112.64 | 1478 2ND ST |
| 097 -0082-004-00 | SFR | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $273.36 | $16.06 | $424.35 | $0.00 | $8.25 | $103.03 | $0.00 | $111.28 | 1462 2ND ST |
| 097 -0082-005-00 | SFR | B1 | 2 | 0.000 | 1,490 | $0.00 | $176.52 | $357.60 | $21.01 | $555.13 | $0.00 | $10.79 | $134.78 | $0.00 | $145.56 | 1446 2ND ST |
| 097 -0082-006-00 | COM | B1 | 2 | 0.000 | 1,139 | $0.00 | $134.93 | $47.56 | $2.79 | $185.28 | $0.00 | $8.25 | $17.93 | $0.00 | $26.18 | 1430 2ND ST |
| 097 -0082-007-07 | COM | B1 | 2 | 0.000 | 266 | $0.00 | $31.51 | $11.11 | $0.65 | $43.27 | $0.00 | $1.93 | $4.19 | $0.00 | $6.12 | 160 HOLMES ST |
| 097 -0082-007-08 | COM | B1 | 2 | 156.450 | 8,162 | $838.26 | $966.93 | $340.82 | $20.02 | $2,166.03 | $51.24 | $59.11 | $128.45 | $0.00 | $238.80 | 1421 1ST ST |
| 097 -0082-009-01 | COM | B1 | 2 | 150.120 | 3,278 | $804.34 | $388.33 | $136.88 | $8.04 | $1,337.59 | $49.17 | $23.74 | $51.59 | $0.00 | $124.50 | 1453 1ST ST |
| 097 -0107-001-00 | SFR | A3 | 2 | 0.000 | 893 | $0.00 | $0.00 | $214.32 | $12.59 | $226.91 | $0.00 | $0.00 | $80.77 | $0.00 | $80.76 | 2493 4TH ST |
| 097 -0107-008-00 | MFR | A3 | 2 | 0.000 | 4,164 | $0.00 | $0.00 | $999.36 | $58.71 | $1,058.07 | $0.00 | $0.00 | $376.65 | $0.00 | $376.64 | 454 S LIVERMORE AVE |
| 097 -0107-009-02 | SFR | A3 | 2 | 0.000 | 778 | $0.00 | $0.00 | $186.72 | $10.97 | $197.69 | $0.00 | $0.00 | $70.37 | $0.00 | $70.36 | 2475 4TH ST |
| 097 -0107-009-03 | SFR | A3 | 2 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $11.73 | $211.41 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 2417 4TH ST |
| 097 -0107-009-04 | SFR | A3 | 2 | 0.000 | 1,014 | $0.00 | $0.00 | $243.36 | $14.30 | $257.66 | $0.00 | $0.00 | $91.72 | $0.00 | $91.72 | 2439 4TH ST |
| 097 -0107-009-05 | SFR | A3 | 2 | 0.000 | 1,131 | $0.00 | $0.00 | $271.44 | $15.95 | $287.39 | $0.00 | $0.00 | $102.30 | $0.00 | $102.30 | 2455 4TH ST |
| 097 -0108-001-00 | MFR | A3 | 2 | 0.000 | 2,943 | $0.00 | $0.00 | $706.32 | $41.49 | $747.81 | $0.00 | $0.00 | $266.20 | $0.00 | $266.20 | 2389 3RD ST |
| 097 -0108-002-00 | SFR | A3 | 2 | 0.000 | 1,246 | $0.00 | $0.00 | $299.04 | $17.57 | $316.61 | $0.00 | $0.00 | $112.70 | $0.00 | $112.70 | 333 MCLEOD ST |
| 097 -0108-003-00 | MFR | A3 | 2 | 0.000 | 3,302 | $0.00 | $0.00 | $792.48 | $46.55 | $839.03 | $0.00 | $0.00 | $298.68 | $0.00 | $298.68 | 367 MCLEOD ST |
| 097 -0108-004-00 | MFR | A3 | 2 | 0.000 | 2,337 | $0.00 | $0.00 | $560.88 | $32.95 | $593.83 | $0.00 | $0.00 | $211.39 | $0.00 | $211.38 | 389 MCLEOD ST |
| 097 -0108-005-00 | COM | A3 | 2 | 0.000 | 4,479 | $0.00 | $0.00 | $187.03 | $10.99 | $198.02 | $0.00 | $0.00 | $70.49 | $0.00 | $70.48 | 392 S LIVERMORE AVE |
| 097 -0108-006-00 | COM | A3 | 2 | 0.000 | 3,492 | $0.00 | $0.00 | $145.82 | $8.57 | $154.39 | $0.00 | $0.00 | $54.96 | $0.00 | $54.96 | 358 S LIVERMORE AVE |
| 097 -0108-008-03 | COM | A3 | 2 | 0.000 | 4,845 | $0.00 | $0.00 | $202.31 | $11.88 | $214.19 | $0.00 | $0.00 | $76.25 | $0.00 | $76.24 | 2341 3RD ST |
| 097 -0108-010-01 | SFR | A3 | 2 | 0.000 | 2,052 | $0.00 | $0.00 | $492.48 | $28.93 | $521.41 | $0.00 | $0.00 | $185.61 | $0.00 | $185.60 | 2363 3RD ST |
| 097 -0108-012-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #100 |
| 097 -0108-013-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #102 |
| 097 -0108-014-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #104 |
| 097 -0108-015-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #106 |
| 097 -0108-016-00 | CON | A2 | 2 | 0.000 | 2,115 | $0.00 | $0.00 | $507.60 | $29.82 | $537.42 | $0.00 | $0.00 | $191.31 | $0.00 | $191.30 | 318 S LIVERMORE AVE #108 |
| 097 -0108-017-00 | CON | A2 | 2 | 0.000 | 1,727 | $0.00 | $0.00 | $414.48 | $24.35 | $438.83 | $0.00 | $0.00 | $156.21 | $0.00 | $156.20 | 318 S LIVERMORE AVE #110 |
| 097 -0108-018-00 | CON | A2 | 2 | 0.000 | 800 | $0.00 | $0.00 | $192.00 | $11.28 | $203.28 | $0.00 | $0.00 | $72.36 | $0.00 | $72.36 | 318 S LIVERMORE AVE #112 |
| 097 -0108-019-00 | CON | A2 | 2 | 0.000 | 1,219 | $0.00 | $0.00 | $292.56 | $17.19 | $309.75 | $0.00 | $0.00 | $110.26 | $0.00 | $110.26 | 318 S LIVERMORE AVE #214 |
| 097 -0109-001-00 | SFR | A2 | 2 | 0.000 | 1,660 | $0.00 | $0.00 | $398.40 | $23.40 | $421.80 | $0.00 | $0.00 | $150.15 | $0.00 | $150.14 | 209 MCLEOD ST |
| 097 -0109-003-00 | SFR | A2 | 2 | 0.000 | 1,342 | $0.00 | $0.00 | $322.08 | $18.92 | $341.00 | $0.00 | $0.00 | $121.39 | $0.00 | $121.38 | 253 MCLEOD ST |
| 097 -0109-004-00 | MFR | A2 | 2 | 0.000 | 2,324 | $0.00 | $0.00 | $557.76 | $32.77 | $590.53 | $0.00 | $0.00 | $210.21 | $0.00 | $210.20 | 277 MCLEOD ST |
| 097 -0109-005-00 | COM | A2 | 2 | 0.000 | 1,301 | $0.00 | $0.00 | $54.33 | $3.19 | $57.52 | $0.00 | $0.00 | $20.47 | $0.00 | $20.46 | 291 MCLEOD ST |
| 097 -0109-006-00 | COM | A2 | 2 | 0.000 | 1,329 | $0.00 | $0.00 | $55.50 | $3.26 | $58.76 | $0.00 | $0.00 | $20.92 | $0.00 | $20.92 | 286 S LIVERMORE AVE |
| 097 -0109-007-00 | COM | A2 | 2 | 0.000 | 2,250 | $0.00 | $0.00 | $93.95 | $5.52 | $99.47 | $0.00 | $0.00 | $35.41 | $0.00 | $35.40 | 254 S LIVERMORE AVE |
| 097 -0109-008-01 | COM | A2 | 2 | 0.000 | 15,000 | $0.00 | $0.00 | $626.36 | $36.80 | $663.16 | $0.00 | $0.00 | $236.07 | $0.00 | $236.06 | 2359 2ND ST |
| 097 -0109-010-00 | MFR | A2 | 2 | 0.000 | 2,104 | $0.00 | $0.00 | $504.96 | $29.66 | $534.62 | $0.00 | $0.00 | $190.31 | $0.00 | $190.30 | 2375 2ND ST |
| 097 -0110-001-01 | COM | A1 | 2 | 56.980 | 3,900 | $2,539.48 | $1,538.82 | $162.85 | $9.57 | $4,250.72 | $2,539.48 | $1,538.82 | $61.38 | $0.00 | $4,139.68 | 2339 1ST ST |
| 097 -0110-004-00 | COM | A1 | 2 | 0.000 | 4,500 | $0.00 | $1,775.56 | $187.91 | $11.04 | $1,974.51 | $0.00 | $1,775.56 | $70.82 | $0.00 | $1,846.38 | 152 S LIVERMORE AVE |
| 097 -0110-005-03 | PUB | A1 | 2 | 88.000 | 0 | $3,921.98 | $0.00 | $0.00 | $0.00 | $3,921.98 | $3,921.98 | $0.00 | $0.00 | $0.00 | $3,921.98 | 2259 1ST ST |
| 097 -0110-006-01 | COM | A1 | 2 | 57.050 | 2,500 | $2,542.60 | $986.42 | $104.39 | $6.13 | $3,639.54 | $2,542.60 | $986.42 | $39.34 | $0.00 | $3,568.36 | 2293 1ST ST |
| 097 -0110-009-03 | COM | A1 | 2 | 85.950 | 6,132 | $3,830.62 | $2,419.49 | $256.05 | $15.04 | $6,521.20 | $3,830.62 | $2,419.49 | $96.50 | $0.00 | $6,346.60 | 2327 1ST ST |
| 097 -0110-013-00 | COM | A1 | 2 | 0.000 | 4,691 | $0.00 | $1,850.92 | $195.88 | $11.51 | $2,058.31 | $0.00 | $1,850.92 | $73.83 | $0.00 | $1,924.74 | 2324 2ND ST |
| 097 -0110-014-00 | UTI | A1 | 2 | 0.000 | 22,680 | $0.00 | $8,948.80 | $947.05 | $55.63 | $9,951.48 | $0.00 | $8,948.80 | $356.93 | $0.00 | $9,305.72 | 2388 2ND ST |
| 097 -0112-003-00 | MFR | A1 | 2 | 0.000 | 2,104 | $0.00 | $830.17 | $504.96 | $29.66 | $1,364.79 | $0.00 | $830.17 | $190.31 | $0.00 | $1,020.48 | 2452 2ND ST |
| 097 -0112-004-00 | SFR | A1 | 2 | 0.000 | 1,288 | $0.00 | $508.20 | $309.12 | $18.16 | $835.48 | $0.00 | $508.20 | $116.50 | $0.00 | $624.70 | 2426 2ND ST |
| 097 -0112-005-00 | SFR | A1 | 2 | 0.000 | 1,403 | $0.00 | $553.58 | $336.72 | $19.78 | $910.08 | $0.00 | $553.58 | $126.91 | $0.00 | $680.48 | 2410 2ND ST |
| 097 -0112-006-01 | COM | A1 | 2 | 125.100 | 7,704 | $5,575.46 | $3,039.75 | $321.70 | $18.90 | $8,955.81 | $5,575.46 | $3,039.75 | $121.24 | $0.00 | $8,736.44 | 142 MCLEOD ST |
| 097 -0112-008-01 | COM | A1 | 2 | 50.080 | 4,250 | $2,231.97 | $1,676.91 | $177.47 | $10.43 | $4,096.78 | $2,231.97 | $1,676.91 | $66.89 | $0.00 | $3,975.76 | 2389 1ST ST |
| 097 -0112-010-01 | COM | A1 | 2 | 125.210 | 7,150 | $5,580.36 | $2,821.16 | $298.56 | $17.54 | $8,717.62 | $5,580.36 | $2,821.16 | $112.52 | $0.00 | $8,514.04 | 2491 1ST ST |
| 097 -0113-001-00 | MFR | A2 | 2 | 0.000 | 3,904 | $0.00 | $0.00 | $936.96 | $55.04 | $992.00 | $0.00 | $0.00 | $353.13 | $0.00 | $353.12 | 211 MAPLE ST |
| 097 -0113-006-00 | MFR | A2 | 2 | 0.000 | 2,144 | $0.00 | $0.00 | $514.56 | $30.23 | $544.79 | $0.00 | $0.00 | $193.93 | $0.00 | $193.92 | 244 MCLEOD ST |
| 097 -0113-007-03 | MFR | A2 | 2 | 0.000 | 3,008 | $0.00 | $0.00 | $721.92 | $42.41 | $764.33 | $0.00 | $0.00 | $272.08 | $0.00 | $272.08 | 222 MCLEOD ST |
| 097 -0113-008-01 | MFR | A2 | 2 | 0.000 | 2,040 | $0.00 | $0.00 | $489.60 | $28.76 | $518.36 | $0.00 | $0.00 | $184.52 | $0.00 | $184.52 | 2437 2ND ST |

# City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0113-009-00 | MFR | A2 | 2 | 0.000 | 1,475 | $0.00 | $0.00 | $354.00 | $20.80 | $374.80 | $0.00 | $0.00 | $133.42 | $0.00 | $133.42 | 2453 2ND ST |
| 097 -0113-010-00 | SFR | A2 | 2 | 0.000 | 1,068 | $0.00 | $0.00 | $256.32 | $15.06 | $271.38 | $0.00 | $0.00 | $96.60 | $0.00 | $96.60 | 2471 2ND ST |
| 097 -0130-002-03 | OFF | C2 | 2 | 0.000 | 2,500 | $0.00 | $0.00 | $149.28 | $8.77 | $158.05 | $0.00 | $0.00 | $56.26 | $0.00 | $56.26 | 2551 2ND ST |
| 097 -0130-002-07 | SFR | C2 | 2 | 0.000 | 2,384 | $0.00 | $0.00 | $572.16 | $33.61 | $605.77 | $0.00 | $0.00 | $215.64 | $0.00 | $215.64 | 2558 3RD ST |
| 097 -0130-006-01 | SFR | C2 | 2 | 0.000 | 2,022 | $0.00 | $0.00 | $485.28 | $28.51 | $513.79 | $0.00 | $0.00 | $182.90 | $0.00 | $182.90 | 240 MAPLE ST |
| 097 -0130-006-02 | MFR | C2 | 2 | 0.000 | 4,063 | $0.00 | $0.00 | $975.12 | $57.28 | $1,032.40 | $0.00 | $0.00 | $367.51 | $0.00 | $367.50 | 212 MAPLE ST |
| 097 -0131-002-02 | COM | C1 | 2 | 0.000 | 600 | $0.00 | $72.85 | $25.05 | $1.47 | $99.37 | $0.00 | $6.41 | $9.44 | $0.00 | $15.84 | 2552 2ND ST |
| 097 -0131-003-03 | COM | C1 | 2 | 111.810 | 7,417 | $595.16 | $900.54 | $309.71 | $18.19 | $1,823.60 | $52.40 | $79.29 | $116.73 | $0.00 | $248.42 | 186 MAPLE ST |
| 097 -0133-001-01 | COM | C2 | 2 | 0.000 | 500 | $0.00 | $0.00 | $20.88 | $1.23 | $22.11 | $0.00 | $0.00 | $7.87 | $0.00 | $7.86 | 2778 4TH ST |
| 097 -0133-001-02 | COM | C2 | 2 | 0.000 | 900 | $0.00 | $0.00 | $37.58 | $2.21 | $39.79 | $0.00 | $0.00 | $14.16 | $0.00 | $14.16 | 2794 4TH ST |
| 097 -0133-002-02 | MFR | C2 | 2 | 0.000 | 802 | $0.00 | $0.00 | $192.48 | $11.31 | $203.79 | $0.00 | $0.00 | $72.54 | $0.00 | $72.54 | 2762 4TH ST |
| 097 -0133-002-03 | SFR | C2 | 2 | 0.000 | 1,088 | $0.00 | $0.00 | $261.12 | $15.34 | $276.46 | $0.00 | $0.00 | $98.41 | $0.00 | $98.40 | 392 CHURCH ST |
| 097 -0133-002-04 | SFR | C2 | 2 | 0.000 | 1,448 | $0.00 | $0.00 | $347.52 | $20.42 | $367.94 | $0.00 | $0.00 | $130.98 | $0.00 | $130.98 | 374 CHURCH ST |
| 097 -0133-002-05 | SFR | C2 | 2 | 0.000 | 1,268 | $0.00 | $0.00 | $304.32 | $17.88 | $322.20 | $0.00 | $0.00 | $114.69 | $0.00 | $114.68 | 356 CHURCH ST |
| 097 -0133-002-06 | SFR | C2 | 2 | 0.000 | 1,478 | $0.00 | $0.00 | $354.72 | $20.84 | $375.56 | $0.00 | $0.00 | $133.69 | $0.00 | $133.68 | 340 CHURCH ST |
| 097 -0133-002-07 | SFR | C2 | 2 | 0.000 | 1,318 | $0.00 | $0.00 | $316.32 | $18.58 | $334.90 | $0.00 | $0.00 | $119.22 | $0.00 | $119.22 | 2746 4TH ST |
| 097 -0133-003-01 | SFR | C2 | 2 | 0.000 | 2,188 | $0.00 | $0.00 | $525.12 | $30.85 | $555.97 | $0.00 | $0.00 | $197.91 | $0.00 | $197.90 | 2659 3RD ST |
| 097 -0133-003-03 | SFR | C2 | 2 | 0.000 | 1,038 | $0.00 | $0.00 | $249.12 | $14.63 | $263.75 | $0.00 | $0.00 | $93.89 | $0.00 | $93.88 | 2643 3RD ST |
| 097 -0133-003-04 | MFR | C2 | 2 | 0.000 | 750 | $0.00 | $0.00 | $180.00 | $10.57 | $190.57 | $0.00 | $0.00 | $67.84 | $0.00 | $67.84 | 326 CHURCH ST |
| 097 -0133-003-05 | SFR | C2 | 2 | 0.000 | 840 | $0.00 | $0.00 | $201.60 | $11.84 | $213.44 | $0.00 | $0.00 | $75.98 | $0.00 | $75.98 | 306 CHURCH ST |
| 097 -0136-001-02 | VCOM | C1 | 2 | 99.620 | 0 | $530.28 | $0.00 | $0.00 | $0.00 | $530.28 | $46.69 | $0.00 | $0.00 | $0.00 | $46.68 | 2ND ST |
| 097 -0136-002-06 | COM | C1 | 2 | 223.830 | 11,229 | $1,191.45 | $1,363.38 | $468.89 | $27.54 | $3,051.26 | $104.90 | $120.03 | $176.72 | $0.00 | $401.64 | 2256 3RD ST |
| 097 -0136-004-06 | COM | C1 | 2 | 122.000 | 2,734 | $649.41 | $331.95 | $114.16 | $6.71 | $1,102.23 | $57.17 | $29.23 | $43.03 | $0.00 | $129.42 | 3252 4TH ST |
| 097 -0136-004-12 | COM | C1 | 2 | 0.000 | 5,591 | $0.00 | $678.84 | $233.46 | $13.71 | $926.01 | $0.00 | $59.77 | $87.99 | $0.00 | $147.76 | 2954 4TH ST |
| 097 -0136-004-23 | IND | C1 | 2 | 169.000 | 10,200 | $899.59 | $1,238.44 | $425.92 | $25.02 | $2,588.97 | $79.20 | $109.03 | $160.52 | $0.00 | $348.74 | 3170 4TH ST |
| 097 -0152-006-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2800 FOURTH ST #101 |
| 097 -0152-007-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2800 FOURTH ST #102 |
| 097 -0152-008-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2800 FOURTH ST #103 |
| 097 -0152-009-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2800 FOURTH ST #104 |
| 097 -0152-011-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 350 WOOD ST #201 |
| 097 -0152-012-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 350 WOOD ST #202 |
| 097 -0152-013-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 350 WOOD ST #203 |
| 097 -0152-014-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 350 WOOD ST #204 |
| 097 -0152-015-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 350 WOOD ST #205 |
| 097 -0152-016-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 350 WOOD ST #206 |
| 097 -0152-018-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2812 FOURTH ST #301 |
| 097 -0152-019-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2812 FOURTH ST #302 |
| 097 -0152-020-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2812 FOURTH ST #303 |
| 097 -0152-021-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2812 FOURTH ST #304 |
| 097 -0152-023-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 266 WOOD ST #401 |
| 097 -0152-024-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 266 WOOD ST #402 |
| 097 -0152-025-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 266 WOOD ST #403 |
| 097 -0152-026-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 266 WOOD ST #404 |
| 097 -0152-027-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 266 WOOD ST #405 |
| 097 -0152-028-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 266 WOOD ST #406 |
| 097 -0152-030-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 274 WOOD ST #501 |
| 097 -0152-031-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 274 WOOD ST #502 |
| 097 -0152-032-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 274 WOOD ST #503 |
| 097 -0152-033-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 274 WOOD ST #504 |
| 097 -0152-034-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 274 WOOD ST #505 |
| 097 -0152-035-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 274 WOOD ST #506 |
| 097 -0152-037-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2878 FOURTH ST #1401 |
| 097 -0152-038-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2878 FOURTH ST #1402 |
| 097 -0152-039-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2878 FOURTH ST #1403 |
| 097 -0152-040-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2878 FOURTH ST #1404 |
| 097 -0152-043-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2933 FIRST ST #1001 |
| 097 -0152-044-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2933 FIRST ST #1002 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0152-045-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2933 FIRST ST #1003 |
| 097 -0152-046-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2933 FIRST ST #1004 |
| 097 -0152-048-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2834 FOURTH ST #1101 |
| 097 -0152-049-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2834 FOURTH ST #1102 |
| 097 -0152-050-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2834 FOURTH ST #1103 |
| 097 -0152-051-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2834 FOURTH ST #1104 |
| 097 -0152-053-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2985 FIRST ST #1201 |
| 097 -0152-054-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2985 FIRST ST #1202 |
| 097 -0152-055-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2985 FIRST ST #1203 |
| 097 -0152-056-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2985 FIRST ST #1204 |
| 097 -0152-057-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2985 FIRST ST #1205 |
| 097 -0152-058-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2985 FIRST ST #1206 |
| 097 -0152-060-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2856 FOURTH ST #1301 |
| 097 -0152-061-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2856 FOURTH ST #1302 |
| 097 -0152-062-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2856 FOURTH ST #1303 |
| 097 -0152-063-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2856 FOURTH ST #1304 |
| 097 -0152-066-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 220 WOOD ST #601 |
| 097 -0152-067-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 220 WOOD ST #602 |
| 097 -0152-068-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 220 WOOD ST #603 |
| 097 -0152-069-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 220 WOOD ST #604 |
| 097 -0152-071-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 238 WOOD ST #701 |
| 097 -0152-072-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 238 WOOD ST #702 |
| 097 -0152-073-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 238 WOOD ST #703 |
| 097 -0152-074-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 238 WOOD ST #704 |
| 097 -0152-076-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2827 FIRST ST #801 |
| 097 -0152-077-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2827 FIRST ST #802 |
| 097 -0152-078-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2827 FIRST ST #803 |
| 097 -0152-079-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2827 FIRST ST #804 |
| 097 -0152-080-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2827 FIRST ST #805 |
| 097 -0152-081-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2827 FIRST ST #806 |
| 097 -0152-083-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2871 FIRST ST #901 |
| 097 -0152-084-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2871 FIRST ST #902 |
| 097 -0152-085-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2871 FIRST ST #903 |
| 097 -0152-086-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2871 FIRST ST #904 |
| 097 -0152-087-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2871 FIRST ST #905 |
| 097 -0152-088-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2871 FOURTH ST #906 |
| 097 -0152-092-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2755 1ST ST |
| 097 -0152-093-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2755 1ST ST |
| 097 -0152-094-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2755 1ST ST |
| 097 -0152-095-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2755 1ST ST |
| 097 -0152-096-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2755 1ST ST |
| 097 -0152-097-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2755 1ST ST |
| 097 -0152-099-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 212 WOOD ST |
| 097 -0152-100-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 212 WOOD ST |
| 097 -0152-101-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 212 WOOD ST |
| 097 -0152-102-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 212 WOOD ST |
| 097 -0152-103-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 212 WOOD ST |
| 097 -0152-104-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 212 WOOD ST |
| 097 -0152-106-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2676 3RD ST #1701 |
| 097 -0152-107-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2676 3RD ST #1702 |
| 097 -0152-108-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2676 3RD ST #1703 |
| 097 -0152-109-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2676 3RD ST #1704 |
| 097 -0152-110-00 | CON | C1 | 2 | 7.435 | 1,117 | $39.58 | $135.62 | $268.08 | $15.75 | $459.03 | $3.48 | $11.94 | $101.04 | $0.00 | $116.46 | 2676 3RD ST #1705 |
| 097 -0152-111-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2676 3RD ST #1706 |
| 097 -0152-113-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2695 3RD ST |
| 097 -0152-114-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2695 3RD ST |
| 097 -0152-115-00 | CON | C1 | 2 | 7.435 | 1,420 | $39.58 | $172.41 | $340.80 | $20.02 | $572.81 | $3.48 | $15.18 | $128.44 | $0.00 | $147.10 | 2695 3RD ST |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 097 -0152-116-00 | CON | C1 | 2 | 7.435 | 1,744 | $39.58 | $211.75 | $418.56 | $24.59 | $694.48 | $3.48 | $18.64 | $157.75 | $0.00 | $179.86 | 2695 3RD ST |
| 098 -0249-002-00 | MFR | B3 | 1 | 0.000 | 62,236 | $0.00 | $0.00 | $14,936.64 | $1,754.93 | $16,691.57 | $0.00 | $0.00 | $5,629.44 | $0.00 | $5,629.44 | 1651 CHESTNUT ST |
| 098 -0250-001-01 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1881 CHESTNUT ST |
| 098 -0250-001-02 | SFR | B3 | 1 | 0.000 | 975 | $0.00 | $0.00 | $234.00 | $27.49 | $261.49 | $0.00 | $0.00 | $88.19 | $0.00 | $88.18 | 1867 CHESTNUT ST |
| 098 -0250-001-03 | PUB | B3 | 1 | 0.000 | 2,400 | $0.00 | $0.00 | $100.22 | $11.77 | $111.99 | $0.00 | $0.00 | $37.77 | $0.00 | $37.76 | 241 N M ST |
| 098 -0250-002-04 | COM | B3 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $58.46 | $6.87 | $65.33 | $0.00 | $0.00 | $22.03 | $0.00 | $22.02 | 242 N N ST |
| 098 -0250-002-05 | COM | B3 | 1 | 0.000 | 5,600 | $0.00 | $0.00 | $233.84 | $27.47 | $261.31 | $0.00 | $0.00 | $88.13 | $0.00 | $88.12 | 1815 CHESTNUT ST |
| 098 -0250-003-00 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1839 CHESTNUT ST |
| 098 -0250-004-00 | SFR | B3 | 1 | 0.000 | 832 | $0.00 | $0.00 | $199.68 | $23.46 | $223.14 | $0.00 | $0.00 | $75.26 | $0.00 | $75.26 | 1853 CHESTNUT ST |
| 098 -0251-004-01 | SFR | B3 | 1 | 0.000 | 794 | $0.00 | $0.00 | $190.56 | $22.39 | $212.95 | $0.00 | $0.00 | $71.82 | $0.00 | $71.82 | 258 N M ST |
| 098 -0251-005-00 | MFR | B3 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $336.00 | $39.48 | $375.48 | $0.00 | $0.00 | $126.63 | $0.00 | $126.62 | 276 N M ST |
| 098 -0251-006-00 | SFR | B3 | 1 | 0.000 | 988 | $0.00 | $0.00 | $237.12 | $27.86 | $264.98 | $0.00 | $0.00 | $89.37 | $0.00 | $89.36 | 1917 CHESTNUT ST |
| 098 -0251-007-01 | MFR | B3 | 1 | 0.000 | 1,484 | $0.00 | $0.00 | $356.16 | $41.85 | $398.01 | $0.00 | $0.00 | $134.23 | $0.00 | $134.22 | 1949 CHESTNUT ST |
| 098 -0251-008-00 | MFR | B3 | 1 | 0.000 | 2,874 | $0.00 | $0.00 | $689.76 | $81.04 | $770.80 | $0.00 | $0.00 | $259.96 | $0.00 | $259.96 | 1963 CHESTNUT ST |
| 098 -0251-010-00 | SFR | B3 | 1 | 0.000 | 1,363 | $0.00 | $0.00 | $327.12 | $38.43 | $365.55 | $0.00 | $0.00 | $123.29 | $0.00 | $123.28 | 277 N L ST |
| 098 -0251-011-00 | SFR | B3 | 1 | 0.000 | 1,519 | $0.00 | $0.00 | $364.56 | $42.83 | $407.39 | $0.00 | $0.00 | $137.40 | $0.00 | $137.40 | 1989 CHESTNUT ST |
| 098 -0251-012-00 | SFR | B3 | 1 | 0.000 | 1,704 | $0.00 | $0.00 | $408.96 | $48.05 | $457.01 | $0.00 | $0.00 | $154.13 | $0.00 | $154.12 | 1985 CHESTNUT ST |
| 098 -0251-013-00 | SFR | B3 | 1 | 0.000 | 1,510 | $0.00 | $0.00 | $362.40 | $42.58 | $404.98 | $0.00 | $0.00 | $136.58 | $0.00 | $136.58 | 277 N L ST |
| 098 -0251-014-00 | SFR | B3 | 1 | 0.000 | 1,510 | $0.00 | $0.00 | $362.40 | $42.58 | $404.98 | $0.00 | $0.00 | $136.58 | $0.00 | $136.58 | 269 N L ST |
| 098 -0251-015-00 | SFR | B3 | 1 | 0.000 | 1,704 | $0.00 | $0.00 | $408.96 | $48.05 | $457.01 | $0.00 | $0.00 | $154.13 | $0.00 | $154.12 | 267 N L ST |
| 098 -0251-016-00 | SFR | B3 | 1 | 0.000 | 1,519 | $0.00 | $0.00 | $364.56 | $42.83 | $407.39 | $0.00 | $0.00 | $137.40 | $0.00 | $137.40 | 265 N L ST |
| 098 -0251-017-00 | SFR | B3 | 1 | 0.000 | 1,521 | $0.00 | $0.00 | $365.04 | $42.89 | $407.93 | $0.00 | $0.00 | $137.58 | $0.00 | $137.58 | 261 N L ST |
| 098 -0252-002-02 | MFR | A3 | 1 | 0.000 | 1,892 | $0.00 | $0.00 | $454.08 | $53.35 | $507.43 | $0.00 | $0.00 | $171.14 | $0.00 | $171.14 | 279 N K ST |
| 098 -0252-002-03 | SFR | A3 | 1 | 0.000 | 756 | $0.00 | $0.00 | $181.44 | $21.32 | $202.76 | $0.00 | $0.00 | $68.38 | $0.00 | $68.38 | 263 N K ST |
| 098 -0252-003-02 | MFR | A3 | 1 | 0.000 | 2,906 | $0.00 | $0.00 | $697.44 | $81.94 | $779.38 | $0.00 | $0.00 | $262.86 | $0.00 | $262.86 | 241 N K ST |
| 098 -0252-004-01 | COM | A3 | 1 | 0.000 | 3,400 | $0.00 | $0.00 | $141.97 | $16.68 | $158.65 | $0.00 | $0.00 | $53.51 | $0.00 | $53.50 | 242 N L ST |
| 098 -0252-005-01 | COM | A3 | 1 | 0.000 | 3,168 | $0.00 | $0.00 | $132.29 | $15.54 | $147.83 | $0.00 | $0.00 | $49.86 | $0.00 | $49.86 | 260 N L ST |
| 098 -0252-007-02 | COM | A3 | 1 | 0.000 | 2,688 | $0.00 | $0.00 | $112.24 | $13.19 | $125.43 | $0.00 | $0.00 | $42.30 | $0.00 | $42.30 | 220 N L ST |
| 098 -0252-008-00 | MFR | A3 | 1 | 0.000 | 3,720 | $0.00 | $0.00 | $892.80 | $104.90 | $997.70 | $0.00 | $0.00 | $336.49 | $0.00 | $336.48 | 231 N K ST |
| 098 -0252-010-00 | MFR | A3 | 1 | 0.000 | 24,188 | $0.00 | $0.00 | $5,805.12 | $682.05 | $6,487.17 | $0.00 | $0.00 | $2,187.88 | $0.00 | $2,187.88 | 2083 CHESTNUT ST |
| 098 -0253-001-02 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 269 N LIVERMORE AVE |
| 098 -0253-001-03 | MFR | A3 | 1 | 0.000 | 2,804 | $0.00 | $0.00 | $672.96 | $79.07 | $752.03 | $0.00 | $0.00 | $253.63 | $0.00 | $253.62 | 2155 CHESTNUT ST |
| 098 -0253-002-01 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 245 N LIVERMORE AVE |
| 098 -0253-003-01 | MFR | A3 | 1 | 0.000 | 5,616 | $0.00 | $0.00 | $1,347.84 | $158.36 | $1,506.20 | $0.00 | $0.00 | $507.98 | $0.00 | $507.98 | 207 N LIVERMORE AVE |
| 098 -0253-005-00 | SFR | A3 | 1 | 0.000 | 714 | $0.00 | $0.00 | $171.36 | $20.13 | $191.49 | $0.00 | $0.00 | $64.58 | $0.00 | $64.58 | 2152 OAK ST |
| 098 -0253-006-00 | SFR | A3 | 1 | 0.000 | 1,220 | $0.00 | $0.00 | $292.80 | $34.40 | $327.20 | $0.00 | $0.00 | $110.35 | $0.00 | $110.34 | 210 N K ST |
| 098 -0253-007-01 | SFR | A3 | 1 | 0.000 | 1,458 | $0.00 | $0.00 | $349.92 | $41.11 | $391.03 | $0.00 | $0.00 | $131.88 | $0.00 | $131.88 | 228 N K ST |
| 098 -0253-007-03 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 240 N K ST |
| 098 -0253-007-04 | MFR | A3 | 1 | 0.000 | 1,698 | $0.00 | $0.00 | $407.52 | $47.88 | $455.40 | $0.00 | $0.00 | $153.59 | $0.00 | $153.58 | 264 N K ST |
| 098 -0253-008-01 | MFR | A3 | 1 | 0.000 | 1,825 | $0.00 | $0.00 | $438.00 | $51.46 | $489.46 | $0.00 | $0.00 | $165.08 | $0.00 | $165.08 | 278 N K ST |
| 098 -0253-009-00 | MFR | A3 | 1 | 0.000 | 2,070 | $0.00 | $0.00 | $496.80 | $58.37 | $555.17 | $0.00 | $0.00 | $187.24 | $0.00 | $187.24 | 2177 CHESTNUT ST |
| 098 -0253-010-00 | MFR | A3 | 1 | 0.000 | 2,070 | $0.00 | $0.00 | $496.80 | $58.37 | $555.17 | $0.00 | $0.00 | $187.24 | $0.00 | $187.24 | 2183 CHESTNUT ST |
| 098 -0253-011-00 | MFR | A3 | 1 | 0.000 | 2,208 | $0.00 | $0.00 | $529.92 | $62.26 | $592.18 | $0.00 | $0.00 | $199.72 | $0.00 | $199.72 | 2121 CHESTNUT ST |
| 098 -0253-012-00 | MFR | A3 | 1 | 0.000 | 1,680 | $0.00 | $0.00 | $403.20 | $47.37 | $450.57 | $0.00 | $0.00 | $151.96 | $0.00 | $151.96 | 2147 CHESTNUT ST |
| 098 -0260-006-04 | COM | C2 | 1 | 0.000 | 960 | $0.00 | $0.00 | $40.09 | $4.71 | $44.80 | $0.00 | $0.00 | $15.11 | $0.00 | $15.10 | 2680 OLD 1ST ST |
| 098 -0260-008-04 | COM | C2 | 1 | 0.000 | 1,440 | $0.00 | $0.00 | $60.13 | $7.06 | $67.19 | $0.00 | $0.00 | $22.66 | $0.00 | $22.66 | 2620 OLD 1ST ST |
| 098 -0260-009-06 | COM | C1 | 1 | 0.000 | 2,967 | $0.00 | $360.24 | $123.89 | $14.56 | $498.69 | $0.00 | $31.72 | $46.69 | $0.00 | $78.40 | 2582 OLD 1ST ST |
| 098 -0260-009-08 | COM | C2 | 1 | 0.000 | 5,466 | $0.00 | $0.00 | $228.24 | $26.82 | $255.06 | $0.00 | $0.00 | $86.02 | $0.00 | $86.02 | 2602 OLD 1ST ST |
| 098 -0260-010-02 | COM | C1 | 1 | 0.000 | 2,720 | $0.00 | $330.25 | $113.58 | $13.34 | $457.17 | $0.00 | $29.08 | $42.81 | $0.00 | $71.88 | 2574 OLD 1ST ST |
| 098 -0260-014-01 | COM | C1 | 1 | 0.000 | 2,577 | $0.00 | $312.89 | $107.61 | $12.64 | $433.14 | $0.00 | $27.55 | $40.56 | $0.00 | $68.10 | 2560 OLD 1ST ST |
| 098 -0260-015-01 | COM | C1 | 1 | 0.000 | 7,655 | $0.00 | $929.44 | $319.65 | $37.56 | $1,286.65 | $0.00 | $81.83 | $120.47 | $0.00 | $202.30 | 2558 OLD 1ST ST |
| 098 -0260-016-01 | COM | C2 | 1 | 0.000 | 3,120 | $0.00 | $0.00 | $130.28 | $15.31 | $145.59 | $0.00 | $0.00 | $49.10 | $0.00 | $49.10 | 2456 RAILROAD AVE |
| 098 -0260-016-02 | COM | C2 | 1 | 0.000 | 2,699 | $0.00 | $0.00 | $112.70 | $13.24 | $125.94 | $0.00 | $0.00 | $42.48 | $0.00 | $42.48 | 2494 RAILROAD AVE |
| 098 -0264-001-01 | COM | C2 | 1 | 0.000 | 1,388 | $0.00 | $0.00 | $57.96 | $6.81 | $64.77 | $0.00 | $0.00 | $21.84 | $0.00 | $21.84 | 2730 1ST ST |
| 098 -0275-002-06 | COM | C1 | 1 | 60.000 | 1,984 | $319.38 | $240.89 | $82.85 | $9.73 | $652.85 | $28.12 | $21.21 | $31.22 | $0.00 | $80.54 | 2589 OLD 1ST ST |
| 098 -0275-002-08 | COM | C1 | 1 | 50.000 | 1,944 | $266.15 | $236.03 | $81.18 | $9.54 | $592.90 | $23.43 | $20.78 | $30.59 | $0.00 | $74.80 | 2589 OLD 1ST ST |
| 098 -0275-003-00 | COM | C1 | 1 | 82.860 | 720 | $441.06 | $87.42 | $30.07 | $3.53 | $562.08 | $38.83 | $7.70 | $11.33 | $0.00 | $57.86 | 2605 OLD 1ST ST |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0275-004-00 | VCOM | C1 | 1 | 100.000 | 0 | $532.30 | $0.00 | $0.00 | $0.00 | $532.30 | $46.86 | $0.00 | $0.00 | $0.00 | $46.86 | 2617 OLD 1ST ST |
| 098 -0275-005-00 | COM | C1 | 1 | 60.000 | 2,100 | $319.38 | $254.97 | $87.69 | $10.30 | $672.34 | $28.12 | $22.45 | $33.05 | $0.00 | $83.62 | 2617 OLD 1ST ST |
| 098 -0275-007-03 | COM | C1 | 1 | 65.740 | 2,000 | $349.93 | $242.83 | $83.51 | $9.81 | $686.08 | $30.81 | $21.38 | $31.48 | $0.00 | $83.66 | 2677 OLD 1ST ST |
| 098 -0275-008-04 | COM | C1 | 1 | 84.630 | 10,214 | $450.49 | $1,240.14 | $426.51 | $50.11 | $2,167.25 | $39.66 | $109.18 | $160.74 | $0.00 | $309.58 | 2693 OLD 1ST ST |
| 098 -0275-011-00 | COM | C1 | 1 | 0.000 | 2,481 | $0.00 | $301.23 | $103.60 | $12.17 | $417.00 | $0.00 | $26.52 | $39.05 | $0.00 | $65.56 | 2787 OLD 1ST ST |
| 098 -0275-012-00 | COM | C1 | 1 | 0.000 | 5,262 | $0.00 | $638.89 | $219.73 | $25.82 | $884.44 | $0.00 | $56.25 | $82.81 | $0.00 | $139.06 | 2821 OLD 1ST ST |
| 098 -0275-017-00 | COM | C1 | 1 | 93.960 | 3,200 | $500.15 | $388.53 | $133.62 | $15.70 | $1,038.00 | $44.03 | $34.21 | $50.36 | $0.00 | $128.60 | 2653 OLD 1ST ST |
| 098 -0281-002-00 | COM | A2 | 1 | 0.000 | 2,000 | $0.00 | $0.00 | $83.51 | $9.81 | $93.32 | $0.00 | $0.00 | $31.48 | $0.00 | $31.48 | 183 N LIVERMORE AVE |
| 098 -0281-004-01 | COM | A2 | 1 | 0.000 | 2,176 | $0.00 | $0.00 | $90.86 | $10.68 | $101.54 | $0.00 | $0.00 | $34.25 | $0.00 | $34.24 | 145 N LIVERMORE AVE |
| 098 -0281-004-03 | COM | A2 | 1 | 0.000 | 2,816 | $0.00 | $0.00 | $117.59 | $13.82 | $131.41 | $0.00 | $0.00 | $44.32 | $0.00 | $44.32 | 145 N LIVERMORE AVE |
| 098 -0281-005-00 | COM | A2 | 1 | 0.000 | 3,200 | $0.00 | $0.00 | $133.62 | $15.70 | $149.32 | $0.00 | $0.00 | $50.36 | $0.00 | $50.36 | 101 N LIVERMORE AVE |
| 098 -0281-006-00 | COM | A2 | 1 | 0.000 | 1,560 | $0.00 | $0.00 | $65.14 | $7.65 | $72.79 | $0.00 | $0.00 | $24.55 | $0.00 | $24.54 | 2160 RAILROAD AVE |
| 098 -0281-007-00 | COM | A2 | 1 | 0.000 | 3,046 | $0.00 | $0.00 | $127.19 | $14.94 | $142.13 | $0.00 | $0.00 | $47.94 | $0.00 | $47.94 | 2136 RAILROAD AVE |
| 098 -0281-008-00 | COM | A2 | 1 | 0.000 | 5,010 | $0.00 | $0.00 | $209.20 | $24.58 | $233.78 | $0.00 | $0.00 | $78.85 | $0.00 | $78.84 | 2120 RAILROAD AVE |
| 098 -0282-002-01 | COM | A2 | 1 | 0.000 | 5,175 | $0.00 | $0.00 | $216.09 | $25.39 | $241.48 | $0.00 | $0.00 | $81.44 | $0.00 | $81.44 | 116 N L ST |
| 098 -0282-004-05 | COM | A2 | 1 | 0.000 | 9,116 | $0.00 | $0.00 | $380.66 | $44.72 | $425.38 | $0.00 | $0.00 | $143.46 | $0.00 | $143.46 | 150 N L ST |
| 098 -0282-007-00 | COM | A2 | 1 | 0.000 | 2,000 | $0.00 | $0.00 | $83.51 | $9.81 | $93.32 | $0.00 | $0.00 | $31.48 | $0.00 | $31.48 | 170 N L ST |
| 098 -0282-008-00 | COM | A2 | 1 | 0.000 | 4,760 | $0.00 | $0.00 | $198.76 | $23.35 | $222.11 | $0.00 | $0.00 | $74.91 | $0.00 | $74.90 | 181 N K ST |
| 098 -0289-001-00 | COM | A1 | 2 | 0.000 | 3,924 | $0.00 | $1,548.28 | $163.85 | $9.63 | $1,721.76 | $0.00 | $1,548.28 | $61.75 | $0.00 | $1,610.02 | 21 S LIVERMORE AVE |
| 098 -0289-028-00 | COM | A1 | 2 | 20.000 | 1,664 | $891.36 | $656.56 | $69.48 | $4.08 | $1,621.48 | $891.36 | $656.56 | $26.19 | $0.00 | $1,574.10 | 2038 1ST ST |
| 098 -0290-001-11 | COM | B2 | 1 | 0.000 | 37,912 | $0.00 | $0.00 | $1,583.09 | $186.00 | $1,769.09 | $0.00 | $0.00 | $596.65 | $0.00 | $596.64 | 1620 RAILROAD AVE |
| 098 -0290-001-16 | COM | B2 | 1 | 0.000 | 21,200 | $0.00 | $0.00 | $885.25 | $104.01 | $989.26 | $0.00 | $0.00 | $333.64 | $0.00 | $333.64 | 1784 RAILROAD AVE |
| 098 -0290-002-07 | COM | B2 | 1 | 0.000 | 20,100 | $0.00 | $0.00 | $839.32 | $98.61 | $937.93 | $0.00 | $0.00 | $316.33 | $0.00 | $316.32 | 1456 RAILROAD AVE |
| 098 -0290-002-11 | COM | B2 | 1 | 0.000 | 7,043 | $0.00 | $0.00 | $294.09 | $34.55 | $328.64 | $0.00 | $0.00 | $110.84 | $0.00 | $110.84 | 1344 RAILROAD AVE |
| 098 -0290-002-15 | COM | B2 | 1 | 0.000 | 66,816 | $0.00 | $0.00 | $2,790.04 | $327.80 | $3,117.84 | $0.00 | $0.00 | $1,051.53 | $0.00 | $1,051.52 | 1490 RAILROAD AVE |
| 098 -0290-021-00 | COM | B2 | 1 | 0.000 | 2,880 | $0.00 | $0.00 | $120.26 | $14.13 | $134.39 | $0.00 | $0.00 | $45.32 | $0.00 | $45.32 | 1114 E STANLEY BLVD |
| 098 -0290-022-00 | COM | B2 | 1 | 0.000 | 4,980 | $0.00 | $0.00 | $207.95 | $24.43 | $232.38 | $0.00 | $0.00 | $78.37 | $0.00 | $78.36 | 1116 E STANLEY BLVD |
| 098 -0290-024-03 | COM | B2 | 1 | 0.000 | 104,000 | $0.00 | $0.00 | $4,342.73 | $510.22 | $4,852.95 | $0.00 | $0.00 | $1,636.72 | $0.00 | $1,636.72 | 1088 E STANLEY BLVD |
| 098 -0403-003-00 | COM | B1 | 2 | 0.000 | 5,800 | $0.00 | $687.11 | $242.19 | $14.23 | $943.53 | $0.00 | $42.00 | $91.28 | $0.00 | $133.28 | 34 S P ST |
| 098 -0403-006-01 | COM | B1 | 2 | 0.000 | 3,350 | $0.00 | $396.86 | $139.89 | $8.22 | $544.97 | $0.00 | $24.26 | $52.72 | $0.00 | $76.98 | 41 S O ST |
| 098 -0403-006-02 | COM | B1 | 2 | 0.000 | 3,255 | $0.00 | $385.61 | $135.92 | $7.98 | $529.51 | $0.00 | $23.57 | $51.23 | $0.00 | $74.80 | 41 S O ST |
| 098 -0403-012-00 | COM | B1 | 2 | 140.020 | 4,200 | $750.23 | $497.56 | $175.38 | $10.30 | $1,433.47 | $45.86 | $30.42 | $66.10 | $0.00 | $142.38 | 76 S ST |
| 098 -0403-019-00 | COM | B1 | 2 | 770.050 | 144,058 | $4,125.93 | $17,066.12 | $6,015.43 | $353.37 | $27,560.85 | $252.21 | $1,043.22 | $2,267.14 | $0.00 | $3,562.56 | 1410 1ST ST |
| 098 -0403-020-00 | COM | B1 | 2 | 151.350 | 9,205 | $810.93 | $1,090.49 | $384.37 | $22.58 | $2,308.37 | $49.57 | $66.66 | $144.87 | $0.00 | $261.10 | 1334 1ST ST |
| 098 -0403-021-00 | COM | B1 | 2 | 236.950 | 15,580 | $1,269.58 | $1,845.72 | $650.57 | $38.22 | $3,804.09 | $77.61 | $112.83 | $245.19 | $0.00 | $435.62 | 1620 1ST ST |
| 098 -0403-022-00 | COM | B1 | 2 | 63.050 | 1,250 | $337.82 | $148.08 | $52.20 | $3.07 | $541.17 | $20.65 | $9.05 | $19.67 | $0.00 | $49.36 | 1620 1ST ST |
| 098 -0405-001-00 | COM | B1 | 2 | 0.000 | 12,640 | $0.00 | $1,497.42 | $527.81 | $31.01 | $2,056.24 | $0.00 | $91.53 | $198.92 | $0.00 | $290.44 | 1601 RAILROAD AVE |
| 098 -0405-002-00 | COM | B1 | 2 | 0.000 | 7,500 | $0.00 | $888.50 | $313.18 | $18.40 | $1,220.08 | $0.00 | $54.31 | $118.03 | $0.00 | $172.34 | 28 S P ST |
| 098 -0405-003-00 | MFR | B1 | 2 | 0.000 | 178,938 | $0.00 | $21,198.25 | $42,945.12 | $2,522.85 | $66,666.22 | $0.00 | $1,295.81 | $16,185.49 | $0.00 | $17,481.30 | 1809 RAILROAD AVE |
| 098 -0407-001-00 | COM | C1 | 1 | 128.690 | 6,521 | $685.02 | $791.75 | $272.30 | $31.99 | $1,781.06 | $60.31 | $69.71 | $102.63 | $0.00 | $232.64 | RAILROAD AVE |
| 098 -0407-011-00 | OFF | A1 | 2 | 47.620 | 2,648 | $2,122.33 | $1,044.82 | $158.12 | $9.29 | $3,334.56 | $2,122.33 | $1,044.82 | $59.59 | $0.00 | $3,226.74 | 2250 1ST ST |
| 098 -0407-012-00 | COM | A1 | 2 | 0.000 | 4,980 | $0.00 | $1,964.95 | $207.95 | $12.22 | $2,185.12 | $0.00 | $1,964.95 | $78.37 | $0.00 | $2,043.32 | 56 S LIVERMORE AVE |
| 098 -0407-023-00 | COM | A1 | 2 | 99.660 | 34,567 | $4,441.65 | $13,639.03 | $1,443.41 | $84.79 | $19,608.88 | $4,441.65 | $13,639.03 | $544.01 | $0.00 | $18,624.68 | 2490 FIRST ST |
| 098 -0407-024-00 | COM | A1 | 2 | 167.200 | 24,409 | $7,451.77 | $9,631.01 | $1,019.25 | $59.88 | $18,161.91 | $7,451.77 | $9,631.01 | $384.14 | $0.00 | $17,466.92 | 2470 1ST ST |
| 098 -0407-025-00 | COM | A1 | 2 | 0.000 | 5,775 | $0.00 | $2,278.63 | $241.15 | $14.17 | $2,533.95 | $0.00 | $2,278.63 | $90.89 | $0.00 | $2,369.52 | 2375 RAILROAD AVE |
| 098 -0407-027-00 | COM | A1 | 2 | 224.280 | 45,640 | $9,995.71 | $18,008.08 | $1,905.79 | $111.95 | $30,021.53 | $9,995.71 | $18,008.08 | $718.27 | $0.00 | $28,722.06 | 2300 1ST ST |
| 098 -0407-028-01 | PUB | A1 | 2 | 0.000 | 33,845 | $0.00 | $13,354.15 | $1,413.27 | $83.02 | $14,850.44 | $0.00 | $13,354.15 | $532.64 | $0.00 | $13,886.78 | 2400 1ST ST |
| 098 -0408-001-00 | COM | B2 | 1 | 0.000 | 1,200 | $0.00 | $0.00 | $50.11 | $5.89 | $56.00 | $0.00 | $0.00 | $18.89 | $0.00 | $18.88 | 187 N L ST |
| 098 -0408-002-00 | COM | B2 | 1 | 0.000 | 1,400 | $0.00 | $0.00 | $58.46 | $6.87 | $65.33 | $0.00 | $0.00 | $22.03 | $0.00 | $22.02 | 1984 RAILROAD AVE |
| 098 -0408-021-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1926 RAILROAD AVE #100 |
| 098 -0408-022-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1926 RAILROAD AVE #102 |
| 098 -0408-023-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1926 RAILROAD AVE #104 |
| 098 -0408-024-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1926 RAILROAD AVE #106 |
| 098 -0408-025-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1926 RAILROAD AVE #108 |
| 098 -0408-026-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1926 RAILROAD AVE #110 |
| 098 -0408-027-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1926 RAILROAD AVE #112 |
| 098 -0408-028-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1926 RAILROAD AVE #114 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0408-029-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1926 RAILROAD AVE #116 |
| 098 -0408-030-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1926 RAILROAD AVE #118 |
| 098 -0408-031-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1926 RAILROAD AVE #120 |
| 098 -0408-032-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1926 RAILROAD AVE #122 |
| 098 -0408-034-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1948 RAILROAD AVE #100 |
| 098 -0408-035-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1948 RAILROAD AVE #102 |
| 098 -0408-036-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1948 RAILROAD AVE #104 |
| 098 -0408-037-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1948 RAILROAD AVE #106 |
| 098 -0408-038-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1948 RAILROAD AVE #108 |
| 098 -0408-039-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1948 RAILROAD AVE #110 |
| 098 -0408-041-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 161 N L ST #101 |
| 098 -0408-042-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 161 N L ST #103 |
| 098 -0408-043-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 161 N L ST #105 |
| 098 -0408-044-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 161 N L ST #107 |
| 098 -0408-045-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 161 N L ST #109 |
| 098 -0408-046-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 161 N L ST #111 |
| 098 -0408-047-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 161 N L ST #113 |
| 098 -0408-048-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 161 N L ST #115 |
| 098 -0408-050-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1976 LOCOMOTIVE LN #101 |
| 098 -0408-051-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1976 LOCOMOTIVE LN #103 |
| 098 -0408-052-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1976 LOCOMOTIVE LN #105 |
| 098 -0408-053-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1976 LOCOMOTIVE LN #107 |
| 098 -0408-054-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1976 LOCOMOTIVE LN #109 |
| 098 -0408-055-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1976 LOCOMOTIVE LN #111 |
| 098 -0408-056-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1976 LOCOMOTIVE LN #113 |
| 098 -0408-058-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1930 DEPOT DR #114 |
| 098 -0408-059-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1930 DEPOT DR #112 |
| 098 -0408-060-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1930 DEPOT DR #110 |
| 098 -0408-061-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1930 DEPOT DR #108 |
| 098 -0408-062-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1930 DEPOT DR #106 |
| 098 -0408-063-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1930 DEPOT DR #104 |
| 098 -0408-064-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1930 DEPOT DR #102 |
| 098 -0408-065-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1930 DEPOT DR #100 |
| 098 -0408-067-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1921 DEPOT DR #101 |
| 098 -0408-068-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1921 DEPOT DR #103 |
| 098 -0408-069-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1921 DEPOT DR #105 |
| 098 -0408-070-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1921 DEPOT DR #107 |
| 098 -0408-071-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 1921 DEPOT DR #109 |
| 098 -0408-072-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1921 DEPOT DR #111 |
| 098 -0408-073-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1921 DEPOT DR #113 |
| 098 -0408-074-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1921 DEPOT DR #115 |
| 098 -0408-076-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 153 GILLETTE PL #114 |
| 098 -0408-077-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 153 GILLETTE PL #112 |
| 098 -0408-078-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 153 GILLETTE PL #110 |
| 098 -0408-079-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 153 GILLETTE PL #108 |
| 098 -0408-080-00 | CON | B2 | 1 | 0.000 | 2,001 | $0.00 | $0.00 | $480.24 | $56.42 | $536.66 | $0.00 | $0.00 | $181.00 | $0.00 | $181.00 | 153 GILLETTE PL #106 |
| 098 -0408-081-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 153 GILLETTE PL #104 |
| 098 -0408-082-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 153 GILLETTE PL #102 |
| 098 -0408-083-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 153 GILLETTE PL #100 |
| 098 -0408-121-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1832 RAILROAD AVE #100 |
| 098 -0408-122-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1832 RAILROAD AVE #102 |
| 098 -0408-123-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1832 RAILROAD AVE #104 |
| 098 -0408-124-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1832 RAILROAD AVE #106 |
| 098 -0408-125-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 1832 RAILROAD AVE #108 |
| 098 -0408-126-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 1832 RAILROAD AVE #110 |
| 098 -0408-127-00 | CON | B2 | 1 | 0.000 | 1,402 | $0.00 | $0.00 | $336.48 | $39.53 | $376.01 | $0.00 | $0.00 | $126.82 | $0.00 | $126.82 | 1832 RAILROAD AVE #112 |
| 098 -0408-128-00 | CON | B2 | 1 | 0.000 | 1,166 | $0.00 | $0.00 | $279.84 | $32.88 | $312.72 | $0.00 | $0.00 | $105.47 | $0.00 | $105.46 | 1832 RAILROAD AVE #114 |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0408-129-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1832 RAILROAD AVE #116 |
| 098 -0408-130-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1832 RAILROAD AVE #118 |
| 098 -0408-132-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1874 RAILROAD AVE #100 |
| 098 -0408-133-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1874 RAILROAD AVE #102 |
| 098 -0408-134-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1874 RAILROAD AVE #104 |
| 098 -0408-135-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1874 RAILROAD AVE #106 |
| 098 -0408-136-00 | CON | B2 | 1 | 0.000 | 1,976 | $0.00 | $0.00 | $474.24 | $55.72 | $529.96 | $0.00 | $0.00 | $178.74 | $0.00 | $178.74 | 1874 RAILROAD AVE #108 |
| 098 -0408-137-00 | CON | B2 | 1 | 0.000 | 1,399 | $0.00 | $0.00 | $335.76 | $39.45 | $375.21 | $0.00 | $0.00 | $126.54 | $0.00 | $126.54 | 1874 RAILROAD AVE #110 |
| 098 -0408-138-00 | CON | B2 | 1 | 0.000 | 1,163 | $0.00 | $0.00 | $279.12 | $32.79 | $311.91 | $0.00 | $0.00 | $105.20 | $0.00 | $105.20 | 1874 RAILROAD AVE #112 |
| 098 -0408-139-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 1874 RAILROAD AVE #114 |
| 098 -0408-140-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 1874 RAILROAD AVE #116 |
| 098 -0408-141-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 1874 RAILROAD AVE #118 |
| 098 -0408-142-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 1874 RAILROAD AVE #120 |
| 098 -0408-148-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 170 N N ST #118 |
| 098 -0408-149-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 170 N N ST #116 |
| 098 -0408-150-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #114 |
| 098 -0408-151-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #112 |
| 098 -0408-152-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #110 |
| 098 -0408-153-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #108 |
| 098 -0408-154-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 170 N N ST #106 |
| 098 -0408-155-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 170 N N ST #104 |
| 098 -0408-156-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 170 N N ST #102 |
| 098 -0408-157-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 170 N N ST #100 |
| 098 -0408-159-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 162 ZEPHYR PL #100 |
| 098 -0408-160-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 162 ZEPHYR PL #102 |
| 098 -0408-161-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #104 |
| 098 -0408-162-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #106 |
| 098 -0408-163-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #108 |
| 098 -0408-164-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 162 ZEPHYR PL #110 |
| 098 -0408-165-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 162 ZEPHYR PL #112 |
| 098 -0408-166-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 162 ZEPHYR PL #114 |
| 098 -0408-168-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 157 ZEPHYR PL #115 |
| 098 -0408-169-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 157 ZEPHYR PL #113 |
| 098 -0408-170-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #111 |
| 098 -0408-171-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #109 |
| 098 -0408-172-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #107 |
| 098 -0408-173-00 | CON | B2 | 1 | 0.000 | 1,734 | $0.00 | $0.00 | $416.16 | $48.90 | $465.06 | $0.00 | $0.00 | $156.85 | $0.00 | $156.84 | 157 ZEPHYR PL #105 |
| 098 -0408-174-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 157 ZEPHYR PL #103 |
| 098 -0408-175-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 157 ZEPHYR PL #101 |
| 098 -0408-177-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 168 GILLETTE PL #100 |
| 098 -0408-178-00 | CON | B2 | 1 | 0.000 | 1,880 | $0.00 | $0.00 | $451.20 | $53.01 | $504.21 | $0.00 | $0.00 | $170.05 | $0.00 | $170.04 | 168 GILLETTE PL #102 |
| 098 -0408-179-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #104 |
| 098 -0408-180-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #106 |
| 098 -0408-181-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #108 |
| 098 -0408-182-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #110 |
| 098 -0408-183-00 | CON | B2 | 1 | 0.000 | 1,381 | $0.00 | $0.00 | $331.44 | $38.94 | $370.38 | $0.00 | $0.00 | $124.92 | $0.00 | $124.92 | 168 GILLETTE PL #112 |
| 098 -0408-184-00 | CON | B2 | 1 | 0.000 | 1,145 | $0.00 | $0.00 | $274.80 | $32.29 | $307.09 | $0.00 | $0.00 | $103.57 | $0.00 | $103.56 | 168 GILLETTE PL #114 |
| 098 -0408-185-00 | CON | B2 | 1 | 0.000 | 1,780 | $0.00 | $0.00 | $427.20 | $50.19 | $477.39 | $0.00 | $0.00 | $161.01 | $0.00 | $161.00 | 168 GILLETTE PL #116 |
| 098 -0408-186-00 | CON | B2 | 1 | 0.000 | 1,287 | $0.00 | $0.00 | $308.88 | $36.29 | $345.17 | $0.00 | $0.00 | $116.41 | $0.00 | $116.40 | 168 GILLETTE PL #118 |
| 098 -0409-001-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2704 HOLLINGBURY CMN |
| 098 -0409-002-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2712 HOLLINGBURY CMN |
| 098 -0409-003-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2718 HOLLINGBURY CMN |
| 098 -0409-004-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2707 HOLLINGBURY CMN |
| 098 -0409-005-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2713 HOLLINGBURY CMN |
| 098 -0409-006-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2719 HOLLINGBURY CMN |
| 098 -0409-007-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2776 PATCHAM CMN |
| 098 -0409-008-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2784 PATCHAM CMN |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0409-009-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2792 PATCHAM CMN |
| 098 -0409-010-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2701 PATCHAM CMN |
| 098 -0409-011-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2709 PATCHAM CMN |
| 098 -0409-012-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2717 PATCHAM CMN |
| 098 -0409-013-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2725 PATCHAM CMN |
| 098 -0409-014-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2733 PATCHAM CMN |
| 098 -0409-015-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2741 PATCHAM CMN |
| 098 -0409-016-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2749 PATCHAM CMN |
| 098 -0409-017-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2757 PATCHAM CMN |
| 098 -0409-018-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2765 PATCHAM CMN |
| 098 -0409-019-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2773 PATCHAM CMN |
| 098 -0409-020-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2781 PATCHAM CMN |
| 098 -0409-021-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2789 PATCHAM CMN |
| 098 -0409-022-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2797 PATCHAM CMN |
| 098 -0409-023-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2805 PATCHAM CMN |
| 098 -0409-024-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2813 PATCHAM CMN |
| 098 -0409-025-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2821 PATCHAM CMN |
| 098 -0409-026-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2829 PATCHAM CMN |
| 098 -0409-027-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2837 PATCHAM CMN |
| 098 -0409-028-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2845 PATCHAM CMN |
| 098 -0409-029-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2853 PATCHAM CMN |
| 098 -0409-030-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2861 PATCHAM CMN |
| 098 -0409-031-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2869 PATCHAM CMN |
| 098 -0409-032-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2877 PATCHAM CMN |
| 098 -0409-033-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2885 PATCHAM CMN |
| 098 -0409-034-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2891 PATCHAM CMN |
| 098 -0409-035-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2895 PATCHAM CMN |
| 098 -0409-036-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2899 PATCHAM CMN |
| 098 -0409-037-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2858 PATCHAM CMN |
| 098 -0409-038-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2874 PATCHAM CMN |
| 098 -0409-039-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2880 PATCHAM CMN |
| 098 -0409-040-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2888 PATCHAM CMN |
| 098 -0409-041-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2892 PATCHAM CMN |
| 098 -0409-042-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2896 PATCHAM CMN |
| 098 -0410-001-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2902 WORTHING CMN |
| 098 -0410-002-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2904 WORTHING CMN |
| 098 -0410-003-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2906 WORTHING CMN |
| 098 -0410-004-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2908 WORTHING CMN |
| 098 -0410-005-00 | SFR | C1 | 1 | 8.084 | 2,013 | $43.03 | $244.41 | $483.12 | $56.76 | $827.32 | $3.79 | $21.52 | $182.08 | $0.00 | $207.38 | 2912 WORTHING CMN |
| 098 -0410-006-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 2914 WORTHING CMN |
| 098 -0410-007-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2916 WORTHING CMN |
| 098 -0410-008-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2920 WORTHING CMN |
| 098 -0410-009-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2922 WORTHING CMN |
| 098 -0410-010-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2928 WORTHING CMN |
| 098 -0410-011-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2934 WORTHING CMN |
| 098 -0410-012-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2938 WORTHING CMN |
| 098 -0410-013-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2946 WORTHING CMN |
| 098 -0410-014-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2950 WORTHING CMN |
| 098 -0410-015-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2954 WORTHING CMN |
| 098 -0410-016-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2960 WORTHING CMN |
| 098 -0410-017-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2968 WORTHING CMN |
| 098 -0410-018-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2974 WORTHING CMN |
| 098 -0410-019-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2980 WORTHING CMN |
| 098 -0410-020-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2986 WORTHING CMN |
| 098 -0410-021-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2992 WORTHING CMN |
| 098 -0410-022-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2998 WORTHING CMN |
| 098 -0410-023-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2999 WORTHING CMN |

## City of Livermore - Maintenance District No. LL-859
## Maximum & FY 2022-23 Assessment Roll
## (Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

| Parcel No. | Class | Streetscape Zone | Trail Zone | Frontage | Imp Sq Ft | Maximum Frontage Assessment | Maximum Area Assessment | Maximum Park/Plaza Assessment | Maximum Trail Assessment | Maximum Assessment | FY 2022-23 Frontage Assessment | FY 2022-23 Area Assessment | FY 2022-23 Park/Plaza Assessment | FY 2022-23 Trail Assessment | FY 2022-23 Assessment* | Property Address |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 098 -0410-024-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2995 WORTHING CMN |
| 098 -0410-025-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2991 WORTHING CMN |
| 098 -0410-026-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2885 WORTHING CMN |
| 098 -0410-027-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2977 PATCHAM CMN |
| 098 -0410-028-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2973 PATCHAM CMN |
| 098 -0410-030-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2951 PATCHAM CMN |
| 098 -0410-031-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2945 PATCHAM CMN |
| 098 -0410-032-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2937 PATCHAM CMN |
| 098 -0410-033-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2929 PATCHAM CMN |
| 098 -0410-034-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2921 PATCHAM CMN |
| 098 -0410-035-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2915 PATCHAM CMN |
| 098 -0410-036-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2907 PATCHAM CMN |
| 098 -0410-037-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2910 PATCHAM CMN |
| 098 -0410-038-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2918 PATCHAM CMN |
| 098 -0410-039-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2924 PATCHAM CMN |
| 098 -0410-040-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2932 PATCHAM CMN |
| 098 -0410-041-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2940 PATCHAM CMN |
| 098 -0410-042-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2948 PATCHAM CMN |
| 098 -0410-043-00 | SFR | C1 | 1 | 8.084 | 1,802 | $43.03 | $218.79 | $432.48 | $50.81 | $745.11 | $3.79 | $19.26 | $163.00 | $0.00 | $186.04 | 2956 PATCHAM CMN |
| 098 -0410-044-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2951 WORTHING CMN |
| 098 -0410-045-00 | SFR | C1 | 1 | 8.084 | 1,843 | $43.03 | $223.77 | $442.32 | $51.97 | $761.09 | $3.79 | $19.70 | $166.71 | $0.00 | $190.20 | 2949 WORTHING CMN |
| 098 -0410-046-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2943 WORTHING CMN |
| 098 -0410-047-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2937 WORTHING CMN |
| 098 -0410-048-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 2735 OLD 1ST ST |
| 098 -0410-049-00 | SFR | C1 | 1 | 8.084 | 1,830 | $43.03 | $222.19 | $439.20 | $51.60 | $756.02 | $3.79 | $19.56 | $165.53 | $0.00 | $188.88 | 2925 WORTHING CMN |
| 098 -0410-050-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 2921 WORTHING CMN |
| 098 -0410-061-00 | SFR | C1 | 1 | 8.084 | 1,948 | $43.03 | $236.52 | $467.52 | $54.93 | $802.00 | $3.79 | $20.82 | $176.20 | $0.00 | $200.80 | 2959 PATCHAM CMN |
| 098 -0410-062-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 2967 PATCHAM CMN |
| 098 -0410-063-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 2961 PATCHAM CMN |
| 098 -0410-070-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3000 WORTHING CMN |
| 098 -0410-071-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3004 WORTHING CMN |
| 098 -0410-072-00 | SFR | C1 | 1 | 8.084 | 1,806 | $43.03 | $219.28 | $433.44 | $50.93 | $746.68 | $3.79 | $19.31 | $163.36 | $0.00 | $186.46 | 3008 WORTHING CMN |
| 098 -0410-073-00 | SFR | C1 | 1 | 8.084 | 1,955 | $43.03 | $237.37 | $469.20 | $55.13 | $804.73 | $3.79 | $20.90 | $176.84 | $0.00 | $201.52 | 3012 WORTHING CMN |
| 098 -0410-074-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 3015 WORTHING CMN |
| 098 -0410-075-00 | SFR | C1 | 1 | 8.084 | 1,786 | $43.03 | $216.85 | $428.64 | $50.36 | $738.88 | $3.79 | $19.09 | $161.55 | $0.00 | $184.42 | 3009 WORTHING CMN |
| 098 -0410-076-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3007 WORTHING CMN |
| 098 -0410-077-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3005 WORTHING CMN |
| 098 -0410-078-00 | SFR | C1 | 1 | 8.084 | 1,915 | $43.03 | $232.51 | $459.60 | $54.00 | $789.14 | $3.79 | $20.47 | $173.22 | $0.00 | $197.48 | 3003 WORTHING CMN |
| 098 -0410-079-00 | SFR | C1 | 1 | 8.084 | 1,927 | $43.03 | $233.97 | $462.48 | $54.34 | $793.82 | $3.79 | $20.60 | $174.30 | $0.00 | $198.68 | 3001 WORTHING CMN |
| 098 -0413-001-00 | COM | B1 | 2 | 300.000 | 11,584 | $1,607.40 | $1,372.32 | $483.71 | $28.42 | $3,491.85 | $98.26 | $83.89 | $182.31 | $0.00 | $364.46 | 1934 1ST ST |
| 098 -0413-001-00 | MFR | B1 | 2 | 0.000 | 265,499 | $0.00 | $31,452.87 | $63,719.76 | $3,743.27 | $98,915.90 | $0.00 | $1,922.66 | $24,015.20 | $0.00 | $25,937.86 | 1934 1ST ST |
| 099 -0175-021-01 | COM | B2 | 1 | 0.000 | 16,382 | $0.00 | $0.00 | $684.06 | $80.37 | $764.43 | $0.00 | $0.00 | $257.82 | $0.00 | $257.82 | 1002 E STANLEY BLVD |
| 099 -0175-022-01 | COM | B2 | 1 | 0.000 | 984 | $0.00 | $0.00 | $41.09 | $4.83 | $45.92 | $0.00 | $0.00 | $15.49 | $0.00 | $15.48 | E STANLEY BLVD |
| | | | | 9,810.096 | 2,801,274 | $155,566.82 | $317,469.46 | $364,718.11 | $29,700.90 | $867,455.29 | $119,966.90 | $176,519.65 | $137,458.01 | $0.00 | $433,941.02 | |

* The FY 2022-23 Assessments have been rounded to the nearest even penny to meet the County of Alameda Auditor Controller submittal requirements.

# Appendix A

## Cost Summary Sheets for all Districts

# CITY OF LIVERMORE

**District Name: Sandhurst**
**Number: 1995-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**50,700 SF comprised of**
**168.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,853.00 |
| Contractor Services | | | $3,655.91 |
| Irrigation Water | | | $12,621.70 |
| Maintenance Materials | | | $302.00 |
| Equipment Maintenance & Operations | | | $123.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $19,555.61 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,956.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $506.00 |
| **Subtotal:** | | | $2,462.00 |
| **Total cost of maintenance** | | | $22,017.61 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 29,747.76 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $25,597.07 |
| Estimated fund balance as of June 30, 2023 | | | $33,327.22 |

# CITY OF LIVERMORE

**District Name: Danbury**
**Number: 1994-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**9,100 SF comprised of 67.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $7,580.00 |
| Contractor Services | | | $2,000.00 |
| Irrigation Water | | | $2,909.47 |
| Maintenance Materials | | | $420.00 |
| Equipment Maintenance & Operations | | | $326.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $13,235.47 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,324.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $242.00 |
| **Subtotal:** | | | $1,566.00 |
| **Total cost of maintenance** | | | $14,801.47 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 14,216.73 |
| Assessment Net Change | | | $ 7.20 |
| Estimated fund balance as of June 30, 2022 | | | $16,969.18 |
| Estimated fund balance as of June 30, 2023 | | | $16,384.45 |

# CITY OF LIVERMORE

**District Name: Tapestry**
**Number: 1993-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**153,900 SF comprised of**
**164.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $12,225.00 |
| Contractor Services | | | $11,340.00 |
| Irrigation Water | | | $32,374.19 |
| Maintenance Materials | | | $988.00 |
| Equipment Maintenance & Operations | | | $526.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 765.14 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $58,218.33 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $5,822.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,101.00 |
| **Subtotal:** | | | $6,923.00 |
| **Total cost of maintenance** | | | $65,141.33 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 64,750.48 |
| Assessment Net Change | | | $ 13.52 |
| Estimated fund balance as of June 30, 2022 | | | $60,434.53 |
| Estimated fund balance as of June 30, 2023 | | | $60,043.68 |

# CITY OF LIVERMORE

**District Name: Airport**
**Business Park Site #2**
**Number: 818**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**80,000 SF comprised of**
**19.54 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $19,560.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $4,067.18 |
| Maintenance Materials | | | $796.00 |
| Equipment Maintenance & Operations | | | $842.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $25,265.18 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,527.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $553.00 |
| **Subtotal:** | | | $3,080.00 |
| **Total cost of maintenance** | | | $28,345.18 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 32,552.08 |
| Assessment Net Change | | | $ (9.86) |
| Estimated fund balance as of June 30, 2022 | | | $39,056.11 |
| Estimated fund balance as of June 30, 2023 | | | $43,263.01 |

# CITY OF LIVERMORE

**District Name: Vintner**
**Place Number: 819**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**2,162 SF comprised of 7.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $978.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,923.64 |
| Maintenance Materials | | | $134.00 |
| Equipment Maintenance & Operations | | | $42.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 108.24 |
| Phone Costs | | | $134.76 |
| **Subtotal:** | | | $3,320.63 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $332.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $105.00 |
| **Subtotal:** | | | $437.00 |
| **Total cost of maintenance** | | | $3,757.63 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 6,195.35 |
| Assessment Net Change | | | $ 125.05 |
| Estimated fund balance as of June 30, 2022 | | | $28,164.41 |
| Estimated fund balance as of June 30, 2023 | | | $30,602.13 |

# CITY OF LIVERMORE

**District Name: Arroyo Road/Lomitas Avenue Number: 820**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**6,937 SF comprised of 5.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,364.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,040.51 |
| Maintenance Materials | | | $234.00 |
| Equipment Maintenance & Operations | | | $102.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,740.51 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $374.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $109.00 |
| **Subtotal:** | | | $483.00 |
| **Total cost of maintenance** | | | $4,223.51 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 6,399.85 |
| Assessment Net Change | | | $ 104.97 |
| Estimated fund balance as of June 30, 2022 | | | $26,990.58 |
| Estimated fund balance as of June 30, 2023 | | | $29,166.92 |

# CITY OF LIVERMORE

**District Name: Shea**
**Business Center Number:**
**821**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**21,330 SF comprised of**
**89.55 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $10,188.00 |
| Contractor Services | | | $5,000.00 |
| Irrigation Water | | | $687.15 |
| Maintenance Materials | | | $613.00 |
| Equipment Maintenance & Operations | | | $438.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $16,926.15 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,693.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $368.00 |
| **Subtotal:** | | | $2,061.00 |
| **Total cost of maintenance** | | | $18,987.15 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 21,658.39 |
| Assessment Net Change | | | $ 43.20 |
| Estimated fund balance as of June 30, 2022 | | | $18,742.86 |
| Estimated fund balance as of June 30, 2023 | | | $21,414.10 |

# CITY OF LIVERMORE

**District Name: Prima**
**Number: 822**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**54,040 SF comprised of**
**149.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,890.00 |
| Contractor Services | | | $3,433.44 |
| Irrigation Water | | | $9,203.66 |
| Maintenance Materials | | | $1,325.00 |
| Equipment Maintenance & Operations | | | $211.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 139.05 |
| Phone Costs | | | $129.88 |
| **Subtotal:** | | | $19,332.03 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,933.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $759.00 |
| **Subtotal:** | | | $2,692.00 |
| **Total cost of maintenance** | | | $22,024.03 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 44,671.69 |
| Assessment Net Change | | | $ 10.26 |
| Estimated fund balance as of June 30, 2022 | | | $185,244.15 |
| Estimated fund balance as of June 30, 2023 | | | $207,891.81 |

# CITY OF LIVERMORE

**District Name: Dunsmuir**
**Number: 823**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**843,364 SF comprised of**
**530.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $46,781.00 |
| Contractor Services | | | $95,000.00 |
| Irrigation Water | | | $90,223.97 |
| Maintenance Materials | | | $6,956.00 |
| Equipment Maintenance & Operations | | | $2,014.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 4,781.50 |
| Phone Costs | | | $532.12 |
| **Subtotal:** | | | $246,288.59 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $24,629.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $6,401.00 |
| **Subtotal:** | | | $31,030.00 |
| **Total cost of maintenance** | | | $277,318.59 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 376,543.80 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $940,142.92 |
| Estimated fund balance as of June 30, 2023 | | | $1,039,368.14 |

# CITY OF LIVERMORE

**District Name: Vintner**
**Estates Number: 824**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**10,000 SF comprised of 8.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,260.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,629.81 |
| Maintenance Materials | | | $281.00 |
| Equipment Maintenance & Operations | | | $140.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $134.80 |
| **Subtotal:** | | | $5,445.61 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $545.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $150.00 |
| **Subtotal:** | | | $695.00 |
| **Total cost of maintenance** | | | $6,140.61 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 8,834.24 |
| Assessment Net Change | | | $ (32.79) |
| Estimated fund balance as of June 30, 2022 | | | $22,411.62 |
| Estimated fund balance as of June 30, 2023 | | | $25,105.25 |

# CITY OF LIVERMORE

**District Name: Park Lane**
**Number: 826**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**36,842 SF comprised of**
**62.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $14,263.00 |
| Contractor Services | | | $5,011.32 |
| Irrigation Water | | | $3,699.90 |
| Maintenance Materials | | | $654.00 |
| Equipment Maintenance & Operations | | | $615.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 96.27 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $24,339.49 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,434.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $562.00 |
| **Subtotal:** | | | $2,996.00 |
| **Total cost of maintenance** | | | $27,335.49 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 33,075.76 |
| Assessment Net Change | | | $ 18.26 |
| Estimated fund balance as of June 30, 2022 | | | $69,299.85 |
| Estimated fund balance as of June 30, 2023 | | | $75,040.12 |

# CITY OF LIVERMORE

**District Name: Kristopher**
**Ranch Number: 827**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**231,815 SF comprised of**
**324.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $43,521.00 |
| Contractor Services | | | $19,343.76 |
| Irrigation Water | | | $16,161.34 |
| Maintenance Materials | | | $3,318.00 |
| Equipment Maintenance & Operations | | | $1,874.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 462.40 |
| Phone Costs | | | $259.77 |
| **Subtotal:** | | | $84,940.26 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $8,494.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $2,109.00 |
| **Subtotal:** | | | $10,603.00 |
| **Total cost of maintenance** | | | $95,543.26 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 124,040.16 |
| Assessment Net Change | | | $ 37.43 |
| Estimated fund balance as of June 30, 2022 | | | $475,991.49 |
| Estimated fund balance as of June 30, 2023 | | | $504,488.39 |

# CITY OF LIVERMORE

**District Name: Scenic**
**Meadows Number: 828**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,474 SF comprised of 44.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,386.00 |
| Contractor Services | | | $1,377.24 |
| Irrigation Water | | | $1,359.29 |
| Maintenance Materials | | | $98.00 |
| Equipment Maintenance & Operations | | | $60.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $4,280.53 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $428.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $81.00 |
| **Subtotal:** | | | $509.00 |
| **Total cost of maintenance** | | | $4,789.53 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 4,770.48 |
| Assessment Net Change | | | $ 25.41 |
| Estimated fund balance as of June 30, 2022 | | | $23,417.89 |
| Estimated fund balance as of June 30, 2023 | | | $23,398.84 |

# CITY OF LIVERMORE

**District Name: Larry's**
**Place Number: 829**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**8,275 SF comprised of 4.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $652.00 |
| Contractor Services | | | $2,340.00 |
| Irrigation Water | | | $1,532.77 |
| Maintenance Materials | | | $393.00 |
| Equipment Maintenance & Operations | | | $28.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $129.84 |
| **Subtotal:** | | | $5,075.61 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $508.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $134.00 |
| **Subtotal:** | | | $642.00 |
| **Total cost of maintenance** | | | $5,717.61 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 7,877.84 |
| Assessment Net Change | | | $ 949.46 |
| Estimated fund balance as of June 30, 2022 | | | $28,472.27 |
| Estimated fund balance as of June 30, 2023 | | | $30,632.50 |

# CITY OF LIVERMORE

**District Name: Vinsanto**
**Number: 830**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**176,050 SF comprised of**
**243.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $23,880.00 |
| Contractor Services | | | $2,500.00 |
| Irrigation Water | | | $17,455.36 |
| Maintenance Materials | | | $2,218.46 |
| Equipment Maintenance & Operations | | | $1,027.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 743.26 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $47,824.08 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $4,782.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,049.00 |
| **Subtotal:** | | | $5,831.00 |
| **Total cost of maintenance** | | | $53,655.08 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 61,731.72 |
| Assessment Net Change | | | $ (6.36) |
| Estimated fund balance as of June 30, 2022 | | | $173,357.30 |
| Estimated fund balance as of June 30, 2023 | | | $181,433.94 |

# CITY OF LIVERMORE

**District Name: Sevillano**
**Number: 831**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**78,710 SF comprised of**
**50.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $23,309.00 |
| Contractor Services | | | $14,869.92 |
| Irrigation Water | | | $14,927.81 |
| Maintenance Materials | | | $1,567.00 |
| Equipment Maintenance & Operations | | | $1,004.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 575.06 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $56,252.78 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $5,625.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $884.00 |
| **Subtotal:** | | | $6,509.00 |
| **Total cost of maintenance** | | | $62,761.78 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 51,974.50 |
| Assessment Net Change | | | $ 35.57 |
| Estimated fund balance as of June 30, 2022 | | | $38,968.82 |
| Estimated fund balance as of June 30, 2023 | | | $28,181.54 |

# CITY OF LIVERMORE

**District Name: California**
**Nugget II Number: 832**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**10,053 SF comprised of 7.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,793.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $145.00 |
| Equipment Maintenance & Operations | | | $77.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,015.00 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $202.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $79.00 |
| **Subtotal:** | | | $281.00 |
| **Total cost of maintenance** | | | $2,296.00 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 4,628.96 |
| Assessment Net Change | | | $ 22.63 |
| Estimated fund balance as of June 30, 2022 | | | $34,440.42 |
| Estimated fund balance as of June 30, 2023 | | | $36,773.38 |

# CITY OF LIVERMORE

**District Name: Creekside**
**Number: 833**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**14,874 SF comprised of**
**112.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $13,692.00 |
| Contractor Services | | | $4,069.32 |
| Irrigation Water | | | $4,148.22 |
| Maintenance Materials | | | $573.00 |
| Equipment Maintenance & Operations | | | $589.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 236.70 |
| Phone Costs | | | $129.88 |
| **Subtotal:** | | | $23,438.13 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,344.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $529.00 |
| **Subtotal:** | | | $2,873.00 |
| **Total cost of maintenance** | | | $26,311.13 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 31,133.76 |
| Assessment Net Change | | | $ (4.89) |
| Estimated fund balance as of June 30, 2022 | | | $74,256.20 |
| Estimated fund balance as of June 30, 2023 | | | $79,078.83 |

# CITY OF LIVERMORE

**District Name: Ashford**
**Renaissance Number: 835**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**13,100 SF comprised of**
**13.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,031.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,361.79 |
| Maintenance Materials | | | $551.00 |
| Equipment Maintenance & Operations | | | $260.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 123.45 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $8,327.24 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $833.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $246.00 |
| **Subtotal:** | | | $1,079.00 |
| **Total cost of maintenance** | | | $9,406.24 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 14,452.23 |
| Assessment Net Change | | | $ (52.58) |
| Estimated fund balance as of June 30, 2022 | | | $46,652.68 |
| Estimated fund balance as of June 30, 2023 | | | $51,698.67 |

# CITY OF LIVERMORE

**District Name: Legacy**
**Number: 836**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**13,700 SF comprised of 6.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $978.00 |
| Contractor Services | | | $2,147.52 |
| Irrigation Water | | | $1,445.30 |
| Maintenance Materials | | | $119.00 |
| Equipment Maintenance & Operations | | | $42.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 116.88 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $4,848.70 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $485.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $159.00 |
| **Subtotal:** | | | $644.00 |
| **Total cost of maintenance** | | | $5,492.70 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 9,344.70 |
| Assessment Net Change | | | $ 127.45 |
| Estimated fund balance as of June 30, 2022 | | | $20,568.14 |
| Estimated fund balance as of June 30, 2023 | | | $24,420.14 |

# CITY OF LIVERMORE

**District Name: Los Olivos**
**Number: 837**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**457,702 SF comprised of**
**177.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $77,425.00 |
| Contractor Services | | | $8,194.68 |
| Irrigation Water | | | $77,245.18 |
| Maintenance Materials | | | $4,692.00 |
| Equipment Maintenance & Operations | | | $3,333.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 1,013.13 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $171,902.99 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $17,190.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $3,350.00 |
| **Subtotal:** | | | $20,540.00 |
| **Total cost of maintenance** | | | $192,442.99 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 197,085.96 |
| Assessment Net Change | | | $ 38.10 |
| Estimated fund balance as of June 30, 2022 | | | $(9,536.68) |
| Estimated fund balance as of June 30, 2023 | | | $(4,893.71) |

# CITY OF LIVERMORE

**District Name: Ponderosa**
**- Legacy Number: 838**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**150,357 SF comprised of**
**82.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $9,780.00 |
| Contractor Services | | | $20,981.28 |
| Irrigation Water | | | $21,040.57 |
| Maintenance Materials | | | $933.00 |
| Equipment Maintenance & Operations | | | $421.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 401.26 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $53,557.10 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $5,356.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,487.00 |
| **Subtotal:** | | | $6,843.00 |
| **Total cost of maintenance** | | | $60,400.10 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 87,491.54 |
| Assessment Net Change | | | $ (144.99) |
| Estimated fund balance as of June 30, 2022 | | | $237,366.13 |
| Estimated fund balance as of June 30, 2023 | | | $264,457.57 |

# CITY OF LIVERMORE

**District Name: Reserves**
**Number: 839**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**6,623 SF comprised of 50.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,439.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $330.00 |
| Equipment Maintenance & Operations | | | $277.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $129.88 |
| **Subtotal:** | | | $7,175.88 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $718.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $229.00 |
| **Subtotal:** | | | $947.00 |
| **Total cost of maintenance** | | | $8,122.88 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 13,455.50 |
| Assessment Net Change | | | $ 9.21 |
| Estimated fund balance as of June 30, 2022 | | | $47,996.43 |
| Estimated fund balance as of June 30, 2023 | | | $53,329.05 |

# CITY OF LIVERMORE

**District Name: Birchwood**
**Number: 840**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**57,675 SF comprised of**
**66.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,712.00 |
| Contractor Services | | | $2,674.68 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $696.00 |
| Equipment Maintenance & Operations | | | $74.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $5,156.68 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $516.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $216.00 |
| **Subtotal:** | | | $732.00 |
| **Total cost of maintenance** | | | $5,888.68 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 12,689.16 |
| Assessment Net Change | | | $ (7.27) |
| Estimated fund balance as of June 30, 2022 | | | $91,271.82 |
| Estimated fund balance as of June 30, 2023 | | | $98,072.30 |

# CITY OF LIVERMORE

**District Name: Vineyard**
**Gates I Number: 841**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**149,839 SF comprised of**
**69.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $22,413.00 |
| Contractor Services | | | $14,167.56 |
| Irrigation Water | | | $12,898.76 |
| Maintenance Materials | | | $1,784.00 |
| Equipment Maintenance & Operations | | | $965.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 863.11 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $53,091.43 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $5,309.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,139.00 |
| **Subtotal:** | | | $6,448.00 |
| **Total cost of maintenance** | | | $59,539.43 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 67,002.45 |
| Assessment Net Change | | | $ 33.23 |
| Estimated fund balance as of June 30, 2022 | | | $1,279.22 |
| Estimated fund balance as of June 30, 2023 | | | $8,742.24 |

# CITY OF LIVERMORE

**District Name: Lennox**
**Number: 842**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**11,960 SF comprised of 6.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,608.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,597.05 |
| Maintenance Materials | | | $238.00 |
| Equipment Maintenance & Operations | | | $112.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 120.38 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $4,675.43 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $468.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $89.00 |
| **Subtotal:** | | | $557.00 |
| **Total cost of maintenance** | | | $5,232.43 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 5,229.42 |
| Assessment Net Change | | | $ 30.40 |
| Estimated fund balance as of June 30, 2022 | | | $32,375.07 |
| Estimated fund balance as of June 30, 2023 | | | $32,372.06 |

# CITY OF LIVERMORE

**District Name: Parkside**
**Tiffany Collection**
**Number: 843**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**11,722 SF comprised of 8.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $5,950.00 |
| Contractor Services | | | $3,161.40 |
| Irrigation Water | | | $1,816.45 |
| Maintenance Materials | | | $358.00 |
| Equipment Maintenance & Operations | | | $256.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 115.66 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $11,657.51 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,166.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $281.00 |
| **Subtotal:** | | | $1,447.00 |
| **Total cost of maintenance** | | | $13,104.51 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 16,540.88 |
| Assessment Net Change | | | $ 412.61 |
| Estimated fund balance as of June 30, 2022 | | | $32,434.40 |
| Estimated fund balance as of June 30, 2023 | | | $35,870.77 |

# CITY OF LIVERMORE

**District Name: The Greens, Tournament**
**Number: 805**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**4,853 SF comprised of 7.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,549.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,253.01 |
| Maintenance Materials | | | $154.00 |
| Equipment Maintenance & Operations | | | $67.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 125.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,148.00 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $315.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $60.00 |
| **Subtotal:** | | | $375.00 |
| **Total cost of maintenance** | | | $3,523.00 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 3,532.97 |
| Assessment Net Change | | | $ (85.21) |
| Estimated fund balance as of June 30, 2022 | | | $19,081.99 |
| Estimated fund balance as of June 30, 2023 | | | $19,091.96 |

# CITY OF LIVERMORE

**District Name: Vintage**
**Collection Number: 813**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**11,294 SF comprised of**
**10.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,238.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,837.25 |
| Maintenance Materials | | | $287.00 |
| Equipment Maintenance & Operations | | | $183.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $153.30 |
| **Subtotal:** | | | $6,698.55 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $670.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $190.00 |
| **Subtotal:** | | | $860.00 |
| **Total cost of maintenance** | | | $7,558.55 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 11,183.20 |
| Assessment Net Change | | | $ (14.11) |
| Estimated fund balance as of June 30, 2022 | | | $29,600.76 |
| Estimated fund balance as of June 30, 2023 | | | $33,225.41 |

# CITY OF LIVERMORE

**District Name: Mt. Day**
**Number: 801**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,492 SF comprised of 6.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $652.00 |
| Contractor Services | | | $1,607.40 |
| Irrigation Water | | | $695.46 |
| Maintenance Materials | | | $123.00 |
| Equipment Maintenance & Operations | | | $28.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,105.86 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $311.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $60.00 |
| **Subtotal:** | | | $371.00 |
| **Total cost of maintenance** | | | $3,476.86 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 3,513.00 |
| Assessment Net Change | | | $ 19.85 |
| Estimated fund balance as of June 30, 2022 | | | $2,194.50 |
| Estimated fund balance as of June 30, 2023 | | | $2,230.64 |

# CITY OF LIVERMORE

**District Name:**
**Lomitas/Ryan Number:**
**802**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**7,986 SF comprised of 29.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,793.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,006.32 |
| Maintenance Materials | | | $185.00 |
| Equipment Maintenance & Operations | | | $77.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 116.91 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,178.23 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $318.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $62.00 |
| **Subtotal:** | | | $380.00 |
| **Total cost of maintenance** | | | $3,558.23 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 3,670.53 |
| Assessment Net Change | | | $ 4.29 |
| Estimated fund balance as of June 30, 2022 | | | $(2,176.21) |
| Estimated fund balance as of June 30, 2023 | | | $(2,063.91) |

# CITY OF LIVERMORE

**District Name: Ridgecrest**
**Number: 803**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**30,547 SF comprised of**
**39.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $15,404.00 |
| Contractor Services | | | $6,260.64 |
| Irrigation Water | | | $11,732.03 |
| Maintenance Materials | | | $796.00 |
| Equipment Maintenance & Operations | | | $663.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 315.06 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $35,170.73 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $3,517.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $603.00 |
| **Subtotal:** | | | $4,120.00 |
| **Total cost of maintenance** | | | $39,290.73 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 35,485.32 |
| Assessment Net Change | | | $ 30.84 |
| Estimated fund balance as of June 30, 2022 | | | $43,437.92 |
| Estimated fund balance as of June 30, 2023 | | | $39,632.51 |

# CITY OF LIVERMORE

**District Name: Sonterra**
**Number: 804**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**19,559 SF comprised of**
**35.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,097.00 |
| Contractor Services | | | $2,353.20 |
| Irrigation Water | | | $3,142.92 |
| Maintenance Materials | | | $470.00 |
| Equipment Maintenance & Operations | | | $134.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 153.24 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $9,350.36 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $935.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $276.00 |
| **Subtotal:** | | | $1,211.00 |
| **Total cost of maintenance** | | | $10,561.36 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 16,259.95 |
| Assessment Net Change | | | $ (1.04) |
| Estimated fund balance as of June 30, 2022 | | | $54,634.80 |
| Estimated fund balance as of June 30, 2023 | | | $60,333.39 |

# CITY OF LIVERMORE

**District Name:**
**Saddleback Number: 806**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**41,941 SF comprised of**
**78.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $11,410.00 |
| Contractor Services | | | $2,820.00 |
| Irrigation Water | | | $5,391.89 |
| Maintenance Materials | | | $842.00 |
| Equipment Maintenance & Operations | | | $491.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 371.33 |
| Phone Costs | | | $335.31 |
| **Subtotal:** | | | $21,661.53 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,166.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $630.00 |
| **Subtotal:** | | | $2,796.00 |
| **Total cost of maintenance** | | | $24,457.53 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 37,050.00 |
| Assessment Net Change | | | $ 16.10 |
| Estimated fund balance as of June 30, 2022 | | | $91,196.62 |
| Estimated fund balance as of June 30, 2023 | | | $103,789.09 |

# CITY OF LIVERMORE

**District Name: Altamar**
**Number: 807**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**27,093 SF comprised of**
**55.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,075.00 |
| Contractor Services | | | $3,600.60 |
| Irrigation Water | | | $3,745.81 |
| Maintenance Materials | | | $311.00 |
| Equipment Maintenance & Operations | | | $175.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 189.36 |
| Phone Costs | | | $394.49 |
| **Subtotal:** | | | $12,491.25 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,249.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $390.00 |
| **Subtotal:** | | | $1,639.00 |
| **Total cost of maintenance** | | | $14,130.25 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 22,917.40 |
| Assessment Net Change | | | $ (17.62) |
| Estimated fund balance as of June 30, 2022 | | | $71,202.72 |
| Estimated fund balance as of June 30, 2023 | | | $79,989.87 |

# CITY OF LIVERMORE

**District Name: Meadows**
**Number: 808**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**12,255 SF comprised of**
**21.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,364.00 |
| Contractor Services | | | $2,086.20 |
| Irrigation Water | | | $779.74 |
| Maintenance Materials | | | $279.00 |
| Equipment Maintenance & Operations | | | $102.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 306.49 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $5,917.43 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $592.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $182.00 |
| **Subtotal:** | | | $774.00 |
| **Total cost of maintenance** | | | $6,691.43 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 10,711.05 |
| Assessment Net Change | | | $ 43.08 |
| Estimated fund balance as of June 30, 2022 | | | $47,235.18 |
| Estimated fund balance as of June 30, 2023 | | | $51,254.80 |

# CITY OF LIVERMORE

**District Name: Capistrano**
**Number: 809**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,038 SF comprised of 38.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,386.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $530.87 |
| Maintenance Materials | | | $148.00 |
| Equipment Maintenance & Operations | | | $60.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,124.87 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $212.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $40.00 |
| **Subtotal:** | | | $252.00 |
| **Total cost of maintenance** | | | $2,376.87 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 2,381.84 |
| Assessment Net Change | | | $ (7.21) |
| Estimated fund balance as of June 30, 2022 | | | $30,604.98 |
| Estimated fund balance as of June 30, 2023 | | | $30,609.95 |

# CITY OF LIVERMORE

**District Name: Bluffs**
**Number: 815**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**37,731 SF comprised of**
**51.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $17,360.00 |
| Contractor Services | | | $8,176.92 |
| Irrigation Water | | | $4,271.42 |
| Maintenance Materials | | | $874.00 |
| Equipment Maintenance & Operations | | | $747.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 163.20 |
| Phone Costs | | | $134.80 |
| **Subtotal:** | | | $31,727.34 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $3,173.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $503.00 |
| **Subtotal:** | | | $3,676.00 |
| **Total cost of maintenance** | | | $35,403.34 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 29,596.83 |
| Assessment Net Change | | | $ 19.86 |
| Estimated fund balance as of June 30, 2022 | | | $68,871.56 |
| Estimated fund balance as of June 30, 2023 | | | $63,065.05 |

# CITY OF LIVERMORE

**District Name:**
**Lomitas/Evans Number:**
**817**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**7,002 SF comprised of 8.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,119.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $909.29 |
| Maintenance Materials | | | $190.00 |
| Equipment Maintenance & Operations | | | $91.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 153.24 |
| Phone Costs | | | $129.88 |
| **Subtotal:** | | | $3,592.41 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $359.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $131.00 |
| **Subtotal:** | | | $490.00 |
| **Total cost of maintenance** | | | $4,082.41 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 7,728.88 |
| Assessment Net Change | | | $ 127.11 |
| Estimated fund balance as of June 30, 2022 | | | $42,420.45 |
| Estimated fund balance as of June 30, 2023 | | | $46,066.92 |

# CITY OF LIVERMORE

**District Name: Walmart**
**Number: 1993-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**34,500 SF comprised of**
**44.69 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $0.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $90.00 |
| Equipment Maintenance & Operations | | | $0.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $90.00 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $9.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $31.00 |
| **Subtotal:** | | | $40.00 |
| **Total cost of maintenance** | | | $130.00 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 1,804.58 |
| Assessment Net Change | | | $ (2.47) |
| Estimated fund balance as of June 30, 2022 | | | $45,208.19 |
| Estimated fund balance as of June 30, 2023 | | | $46,882.77 |

# CITY OF LIVERMORE

**District Name: Portola**
**Meadows Number: 1994-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**26,660 SF comprised of**
**132.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $11,492.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $5,986.88 |
| Maintenance Materials | | | $1,034.00 |
| Equipment Maintenance & Operations | | | $495.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 721.84 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $19,729.72 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,973.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $555.00 |
| **Subtotal:** | | | $2,528.00 |
| **Total cost of maintenance** | | | $22,257.72 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 32,634.36 |
| Assessment Net Change | | | $ (30.12) |
| Estimated fund balance as of June 30, 2022 | | | $74,936.87 |
| Estimated fund balance as of June 30, 2023 | | | $85,313.52 |

# CITY OF LIVERMORE

**District Name: California Promenade I Number: 1994-3**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**55,836 SF comprised of 152.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $23,798.00 |
| Contractor Services | | | $7,293.60 |
| Irrigation Water | | | $3,288.55 |
| Maintenance Materials | | | $1,189.00 |
| Equipment Maintenance & Operations | | | $1,025.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $36,594.15 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $3,659.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $912.00 |
| **Subtotal:** | | | $4,571.00 |
| **Total cost of maintenance** | | | $41,165.15 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 53,625.60 |
| Assessment Net Change | | | $ (27.88) |
| Estimated fund balance as of June 30, 2022 | | | $123,111.87 |
| Estimated fund balance as of June 30, 2023 | | | $135,572.33 |

# CITY OF LIVERMORE

**District Name: Windmill**
**Springs Number: 1994-4**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**16,250 SF comprised of**
**113.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $5,868.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $2,120.05 |
| Maintenance Materials | | | $391.00 |
| Equipment Maintenance & Operations | | | $252.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 93.02 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $8,724.07 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $872.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $297.00 |
| **Subtotal:** | | | $1,169.00 |
| **Total cost of maintenance** | | | $9,893.07 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 17,475.45 |
| Assessment Net Change | | | $ (10.37) |
| Estimated fund balance as of June 30, 2022 | | | $50,475.92 |
| Estimated fund balance as of June 30, 2023 | | | $58,058.30 |

# CITY OF LIVERMORE

**District Name: Orchard**
**Business Park Number:**
**1995-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**148,200 SF comprised of**
**185.60 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $10,432.00 |
| Contractor Services | | | $1,000.00 |
| Irrigation Water | | | $3,295.11 |
| Maintenance Materials | | | $2,292.00 |
| Equipment Maintenance & Operations | | | $449.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $17,468.11 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,747.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $682.00 |
| **Subtotal:** | | | $2,429.00 |
| **Total cost of maintenance** | | | $19,897.11 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 40,143.64 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $64,355.35 |
| Estimated fund balance as of June 30, 2023 | | | $84,601.88 |

# CITY OF LIVERMORE

**District Name: Jack**
**London Place Number:**
**1995-3**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**8,680 SF comprised of 21.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,119.00 |
| Contractor Services | | | $1,684.92 |
| Irrigation Water | | | $1,893.15 |
| Maintenance Materials | | | $300.00 |
| Equipment Maintenance & Operations | | | $91.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $6,088.07 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $609.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $46.00 |
| **Subtotal:** | | | $655.00 |
| **Total cost of maintenance** | | | $6,743.07 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 2,677.50 |
| Assessment Net Change | | | $ 4.36 |
| Estimated fund balance as of June 30, 2022 | | | $(25,587.85) |
| Estimated fund balance as of June 30, 2023 | | | $(29,653.42) |

# CITY OF LIVERMORE

**District Name: Alden**
**Estates Number: 1995-6**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**20,361 SF comprised of**
**20.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $815.00 |
| Contractor Services | | | $1,500.00 |
| Irrigation Water | | | $4,486.16 |
| Maintenance Materials | | | $239.00 |
| Equipment Maintenance & Operations | | | $35.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $7,075.16 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $708.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $205.00 |
| **Subtotal:** | | | $913.00 |
| **Total cost of maintenance** | | | $7,988.16 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 12,046.40 |
| Assessment Net Change | | | $ 20.41 |
| Estimated fund balance as of June 30, 2022 | | | $36,334.79 |
| Estimated fund balance as of June 30, 2023 | | | $40,393.03 |

# CITY OF LIVERMORE

**District Name: California**
**Nugget I Number: 1994-6**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**15,797 SF comprised of**
**11.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,016.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $3,147.64 |
| Maintenance Materials | | | $283.00 |
| Equipment Maintenance & Operations | | | $129.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $6,575.64 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $658.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $154.00 |
| **Subtotal:** | | | $812.00 |
| **Total cost of maintenance** | | | $7,387.64 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 9,030.56 |
| Assessment Net Change | | | $ 27.83 |
| Estimated fund balance as of June 30, 2022 | | | $15,979.84 |
| Estimated fund balance as of June 30, 2023 | | | $17,622.76 |

# CITY OF LIVERMORE

**District Name: Rincon**
**Estates Number: 1994-7**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,893 SF comprised of 42.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,223.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $939.80 |
| Maintenance Materials | | | $143.00 |
| Equipment Maintenance & Operations | | | $52.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,357.80 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $236.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $45.00 |
| **Subtotal:** | | | $281.00 |
| **Total cost of maintenance** | | | $2,638.80 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 2,644.74 |
| Assessment Net Change | | | $ (7.91) |
| Estimated fund balance as of June 30, 2022 | | | $19,457.10 |
| Estimated fund balance as of June 30, 2023 | | | $19,463.04 |

# CITY OF LIVERMORE

**District Name: Hallmark**
**Collection Number: 1994-8**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,893 SF comprised of 17.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $978.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $535.86 |
| Maintenance Materials | | | $134.00 |
| Equipment Maintenance & Operations | | | $42.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 105.09 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $1,794.95 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $179.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $41.00 |
| **Subtotal:** | | | $220.00 |
| **Total cost of maintenance** | | | $2,014.95 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 2,424.37 |
| Assessment Net Change | | | $ (10.76) |
| Estimated fund balance as of June 30, 2022 | | | $11,362.78 |
| Estimated fund balance as of June 30, 2023 | | | $11,772.20 |

# CITY OF LIVERMORE

**District Name: Airport**
**Business # 1 Number:**
**1995-4**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**76,842 SF comprised of**
**33.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $897.00 |
| Contractor Services | | | $8,300.00 |
| Irrigation Water | | | $7,852.60 |
| Maintenance Materials | | | $407.00 |
| Equipment Maintenance & Operations | | | $38.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $17,494.60 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,749.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $516.00 |
| **Subtotal:** | | | $2,265.00 |
| **Total cost of maintenance** | | | $19,759.60 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 30,327.00 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $56,573.58 |
| Estimated fund balance as of June 30, 2023 | | | $67,140.98 |

# CITY OF LIVERMORE

**District Name: Scenic**
**Links Number: 1995-7**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**9,680 SF comprised of 51.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $652.00 |
| Contractor Services | | | $1,200.00 |
| Irrigation Water | | | $1,709.38 |
| Maintenance Materials | | | $153.00 |
| Equipment Maintenance & Operations | | | $28.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,742.38 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $374.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $119.00 |
| **Subtotal:** | | | $493.00 |
| **Total cost of maintenance** | | | $4,235.38 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 7,002.30 |
| Assessment Net Change | | | $ (16.22) |
| Estimated fund balance as of June 30, 2022 | | | $24,925.26 |
| Estimated fund balance as of June 30, 2023 | | | $27,692.18 |

# CITY OF LIVERMORE

**District Name: Portola**
**Collection Number: 1996-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**5,740 SF comprised of 29.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,423.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,600.89 |
| Maintenance Materials | | | $227.00 |
| Equipment Maintenance & Operations | | | $148.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $5,398.89 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $540.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $171.00 |
| **Subtotal:** | | | $711.00 |
| **Total cost of maintenance** | | | $6,109.89 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 10,057.20 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $21,212.86 |
| Estimated fund balance as of June 30, 2023 | | | $25,160.18 |

# CITY OF LIVERMORE

**District Name: Altamont**
**#1 Number: 1996-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**56,192 SF comprised of**
**54.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,668.00 |
| Contractor Services | | | $1,893.00 |
| Irrigation Water | | | $6,037.14 |
| Maintenance Materials | | | $559.00 |
| Equipment Maintenance & Operations | | | $158.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $12,315.14 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,232.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $292.00 |
| **Subtotal:** | | | $1,524.00 |
| **Total cost of maintenance** | | | $13,839.14 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 17,181.18 |
| Assessment Net Change | | | $ 44.04 |
| Estimated fund balance as of June 30, 2022 | | | $88,901.68 |
| Estimated fund balance as of June 30, 2023 | | | $92,243.72 |

# CITY OF LIVERMORE

**District Name: Beck - Concannon Blvd/Murdell**
**Lane Number: 1996-3**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**29,532 SF comprised of 39.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $7,091.00 |
| Contractor Services | | | $200.00 |
| Irrigation Water | | | $7,494.07 |
| Maintenance Materials | | | $513.00 |
| Equipment Maintenance & Operations | | | $305.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $15,603.07 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,560.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $453.00 |
| **Subtotal:** | | | $2,013.00 |
| **Total cost of maintenance** | | | $17,616.07 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 26,629.59 |
| Assessment Net Change | | | $ 23.14 |
| Estimated fund balance as of June 30, 2022 | | | $81,634.91 |
| Estimated fund balance as of June 30, 2023 | | | $90,648.43 |

# CITY OF LIVERMORE

**District Name: Sterling**
**Reserve 1 Number: 1996-5**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**9,930 SF comprised of 30.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $3,586.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $257.00 |
| Equipment Maintenance & Operations | | | $155.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $26.96 |
| **Subtotal:** | | | $4,024.96 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $402.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $156.00 |
| **Subtotal:** | | | $558.00 |
| **Total cost of maintenance** | | | $4,582.96 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 9,198.30 |
| Assessment Net Change | | | $ (19.24) |
| Estimated fund balance as of June 30, 2022 | | | $48,904.41 |
| Estimated fund balance as of June 30, 2023 | | | $53,519.75 |

# CITY OF LIVERMORE

**District Name: Devon**
**Place T-6801 Number:**
**1996-7**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**12,420 SF comprised of 9.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,157.00 |
| Contractor Services | | | $1,500.00 |
| Irrigation Water | | | $3,111.37 |
| Maintenance Materials | | | $298.00 |
| Equipment Maintenance & Operations | | | $179.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $9,245.37 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $925.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $192.00 |
| **Subtotal:** | | | $1,117.00 |
| **Total cost of maintenance** | | | $10,362.37 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 11,273.58 |
| Assessment Net Change | | | $ 94.62 |
| Estimated fund balance as of June 30, 2022 | | | $4,278.45 |
| Estimated fund balance as of June 30, 2023 | | | $5,189.66 |

# CITY OF LIVERMORE

**District Name: California Mountain View - 1**
**Number: 1997-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**4,320 SF comprised of 83.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,364.00 |
| Contractor Services | | | $300.00 |
| Irrigation Water | | | $3,762.37 |
| Maintenance Materials | | | $184.00 |
| Equipment Maintenance & Operations | | | $102.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 302.58 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $7,014.94 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $701.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $156.00 |
| **Subtotal:** | | | $857.00 |
| **Total cost of maintenance** | | | $7,871.94 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 9,192.25 |
| Assessment Net Change | | | $ (0.62) |
| Estimated fund balance as of June 30, 2022 | | | $14,468.50 |
| Estimated fund balance as of June 30, 2023 | | | $15,788.81 |

# CITY OF LIVERMORE

**District Name: California Mountain View - 2 Number: 1997-3**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**1,145 SF comprised of 60.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,060.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $1,269.20 |
| Maintenance Materials | | | $138.00 |
| Equipment Maintenance & Operations | | | $46.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 97.77 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,610.98 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $261.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $91.00 |
| **Subtotal:** | | | $352.00 |
| **Total cost of maintenance** | | | $2,962.98 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 5,373.60 |
| Assessment Net Change | | | $ (3.78) |
| Estimated fund balance as of June 30, 2022 | | | $15,988.69 |
| Estimated fund balance as of June 30, 2023 | | | $18,399.31 |

# CITY OF LIVERMORE

**District Name: Dover**
**Number: 1997-5**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**13,680 SF comprised of**
**44.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,928.00 |
| Contractor Services | | | $2,993.28 |
| Irrigation Water | | | $3,684.45 |
| Maintenance Materials | | | $507.00 |
| Equipment Maintenance & Operations | | | $298.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $14,410.73 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,441.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $332.00 |
| **Subtotal:** | | | $1,773.00 |
| **Total cost of maintenance** | | | $16,183.73 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 19,510.04 |
| Assessment Net Change | | | $ (23.06) |
| Estimated fund balance as of June 30, 2022 | | | $48,840.04 |
| Estimated fund balance as of June 30, 2023 | | | $52,166.35 |

# CITY OF LIVERMORE

**District Name: Sterling**
**Reserve 2 Number: 1996-6**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**3,860 SF comprised of 10.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,467.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $152.00 |
| Equipment Maintenance & Operations | | | $63.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $107.84 |
| **Subtotal:** | | | $1,789.84 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $179.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $59.00 |
| **Subtotal:** | | | $238.00 |
| **Total cost of maintenance** | | | $2,027.84 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 3,495.90 |
| Assessment Net Change | | | $ 11.85 |
| Estimated fund balance as of June 30, 2022 | | | $17,081.65 |
| Estimated fund balance as of June 30, 2023 | | | $18,549.72 |

# CITY OF LIVERMORE

**District Name: Maralisa I**
**Number: 1996-8**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**9,499 SF comprised of 61.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,765.00 |
| Contractor Services | | | $5,976.60 |
| Irrigation Water | | | $2,446.57 |
| Maintenance Materials | | | $366.00 |
| Equipment Maintenance & Operations | | | $292.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 151.70 |
| Phone Costs | | | $88.00 |
| **Subtotal:** | | | $16,085.87 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,609.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $327.00 |
| **Subtotal:** | | | $1,936.00 |
| **Total cost of maintenance** | | | $18,021.87 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 19,207.07 |
| Assessment Net Change | | | $ 10.67 |
| Estimated fund balance as of June 30, 2022 | | | $50,016.10 |
| Estimated fund balance as of June 30, 2023 | | | $51,201.30 |

# CITY OF LIVERMORE

**District Name: California**
**Ranch Number: 1996-9**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**24,600 SF comprised of**
**90.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $8,150.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $4,630.89 |
| Maintenance Materials | | | $477.00 |
| Equipment Maintenance & Operations | | | $351.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 302.58 |
| Phone Costs | | | $94.94 |
| **Subtotal:** | | | $14,006.40 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,401.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $220.00 |
| **Subtotal:** | | | $1,621.00 |
| **Total cost of maintenance** | | | $15,627.40 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 12,932.10 |
| Assessment Net Change | | | $ 4.87 |
| Estimated fund balance as of June 30, 2022 | | | $(16,453.19) |
| Estimated fund balance as of June 30, 2023 | | | $(19,148.49) |

# CITY OF LIVERMORE

**District Name: National**
**Drive Number: 1997-4**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**12,200 SF comprised of**
**169.90 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,890.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $3,468.69 |
| Maintenance Materials | | | $420.00 |
| Equipment Maintenance & Operations | | | $211.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $8,989.69 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $899.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $204.00 |
| **Subtotal:** | | | $1,103.00 |
| **Total cost of maintenance** | | | $10,092.69 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 12,004.85 |
| Assessment Net Change | | | $ (8.58) |
| Estimated fund balance as of June 30, 2022 | | | $44,354.92 |
| Estimated fund balance as of June 30, 2023 | | | $46,267.08 |

# CITY OF LIVERMORE

**District Name:**
**Contractor's Place T-7090**
**Number: 810**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**16,915 SF comprised of**
**17.78 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,520.00 |
| Contractor Services | | | $1,500.00 |
| Irrigation Water | | | $1,179.06 |
| Maintenance Materials | | | $377.00 |
| Equipment Maintenance & Operations | | | $281.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $128.97 |
| **Subtotal:** | | | $9,986.03 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $999.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $219.00 |
| **Subtotal:** | | | $1,218.00 |
| **Total cost of maintenance** | | | $11,204.03 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 12,903.11 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $55,662.10 |
| Estimated fund balance as of June 30, 2023 | | | $57,361.18 |

# CITY OF LIVERMORE

**District Name: Altamont**
**#2 Number: 811**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**48,375 SF comprised of**
**69.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,890.00 |
| Contractor Services | | | $14,816.67 |
| Irrigation Water | | | $7,917.17 |
| Maintenance Materials | | | $839.76 |
| Equipment Maintenance & Operations | | | $211.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 153.24 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $28,827.84 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,883.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $678.00 |
| **Subtotal:** | | | $3,561.00 |
| **Total cost of maintenance** | | | $32,388.84 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 39,887.52 |
| Assessment Net Change | | | $ 23.40 |
| Estimated fund balance as of June 30, 2022 | | | $77,506.00 |
| Estimated fund balance as of June 30, 2023 | | | $85,004.68 |

# CITY OF LIVERMORE

**District Name: Maralisa II**
**Number: 814**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**37,994 SF comprised of**
**251.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $25,102.00 |
| Contractor Services | | | $6,565.68 |
| Irrigation Water | | | $9,786.41 |
| Maintenance Materials | | | $1,251.00 |
| Equipment Maintenance & Operations | | | $1,081.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 606.70 |
| Phone Costs | | | $425.93 |
| **Subtotal:** | | | $44,818.72 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $4,482.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $896.00 |
| **Subtotal:** | | | $5,378.00 |
| **Total cost of maintenance** | | | $50,196.72 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 52,702.47 |
| Assessment Net Change | | | $ 7.12 |
| Estimated fund balance as of June 30, 2022 | | | $87,800.26 |
| Estimated fund balance as of June 30, 2023 | | | $90,306.01 |

# CITY OF LIVERMORE

**District Name: Scenic**
**Arroyo Estates Number:**
**1992-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**27,000 SF comprised of**
**86.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,602.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $5,182.26 |
| Maintenance Materials | | | $476.00 |
| Equipment Maintenance & Operations | | | $284.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 388.21 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $12,932.46 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,293.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $326.00 |
| **Subtotal:** | | | $1,619.00 |
| **Total cost of maintenance** | | | $14,551.46 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 19,195.20 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $37,991.62 |
| Estimated fund balance as of June 30, 2023 | | | $42,635.36 |

# CITY OF LIVERMORE

**District Name: Monticello**
**Number: 1990-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**45,476 SF comprised of**
**94.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $14,670.00 |
| Contractor Services | | | $5,610.24 |
| Irrigation Water | | | $14,120.98 |
| Maintenance Materials | | | $864.00 |
| Equipment Maintenance & Operations | | | $632.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $35,897.22 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $3,590.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $813.00 |
| **Subtotal:** | | | $4,403.00 |
| **Total cost of maintenance** | | | $40,300.22 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 47,824.38 |
| Assessment Net Change | | | $ 17.24 |
| Estimated fund balance as of June 30, 2022 | | | $20,015.25 |
| Estimated fund balance as of June 30, 2023 | | | $27,539.41 |

# CITY OF LIVERMORE

**District Name: Portola**
**Glen Number: 1992-0**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**125,000 SF comprised of**
**147.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $47,189.00 |
| Contractor Services | | | $29,727.00 |
| Irrigation Water | | | $25,030.56 |
| Maintenance Materials | | | $2,195.00 |
| Equipment Maintenance & Operations | | | $2,032.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $106,173.56 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $10,617.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $2,529.00 |
| **Subtotal:** | | | $13,146.00 |
| **Total cost of maintenance** | | | $119,319.56 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 148,783.11 |
| Assessment Net Change | | | $ 155.01 |
| Estimated fund balance as of June 30, 2022 | | | $258,024.79 |
| Estimated fund balance as of June 30, 2023 | | | $287,488.34 |

# CITY OF LIVERMORE

**District Name: Autumn**
**Valley Number: 1989-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**33,000 SF comprised of**
**127.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,276.00 |
| Contractor Services | | | $1,500.00 |
| Irrigation Water | | | $5,261.24 |
| Maintenance Materials | | | $449.00 |
| Equipment Maintenance & Operations | | | $270.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $13,756.24 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,376.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $486.00 |
| **Subtotal:** | | | $1,862.00 |
| **Total cost of maintenance** | | | $15,618.24 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 28,571.19 |
| Assessment Net Change | | | $ 7.62 |
| Estimated fund balance as of June 30, 2022 | | | $67,553.05 |
| Estimated fund balance as of June 30, 2023 | | | $80,506.00 |

# CITY OF LIVERMORE

**District Name: Stratford**
**Number: 1989-2**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**308,207 SF comprised of**
**475.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $33,904.00 |
| Contractor Services | | | $42,566.52 |
| Irrigation Water | | | $28,807.73 |
| Maintenance Materials | | | $1,844.00 |
| Equipment Maintenance & Operations | | | $1,459.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 313.87 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $108,895.12 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $10,890.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $2,959.00 |
| **Subtotal:** | | | $13,849.00 |
| **Total cost of maintenance** | | | $122,744.12 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 174,049.50 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $299,919.62 |
| Estimated fund balance as of June 30, 2023 | | | $351,225.00 |

# CITY OF LIVERMORE

**District Name: Amber**
**Ridge Number: 1989-4**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**140,697 SF comprised of**
**353.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $84,271.00 |
| Contractor Services | | | $1,700.00 |
| Irrigation Water | | | $55,184.38 |
| Maintenance Materials | | | $3,783.00 |
| Equipment Maintenance & Operations | | | $3,628.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 645.80 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $149,212.18 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $14,921.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $2,976.00 |
| **Subtotal:** | | | $17,897.00 |
| **Total cost of maintenance** | | | $167,109.18 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 175,035.05 |
| Assessment Net Change | | | $ 16.81 |
| Estimated fund balance as of June 30, 2022 | | | $48,959.06 |
| Estimated fund balance as of June 30, 2023 | | | $56,884.93 |

# CITY OF LIVERMORE

**District Name: Silver**
**Oaks Number: 1990-1**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**8,700 SF comprised of 10.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,608.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $4,568.32 |
| Maintenance Materials | | | $218.00 |
| Equipment Maintenance & Operations | | | $112.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $7,506.32 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $751.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $58.00 |
| **Subtotal:** | | | $809.00 |
| **Total cost of maintenance** | | | $8,315.32 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 3,413.70 |
| Assessment Net Change | | | $ 11.68 |
| Estimated fund balance as of June 30, 2022 | | | $(23,419.29) |
| Estimated fund balance as of June 30, 2023 | | | $(28,320.91) |

# CITY OF LIVERMORE

**District Name:**
**Cornerstone Number: 844**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**15,970 SF comprised of**
**51.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $8,721.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $3,909.15 |
| Maintenance Materials | | | $980.00 |
| Equipment Maintenance & Operations | | | $375.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 127.91 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $14,113.06 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,411.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $245.00 |
| **Subtotal:** | | | $1,656.00 |
| **Total cost of maintenance** | | | $15,769.06 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 14,384.04 |
| Assessment Net Change | | | $ 9.65 |
| Estimated fund balance as of June 30, 2022 | | | $(20,129.18) |
| Estimated fund balance as of June 30, 2023 | | | $(21,514.20) |

# CITY OF LIVERMORE

**District Name: Arroyo**
**Plaza II Number: 850**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**8,805 SF comprised of 22.72 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $5,461.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $320.00 |
| Equipment Maintenance & Operations | | | $235.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 127.83 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $6,143.83 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $614.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $158.00 |
| **Subtotal:** | | | $772.00 |
| **Total cost of maintenance** | | | $6,915.83 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 9,288.39 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $22,597.37 |
| Estimated fund balance as of June 30, 2023 | | | $24,969.93 |

# CITY OF LIVERMORE

**District Name: Alden Lane**
**Estates Number: 845**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**18,825 SF comprised of**
**25.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $7,743.00 |
| Contractor Services | | | $3,205.56 |
| Irrigation Water | | | $3,686.64 |
| Maintenance Materials | | | $480.00 |
| Equipment Maintenance & Operations | | | $334.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 345.50 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $15,794.71 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,579.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $370.00 |
| **Subtotal:** | | | $1,949.00 |
| **Total cost of maintenance** | | | $17,743.71 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 21,740.50 |
| Assessment Net Change | | | $ 41.01 |
| Estimated fund balance as of June 30, 2022 | | | $64,119.98 |
| Estimated fund balance as of June 30, 2023 | | | $68,116.77 |

# CITY OF LIVERMORE

**District Name: Rosegate**
**Number: 846**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**2,552 SF comprised of 37.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,690.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $197.00 |
| Equipment Maintenance & Operations | | | $115.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $3,002.00 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $300.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $90.00 |
| **Subtotal:** | | | $390.00 |
| **Total cost of maintenance** | | | $3,392.00 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 5,303.95 |
| Assessment Net Change | | | $ (11.98) |
| Estimated fund balance as of June 30, 2022 | | | $50,845.08 |
| Estimated fund balance as of June 30, 2023 | | | $52,757.03 |

# CITY OF LIVERMORE

**District Name: Creekside**
**Villas Number: 847**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**9,155 SF comprised of**
**116.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $734.00 |
| Contractor Services | | | $1,285.92 |
| Irrigation Water | | | $0.00 |
| Maintenance Materials | | | $151.00 |
| Equipment Maintenance & Operations | | | $31.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,201.92 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $220.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $81.00 |
| **Subtotal:** | | | $301.00 |
| **Total cost of maintenance** | | | $2,502.92 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 4,754.84 |
| Assessment Net Change | | | $ (1.89) |
| Estimated fund balance as of June 30, 2022 | | | $57,874.18 |
| Estimated fund balance as of June 30, 2023 | | | $60,126.10 |

# CITY OF LIVERMORE

**District Name: Scenic 7**
**Hills Number: 848**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**17,630 SF comprised of**
**21.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $6,602.00 |
| Contractor Services | | | $4,200.00 |
| Irrigation Water | | | $2,447.47 |
| Maintenance Materials | | | $431.00 |
| Equipment Maintenance & Operations | | | $284.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 125.20 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $14,089.67 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,409.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $385.00 |
| **Subtotal:** | | | $1,794.00 |
| **Total cost of maintenance** | | | $15,883.67 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 22,639.05 |
| Assessment Net Change | | | $ 338.05 |
| Estimated fund balance as of June 30, 2022 | | | $51,354.94 |
| Estimated fund balance as of June 30, 2023 | | | $58,110.32 |

# CITY OF LIVERMORE

**District Name: L St.**
**Traffic Calming Number:**
**851**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**255 SF comprised of 38.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $326.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $160.39 |
| Maintenance Materials | | | $211.00 |
| Equipment Maintenance & Operations | | | $14.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 0.00 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $711.39 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $71.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $25.00 |
| **Subtotal:** | | | $96.00 |
| **Total cost of maintenance** | | | $807.39 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 1,447.04 |
| Assessment Net Change | | | $ (0.60) |
| Estimated fund balance as of June 30, 2022 | | | $21,063.59 |
| Estimated fund balance as of June 30, 2023 | | | $21,703.24 |

# CITY OF LIVERMORE

**District Name: Habitat for Humanity Number: 849**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**6,450 SF comprised of 22.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,157.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $904.83 |
| Maintenance Materials | | | $258.00 |
| Equipment Maintenance & Operations | | | $179.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 126.76 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $5,625.59 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $563.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $121.00 |
| **Subtotal:** | | | $684.00 |
| **Total cost of maintenance** | | | $6,309.59 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 7,134.82 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $35,778.98 |
| Estimated fund balance as of June 30, 2023 | | | $36,604.21 |

# CITY OF LIVERMORE

**District Name: Vineyard**
**Gate 2 Number: 852**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**45,866 SF comprised of**
**20.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $10,677.00 |
| Contractor Services | | | $3,217.80 |
| Irrigation Water | | | $4,717.28 |
| Maintenance Materials | | | $896.00 |
| Equipment Maintenance & Operations | | | $460.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 382.04 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $20,350.13 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,035.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $484.00 |
| **Subtotal:** | | | $2,519.00 |
| **Total cost of maintenance** | | | $22,869.13 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 28,458.40 |
| Assessment Net Change | | | $ (4.08) |
| Estimated fund balance as of June 30, 2022 | | | $80,328.89 |
| Estimated fund balance as of June 30, 2023 | | | $85,918.16 |

# CITY OF LIVERMORE

**District Name: Ladera**
**Estates Number: 853**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**148,477 SF comprised of 44.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $33,660.00 |
| Contractor Services | | | $14,927.04 |
| Irrigation Water | | | $15,496.86 |
| Maintenance Materials | | | $2,893.65 |
| Equipment Maintenance & Operations | | | $1,449.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 669.19 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $69,095.74 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $6,910.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,526.00 |
| **Subtotal:** | | | $8,436.00 |
| **Total cost of maintenance** | | | $77,531.74 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 89,761.32 |
| Assessment Net Change | | | $ 90.03 |
| Estimated fund balance as of June 30, 2022 | | | $232,808.33 |
| Estimated fund balance as of June 30, 2023 | | | $245,037.91 |

# CITY OF LIVERMORE

**District Name:**
**Northbrook Homes-The**
**Grove Number: 854**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**211,994 SF comprised of**
**118.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $40,913.00 |
| Contractor Services | | | $36,943.32 |
| Irrigation Water | | | $18,237.69 |
| Maintenance Materials | | | $2,650.00 |
| Equipment Maintenance & Operations | | | $1,761.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 3,065.35 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $103,570.36 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $10,357.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $2,365.00 |
| **Subtotal:** | | | $12,722.00 |
| **Total cost of maintenance** | | | $116,292.36 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 139,133.80 |
| Assessment Net Change | | | $ 76.41 |
| Estimated fund balance as of June 30, 2022 | | | $433,112.33 |
| Estimated fund balance as of June 30, 2023 | | | $455,953.78 |

# CITY OF LIVERMORE

**District Name: Oaks**
**Business Park Number:**
**855**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**238,307 SF comprised of**
**131.90 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $23,635.00 |
| Contractor Services | | | $1,500.00 |
| Irrigation Water | | | $13,847.96 |
| Maintenance Materials | | | $1,727.00 |
| Equipment Maintenance & Operations | | | $1,018.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 553.22 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $42,281.18 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $4,228.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $1,334.00 |
| **Subtotal:** | | | $5,562.00 |
| **Total cost of maintenance** | | | $47,843.18 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 78,499.43 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $521,739.59 |
| Estimated fund balance as of June 30, 2023 | | | $552,395.84 |

# CITY OF LIVERMORE

**District Name: Shea**
**Center Number: 857**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**28,417 SF comprised of**
**1,040.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $19,562.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $5,695.56 |
| Maintenance Materials | | | $1,021.00 |
| Equipment Maintenance & Operations | | | $842.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 392.17 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $27,512.73 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $2,751.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $69,131.00 |
| **Subtotal:** | | | $71,882.00 |
| **Total cost of maintenance** | | | $99,394.73 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 99,496.80 |
| Assessment Net Change | | | $ (5.76) |
| Estimated fund balance as of June 30, 2022 | | | $300,226.07 |
| Estimated fund balance as of June 30, 2023 | | | $300,328.14 |

# CITY OF LIVERMORE

**District Name: Arroyo**
**Crossings Number: 858**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**125,559 SF comprised of**
**155.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $4,891.00 |
| Contractor Services | | | $23,471.04 |
| Irrigation Water | | | $14,539.01 |
| Maintenance Materials | | | $839.00 |
| Equipment Maintenance & Operations | | | $211.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 252.12 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $44,203.17 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $4,420.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $840.00 |
| **Subtotal:** | | | $5,260.00 |
| **Total cost of maintenance** | | | $49,463.17 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 49,417.10 |
| Assessment Net Change | | | $ 17.54 |
| Estimated fund balance as of June 30, 2022 | | | $383,468.75 |
| Estimated fund balance as of June 30, 2023 | | | $383,422.68 |

# CITY OF LIVERMORE

**District Name: Kohls**
**Number: 861**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**13,393 SF comprised of 9.54 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,956.00 |
| Contractor Services | | | $0.00 |
| Irrigation Water | | | $431.90 |
| Maintenance Materials | | | $195.00 |
| Equipment Maintenance & Operations | | | $84.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 134.73 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $2,801.63 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $280.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $124.00 |
| **Subtotal:** | | | $404.00 |
| **Total cost of maintenance** | | | $3,205.63 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 7,292.95 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $66,990.94 |
| Estimated fund balance as of June 30, 2023 | | | $71,078.26 |

# CITY OF LIVERMORE

**District Name: Orchid**
**Place Number: 860**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**20,369 SF comprised of 5.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $1,549.00 |
| Contractor Services | | | $2,867.64 |
| Irrigation Water | | | $1,858.78 |
| Maintenance Materials | | | $179.00 |
| Equipment Maintenance & Operations | | | $67.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 125.10 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $6,646.52 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $665.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $143.00 |
| **Subtotal:** | | | $808.00 |
| **Total cost of maintenance** | | | $7,454.52 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 8,429.45 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $48,017.05 |
| Estimated fund balance as of June 30, 2023 | | | $48,991.98 |

# CITY OF LIVERMORE

**District Name: Magnolia**
**Place Number: 862**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**10,860 SF comprised of**
**50.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,445.00 |
| Contractor Services | | | $1,993.20 |
| Irrigation Water | | | $2,092.57 |
| Maintenance Materials | | | $222.00 |
| Equipment Maintenance & Operations | | | $106.00 |
| Equipment Purchase and Repayment | | | $0.00 |
| Electric Costs | | | $ 121.33 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $6,980.10 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $698.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $136.00 |
| **Subtotal:** | | | $834.00 |
| **Total cost of maintenance** | | | $7,814.10 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 8,014.50 |
| Assessment Net Change | | | $ (26.47) |
| Estimated fund balance as of June 30, 2022 | | | $83,528.46 |
| Estimated fund balance as of June 30, 2023 | | | $83,728.86 |

# CITY OF LIVERMORE

**District Name: The Vines**
**Number: 863**

**FISCAL YEAR 2022-23 ESTIMATE OF COSTS**

**12,746 SF comprised of**
**49.00 units or acres**

| Budget Categories | | | Annual Cost Estimate |
|---|---|---|---|
| **DIRECT COSTS** | | | |
| Personnel Costs | | | $2,527.00 |
| Contractor Services | | | $5,376.00 |
| Irrigation Water | | | $4,296.05 |
| Maintenance Materials | | | $235.00 |
| Equipment Maintenance & Operations | | | $109.00 |
| Equipment Purchase and Repayment | | | $119.81 |
| Electric Costs | | | $ 120.03 |
| Phone Costs | | | $0.00 |
| **Subtotal:** | | | $12,782.88 |
| **INDIRECT COSTS** | | | |
| Program Administration | 10% of Direct Costs | | $1,278.00 |
| Alameda County Charge | 1.7% of Assessment Revenue | | $296.00 |
| **Subtotal:** | | | $1,574.00 |
| **Total cost of maintenance** | | | $14,356.88 |
| Total Revenue (FY2022-23 Assessment x No. of Units) | | | $ 17,389.61 |
| Assessment Net Change | | | $ 0.00 |
| Estimated fund balance as of June 30, 2022 | | | $20,256.04 |
| Estimated fund balance as of June 30, 2023 | | | $23,288.77 |

# Appendix B

## Accounting Summary Sheets for all Districts

| LMD # | LMD Name | Short Key | Beg FY22/23 Fund Balance | Revenue | Expenses | Estimated FY 22/23 Ending Fund Bal |
|---|---|---|---|---|---|---|
| 801 | Mt Day | 900752 | 2,194.50 | 3,513.00 | 3,476.86 | 2,230.64 |
| 802 | Lomitas/Ryans | 900753 | (2,176.21) | 3,670.53 | 3,556.23 | (2,061.91) |
| 803 | Ridgecrest | 900754 | 60,434.53 | 35,485.32 | 39,276.73 | 56,643.12 |
| 804 | Sonterra | 900755 | 19,081.99 | 16,259.95 | 10,560.36 | 24,781.58 |
| 805 | The Greens, Tourn | 900748 | 30,604.98 | 3,532.97 | 3,522.00 | 30,615.95 |
| 806 | Saddleback | 900756 | 29,600.76 | 37,050.00 | 24,448.53 | 42,202.23 |
| 807 | Altamar | 900757 | 68,871.56 | 22,917.40 | 14,128.25 | 77,660.71 |
| 808 | Meadows | 900758 | 42,420.45 | 10,711.05 | 6,687.43 | 46,444.07 |
| 809 | Capistrano | 900759 | 43,437.92 | 2,381.84 | 2,376.87 | 43,442.89 |
| 810 | Contractors Pl | 900797 | 39,056.11 | 12,903.11 | 11,198.03 | 40,761.19 |
| 811 | Altamont #2 | 900798 | 28,164.41 | 39,887.52 | 32,383.84 | 35,668.09 |
| 813 | Vintage Collection | 900749 | 26,990.58 | 11,183.20 | 7,556.55 | 30,617.23 |
| 814 | Maralisa #2 | 900800 | 18,742.86 | 52,702.47 | 50,177.72 | 21,267.61 |
| 815 | Bluffs | 900766 | 185,244.15 | 29,596.83 | 35,391.34 | 179,449.64 |
| 817 | Lomitas/Evans | 900767 | 22,411.62 | 7,728.88 | 4,080.41 | 26,060.09 |
| 818 | Airport Bus #2 | 900723 | 69,299.85 | 32,552.08 | 28,331.18 | 73,520.75 |
| 819 | Vintner | 900724 | 475,991.49 | 6,195.35 | 3,756.63 | 478,430.21 |
| 820 | Arroyo/Lomitas | 900725 | 54,634.80 | 6,399.85 | 4,220.51 | 56,814.14 |
| 821 | Shea Business | 900726 | 23,417.89 | 21,658.39 | 18,979.15 | 26,097.13 |
| 822 | Prima | 900727 | 28,472.27 | 44,671.69 | 22,020.03 | 51,123.93 |
| 823 | Dunsmuir | 900728 | 173,357.30 | 376,543.80 | 277,283.59 | 272,617.52 |
| 824 | Vintner Estates | 900729 | 38,968.82 | 8,834.24 | 6,137.61 | 41,665.45 |
| 826 | Park Lane | 900730 | 34,440.42 | 33,075.76 | 27,323.49 | 40,192.69 |
| 827 | Kristopher Ranch | 900731 | 46,652.68 | 124,040.16 | 95,510.26 | 75,182.58 |
| 828 | Scenic Meadows | 900732 | 20,568.14 | 4,770.48 | 4,789.53 | 20,549.09 |
| 829 | Larry's Place | 900733 | (9,536.68) | 7,877.84 | 5,717.61 | (7,376.45) |
| 830 | Visanto | 900734 | 237,366.13 | 61,731.72 | 53,638.08 | 245,459.77 |
| 831 | Sevillano | 900735 | 47,996.43 | 51,974.50 | 62,744.78 | 37,226.15 |
| 832 | Cal Nugget#2 | 900736 | 91,271.82 | 4,628.96 | 2,293.00 | 93,607.78 |
| 833 | Creekside | 900737 | 91,196.62 | 31,133.76 | 26,303.13 | 96,027.25 |
| 835 | Ashford Renaissance | 900739 | 71,202.72 | 14,452.23 | 9,400.24 | 76,254.71 |
| 836 | Legacy | 900740 | 47,235.18 | 9,344.70 | 5,491.70 | 51,088.18 |
| 837 | Los Olivos | 900741 | 55,662.10 | 197,085.96 | 192,383.99 | 60,364.07 |
| 838 | Ponderosa | 900742 | 77,506.00 | 87,491.54 | 60,392.10 | 104,605.44 |
| 839 | Reserves | 900743 | 87,800.26 | 13,455.50 | 8,115.88 | 93,139.88 |
| 840 | Birchwood | 900744 | 940,142.92 | 12,689.16 | 5,884.68 | 946,947.40 |
| 841 | Vineyard Gate 1 | 900745 | 1,279.22 | 67,002.45 | 59,524.43 | 8,757.25 |
| 842 | Lennox | 900746 | 32,375.07 | 5,229.42 | 5,230.43 | 32,374.06 |
| 843 | Parkside Tiffany | 900747 | 32,434.40 | 16,540.88 | 13,099.51 | 35,875.77 |
| 844 | Cornerstone | 900901 | 45,208.19 | 14,384.04 | 15,763.06 | 43,829.17 |
| 845 | Alden Lane Estates | 900903 | 74,256.20 | 21,740.50 | 17,739.71 | 78,257.00 |
| 846 | Rosegate | 900904 | 64,119.98 | 5,303.95 | 3,391.00 | 66,032.93 |
| 847 | Creekside Villas | 900905 | 50,845.08 | 4,754.84 | 2,502.92 | 53,097.00 |
| 848 | Scenic 7 Hills | 900906 | 57,874.18 | 22,639.05 | 15,877.67 | 64,635.56 |
| 849 | Habitat for Humanity | 900908 | (25,587.85) | 7,134.82 | 6,307.59 | (24,760.62) |
| 850 | Arroyo Plaza #2 | 900902 | 51,354.94 | 9,288.39 | 6,911.83 | 53,731.50 |
| 851 | L St Traffic Calming | 900907 | 35,778.98 | 1,447.04 | 807.39 | 36,418.63 |
| 852 | Vineyard Gate 2 | 900909 | 21,063.59 | 28,458.40 | 22,861.13 | 26,660.86 |
| 853 | Ladera Estates | 900910 | 80,328.89 | 89,761.32 | 77,504.74 | 92,585.47 |

| LMD # | LMD Name | Short Key | Beg FY22/23 Fund Balance | Revenue | Expenses | Estimated FY 22/23 Ending Fund Bal |
|---|---|---|---|---|---|---|
| 854 | Northbrook/The Grove | 900911 | 433,112.33 | 139,133.80 | 116,261.36 | 455,984.78 |
| 855 | Oaks Business Park | 900913 | 521,739.59 | 78,499.43 | 47,826.18 | 552,412.84 |
| 857 | Shea Center | 900914 | 300,226.07 | 99,496.80 | 99,381.73 | 300,341.14 |
| 858 | Arroyo Crossing | 900915 | 383,468.75 | 49,417.10 | 49,459.17 | 383,426.68 |
| 860 | Orchid Place | 900918 | 48,017.05 | 8,429.45 | 7,453.52 | 48,992.98 |
| 861 | Kohl's LMD | 900917 | 66,990.94 | 7,292.95 | 3,204.63 | 71,079.26 |
| 862 | Magnolia Place | 900919 | 83,528.46 | 8,014.50 | 7,812.10 | 83,730.86 |
| 863 | The Vines | 900920 | 20,256.04 | 17,389.61 | 14,353.88 | 23,291.77 |
| 1989-1 | Autumn Valley | 900850 | 67,553.05 | 28,571.19 | 15,612.24 | 80,512.00 |
| 1989-2 | Stratford | 900851 | 299,919.62 | 174,049.50 | 122,719.12 | 351,250.00 |
| 1989-4 | Amber Ridge | 900853 | 48,959.06 | 175,035.05 | 167,044.18 | 56,949.93 |
| 1990-1 | Silver Oaks | 900854 | (17,645.64) | 3,413.70 | 8,314.32 | (22,546.26) |
| 1990-2 | Monticello | 900845 | 15,207.65 | 47,824.38 | 40,289.22 | 22,742.81 |
| 1992-0 | Portola Glen | 900846 | 243,455.60 | 148,783.11 | 119,282.56 | 272,956.15 |
| 1992-1 | Scenic Arroyo Estates | 900844 | 39,646.04 | 19,195.20 | 14,546.46 | 44,294.78 |
| 1993-1 | Tapestry | 900646 | 63,972.12 | 64,750.48 | 65,131.33 | 63,591.27 |
| 1993-2 | Walmart | 900770 | 44,647.15 | 1,804.58 | 130.00 | 46,321.73 |
| 1994-1 | Danbury | 900644 | 16,329.79 | 14,216.73 | 14,796.47 | 15,750.06 |
| 1994-2 | Portola Meadows | 900771 | 79,567.31 | 32,634.36 | 22,247.72 | 89,953.96 |
| 1994-3 | Cal Promenade 1 | 900772 | 109,201.47 | 53,625.60 | 41,146.15 | 121,680.93 |
| 1994-4 | Windmill Springs | 900773 | 41,777.91 | 17,475.45 | 9,889.07 | 49,364.29 |
| 1994-6 | Cal Nugget #1 | 900778 | 14,389.98 | 9,030.56 | 7,385.64 | 16,034.90 |
| 1994-7 | Rincon Estates | 900779 | 19,188.08 | 2,644.74 | 2,638.80 | 19,194.02 |
| 1994-8 | Hallmark Collection | 900780 | 10,462.17 | 2,424.37 | 2,013.95 | 10,872.59 |
| 1995-1 | Orchard Bus Park | 900774 | 51,079.32 | 40,143.64 | 19,889.11 | 71,333.85 |
| 1995-2 | Sandhurst | 900642 | 25,175.49 | 29,747.76 | 22,013.61 | 32,909.64 |
| 1995-3 | Jack London Pl | 900775 | (22,111.40) | 2,677.50 | 6,741.07 | (26,174.97) |
| 1995-4 | Airport Bus #1 | 900781 | 53,244.27 | 30,327.00 | 19,759.60 | 63,811.67 |
| 1995-6 | Alden Estates | 900777 | 37,666.00 | 12,046.40 | 7,988.16 | 41,724.24 |
| 1995-7 | Scenic Links | 900782 | 22,636.69 | 7,002.30 | 4,235.38 | 25,403.61 |
| 1996-1 | Portola Collection | 900784 | 17,361.58 | 10,057.20 | 6,106.89 | 21,311.90 |
| 1996-2 | Altamont #1 | 900785 | 89,320.18 | 17,181.18 | 13,836.14 | 92,665.23 |
| 1996-3 | Beck-Concannon | 900786 | 75,195.52 | 26,629.59 | 17,612.07 | 84,213.04 |
| 1996-5 | Sterling Reserve #1 | 900787 | 46,015.19 | 9,198.30 | 4,579.96 | 50,633.53 |
| 1996-6 | Sterling Reserve #2 | 900793 | 16,879.90 | 3,495.90 | 2,025.84 | 18,349.97 |
| 1996-7 | Devon Place | 900788 | 3,574.89 | 11,273.58 | 10,360.37 | 4,488.10 |
| 1996-8 | Maralisa #1 | 900794 | 52,318.83 | 19,207.07 | 18,015.87 | 53,510.03 |
| 1996-9 | California Ranch | 900795 | (13,170.35) | 12,932.10 | 15,621.40 | (15,859.65) |
| 1997-2 | Cal Mt View #1 | 900789 | 14,340.95 | 9,192.25 | 7,868.94 | 15,664.26 |
| 1997-3 | Cal Mt View #2 | 900790 | 15,368.37 | 5,373.60 | 2,962.98 | 17,778.99 |
| 1997-4 | National Drive | 900796 | 35,915.49 | 12,004.85 | 1,088.69 | 46,831.65 |
| 1997-5 | Dover | 900791 | 43,674.04 | 19,510.04 | 16,178.73 | 47,005.35 |
| | Total | | 7,773,167.10 | 3,465,663.17 | 2,849,404.56 | 8,389,425.71 |

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

**A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS UNDER THE LANDSCAPE AND LIGHTING ACT OF 1972**

MAINTENANCE DISTRICT NO. LL-1: ANNEXATION NOS. 1989-1, 1989-2, 1989-4, 1990-1,1990-2

MAINTENANCE DISTRICT NO. LL-2: ANNEXATION NOS. 1992-0, 1992-1, 1993-1, 1993-2,1994-1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8,1995-1, 1995-2, 1995-3, 1995-4, 1995-6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996-6, 1996-7, 1996-8, 1996-9, 1997-2, 1997-3, 1997-4, 1997-5

MAINTENANCE DISTRICT NOS. LL-801, LL-802, LL-803, LL-804, LL-805, LL-806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL-822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL-833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-842, LL-843, LL-844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL-854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861, LL-862, LL-863

There are 92 Landscape and Lighting Districts within the City of Livermore ("the City"). Under the regulations governing Landscape and Lighting Districts, the City Council must follow certain procedures to levy annual assessments. The procedures require the City Council to declare its intent to initiate annual levies, to file the *Consolidated Annual Engineer's Report for the City of Livermore's Landscape Maintenance Districts for Fiscal Year 2022-23* ("Annual Engineer's Report") for each of the 92 districts, and to establish a public hearing date.

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

**1.** **Authority**. The City hereby initiates procedures for the levy of annual assessments and for the increase of certain assessments within its maintenance districts, pursuant to the Lighting and Landscaping Act of 1972, Part 2, commencing with Section 22500 of Division 15 of the Streets and Highways Code (the "Act") for Fiscal Year 2022-23.

**2.** **Designation**. The City intends to levy and collect assessments within Maintenance District No. LL-1, Maintenance District No. LL-2, and the 800 Series Maintenance Districts delineated above during Fiscal Year 2022-23. The area of land to be assessed is located in the city of Livermore, Alameda County.

**3.** **Report**. The Consolidated Annual Engineer's Report for the maintenance districts is hereby approved and shall be filed with the City Clerk.

**4. Improvements**. The improvements in the above maintenance districts are generally described in Subsection II, Part A, Plans and Specifications for Sections I through IV in the Annual Engineer's Report for the maintenance districts. The Annual Engineer's Report contains a full and detailed description of the improvements, the boundaries of the maintenance districts, and the proposed assessment amounts. Reference is made to that report for a full and detailed description of the same.

**5. Hearing**. On Monday, June 27, 2022, at 7:00 p.m., the City Council will hold a public hearing on the questions of the levy of the proposed annual assessments. As soon as the hearing is completed, the City Council will consider the levy of the proposed annual assessments.

**6. Notice**. The City Clerk is hereby authorized and directed to cause notice of the annual hearing to be given by publication as required by the Act for purposes of the annual hearing.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.9**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Tina Olson, Administrative Services Director

**SUBJECT:** Resolution declaring intention to reimburse expenditures from proceeds of certificates of participation to be executed and delivered to finance acquisition and construction of the Livermore Village Parking Garage

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution declaring the intention to reimburse expenditures from tax-exempt obligations to preserve the ability to reimburse City expenditures on the Livermore Valley Parking Garage before financing proceeds are available.

## SUMMARY

Council has approved the Livermore Valley Parking Garage and directed staff to prepare for a tax-exempt financing.

Staff recommends that the City Council adopt a resolution declaring its intent to reimburse itself for capital expenditures of the Livermore Valley Parking Garage with proceeds of tax-exempt obligations.

## DISCUSSION

The Livermore Village Parking Garage (also known as the L Street Parking Garage) project involves constructing a 4-level public parking garage with approximately 460 spaces east of L Street, between Veterans Way and First Street. Additional site improvements include reconfiguring the surface parking lot east of the parking garage, constructing a trash enclosure facility, installing a pedestrian walkway between the new garage and First Street, completing landscaping along Veterans Way north of the garage, and pedestrian crosswalk improvements at Veterans Way and L Street, and Veterans Way and K Street.

It is not uncommon for public agencies to expend money on capital costs of a project (most frequently, design and engineering costs) prior to financing the project, and to reimburse itself for those initial costs with financing proceeds. However, Internal Revenue Service regulations limit public agencies' ability to reimburse themselves with proceeds of tax-exempt obligations; among other things, the regulations

require the public agency to declare its intent to reimburse itself at least 60 days prior to certain capital expenditures.

Staff expects to return to Council later this year with a recommendation to issue certificates of participation to finance the construction of the garage. The proposed resolution would declare the City's intent to reimburse itself for expenditures on the Livermore Village Parking Garage with proceeds of tax-exempt certificates of participation.

## FISCAL AND ADMINISTRATIVE IMPACTS

The resolution does not have any immediate fiscal impacts. The resolution preserves the City's flexibility to reimburse itself for capital expenditures if the Council determines such reimbursement is in the City's best interest, but does not commit itself to the project, the financing or reimbursement.

## ATTACHMENTS

1. Resolution

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

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

**A RESOLUTION DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF CERTIFICATES OF PARTICIPATION TO FINANCE THE LIVERMORE VILLAGE PARKING GARAGE**

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

The City proposes to undertake the project referenced below, to cause the execution and delivery of certificates of participation for such project and to use a portion of the proceeds of such certificates of participation to reimburse expenditures made for the project prior to the execution and delivery of the certificates of participation.

United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that, with certain exceptions, prior to the payment of any such expenditure the issuer declares an intention to reimburse such expenditure.

It is in the public interest and for the public benefit that the City declares its official intent to reimburse the expenditures referenced herein.

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

**Section 1**. The City intends to cause certificates of participation (the "Obligations") to be executed and delivered for the purpose of paying the costs of acquiring and constructing a 4-level public parking garage with approximately 460 spaces east of L Street, between Veterans Way and First Street, to be known as the Livermore Village Parking Garage.

**Section 2**. The City hereby declares that it reasonably expects to: (i) pay certain costs of the Project prior to the date of issuance of the Obligation; and, (ii) use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Project that are paid before the date of issuance of the Obligations.

**Section 3**. The maximum principal amount of the Obligations is $75,000,000.

**Section 4**. This Resolution shall take effect upon its adoption by this Council.

On the motion of _____, seconded by Councilmember ____, the foregoing resolution was passed and adopted on the 13 day of June, 2022, by the following vote:

| | |
|---|---|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.10**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Tina Olson, Administrative Services Director

**SUBJECT:** Resolution establishing the Appropriations Limitation for FY 2022-23

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution establishing the Appropriations Limit for FY 2022-23.

## SUMMARY

Pursuant to Article XIIIB of the California Constitution, the City is required to establish an annual appropriation limit. The appropriation subject to limitations is to be based on the 1978-79 appropriations adjusted for the changes in the cost of living and population. California Government Code Section 7910 requires every local government to establish its appropriation limit by resolution for the upcoming fiscal year when the budget is adopted. Adoption of the resolution will approve the fiscal year 2022-23 annual appropriation limit at $440,433,435.

## DISCUSSION

Article XIII B of the California State Constitution was approved by California voters effective in 1980. Also known as the Gann Spending-Limitation Initiative, this article is actually a limitation on tax revenues rather than a direct limitation on appropriations. All proceeds from taxes received in excess of the appropriations limit are required to be returned through refund or revisions in tax rates.

The City of Livermore's Appropriations Limit is based upon FY 1978-79 appropriations which have been adjusted each year for population and inflation factors. Effective in FY 1990-91, Proposition 111 and SB 88 (Chapter 60/90) modified the manner in which the Appropriations Limit is calculated by providing alternative adjustment factors intended to make the Appropriations Limit more responsive to local growth issues and requires the annual election of cost-of-living adjustment factor and a population factor. The population factors may be either the change in city population or change in county population. The cost-of-living factors may be either the change in California per capita income or the change in City of Livermore non-residential new construction valuation. Typically, an agency selects the factors which provide for the largest growth to the limit.

The City's FY 2022-23 appropriations limit has been calculated by analyzing inflation and population factors provided by the California State Department of Finance and the City's property tax consultants, HDL. For FY 2022-23, the population factor chosen will be the reduction within the County as it was less of a reduction than within the City. The cost of living factor selected by Livermore will be the assessed value in the preceding year due to new non-residential construction because it exceeded the percentage change in California per capita income.

Based on the calculation factors mentioned above, the Limit of Appropriations for FY 2022-22 is $440,443,435. Appropriations subject to this limit are $105,628,659. A summary of the last twenty years of the City's appropriation limit, population and cost-of-living factors is provided as Exhibit A to the resolution.

**FISCAL AND ADMINISTRATIVE IMPACTS**

There is no budget impact associated with tonight's recommendation. The Fiscal Year 2022-23 adopted expenditure budget is well within the Appropriation Limit of $440,433,435.

**ATTACHMENTS**

1. Resolution
2. Exhibit A - Appropriations Limit FY 2022-23

Prepared by: Erik Peterson
Accounting Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE CITY OF LIVERMORE FOR FISCAL YEAR 2022-23**

The Gann Limit initiative approved by the voters of the State of California on November 6, 1979, and a subsequent amendment approved by the voters on June 6, 1990, (Propositions 4 and 111, respectively, codified as Government Code Sections 7900, et seq.), place various limitations on the fiscal powers of state and local government. As a result, the governing body of each local jurisdiction must establish an annual appropriations limit.

Government Code Section 7901(b) provides that the City Council may choose to use the change in population within the City of Livermore or within Alameda County to calculate the appropriations limit.

Furthermore, California Constitution Article XIII B, Section 8(e)(2) provides that the City Council must select either of the following to calculate the change in cost of living to be used to determine the appropriations limit:

1. The percentage change in California per capita personal income from the preceding year; or

2. The percentage change in the local assessment roll from the preceding year for the City due to the addition of local non-residential new construction.

As required by Government Code Section 7910, the City posted public notice of its intent to adopt a resolution establishing an appropriations limit at its regularly scheduled meeting on June 13, 2022. The public notice stated that the documentation used to determine the appropriations limit was available for public inspection.

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

1. The change in population within the County of Alameda was selected to calculate the City's appropriations limit for Fiscal Year 2022-23;

2. The percentage change in the local assessment roll from the preceding year for the City due to the addition of local non-residential new construction was selected to calculate the City's appropriations limit for Fiscal Year 2022-23; and

3. Using the formula set forth in Government Code section 7900, et seq., the appropriations limit for Fiscal Year 2022-23 for the City of Livermore is established at $440,433,435, as set forth in Exhibit A attached to this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Appropriations Limit FY 2022-23

# EXHIBIT A

## City of Livermore
## Appropriation Limit Last Twenty Fiscal Years

| Year of Limit | Cost-of-Living Factor ** | Population Factor *** | Ratio of Change | Appropriations Limit | Appropriations Subject to Limit | Variance |
|---|---|---|---|---|---|---|
| FY 2003-04 | 19.55% | 1.89% | 1.2181 | $94,538,970 | $40,743,402 | $53,795,568 |
| FY 2004-05 | 8.65% | 1.30% | 1.1006 | $104,045,966 | $42,453,745 | $61,592,221 |
| FY 2005-06 | 12.09% | 2.81% | 1.1524 | $119,899,145 | $46,033,324 | $73,865,821 |
| FY 2006-07 | 6.78% | 1.39% | 1.0826 | $129,808,537 | $49,354,549 | $80,453,988 |
| FY 2007-08 | 4.42% | 1.32% | 1.0580 | $147,883,090 | $52,286,879 | $95,596,210 |
| FY 2008-09 | 5.85% | 1.32% | 1.0725 | $147,883,090 | $52,286,879 | $95,596,210 |
| FY 2009-10 | 7.49% | 1.25% | 1.0884 | $160,959,709 | $52,205,834 | $108,753,875 |
| FY 2010-11 | -1.18% | 1.10% | 0.9991 | $160,818,675 | $45,302,801 | $115,515,874 |
| FY 2011-12 | 2.51% | 0.97% | 1.0350 | $166,454,513 | $46,488,786 | $119,965,727 |
| FY 2012-13 | 16.47% | 1.05% | 1.1769 | $195,898,928 | $49,307,270 | $146,591,658 |
| FY 2013-14* | 23.36% | 1.21% | 1.2490 | $244,677,761 | $67,044,881 | $177,632,880 |
| FY 2014-15 | 4.87% | 1.74% | 1.0669 | $261,046,703 | $77,044,976 | $184,001,727 |
| FY 2015-16 | 3.82% | 1.39% | 1.0526 | $274,777,760 | $72,336,243 | $202,441,517 |
| FY 2016-17 | 5.37% | 2.05% | 1.0753 | $295,468,759 | $76,706,573 | $218,762,186 |
| FY 2017-18 | 3.69% | 1.63% | 1.0538 | $311,365,413 | $68,632,305 | $242,733,108 |
| FY 2018-19 | 9.35% | 1.06% | 1.1051 | $344,087,147 | $67,435,856 | $276,651,291 |
| FY 2019-20 | 6.20% | 0.75% | 1.0700 | $368,161,204 | $74,420,994 | $293,740,210 |
| FY 2020-21 | 4.22% | 0.46% | 1.0470 | $385,462,616 | $78,774,574 | $306,688,042 |
| FY 2021-22 | 5.73% | 0.15% | 1.0589 | $408,160,948 | $76,546,934 | $331,614,014 |
| FY 2022-23 | 8.58% | -0.62% | 1.0791 | $440,433,435 | $105,628,659 | $334,804,776 |

*Amended June 9, 2014

** Cost of Living Factor is the larger of the percentage change in California per capita income versus the percent change in the City of Livermore assessed value due to new non-residential construction.

*** Population Factor is the larger of the percentage change in City population versus the percentage change in County population.

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.11**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Tina Olson, Administrative Services Director

**SUBJECT:** Resolution releasing unclaimed checks to the City of Livermore's General Fund

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution releasing unclaimed checks to the City of Livermore's General Fund.

## SUMMARY

California Government Code sections 50050 through 50056 allows cities to return funds back to the General Fund that remain unclaimed by a payee as long as certain procedures have been followed. Currently uncashed checks in the amount of $31,791.60 are available to become property of the City of Livermore's General Fund.

## DISCUSSION

Each year the City accumulates a small amount of outstanding checks that remained unclaimed even though attempts are made to contact the payees and reissue the checks. Normally these unclaimed funds consist of checks issued through Accounts Payable or Payroll. In this case the list of checks are not only stale dated, they were issued by the City through its former bank, MUFG Union Bank.

Money that is not the property of the City of Livermore that remains unclaimed for a period of more than three (3) years shall become the property of the City of Livermore forty-five (45) days after publication of the notice described below (Government Code Sections 50050 and 50051). The law allows uncashed checks to become property of the City after following the steps below:

1. At any time following the expiration of the three (3) year period, the Treasurer/Finance Director of the City of Livermore may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the City of Livermore, or on its website. (Government Code Section 50050).
2. The notice shall include the following information:
    a. The individual or business name shown on the issued check

b. The amount of the issued check
c. The fund in which it is held
d. A statement that the money will become the property of the City of Livermore on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

Despite extensive efforts by City Finance staff to contact payees (people or firms) and reissue checks, the Public Notice lists the remaining unclaimed checks. Staff contact methods included: 1) letters mailed to the last known address; 2) telephone calls, and 3) additional efforts to contact those people who or firms which are local or have checks with larger amounts. The City reached out with a letter as recent as February 2022, to the payees on the listing. The publication of the outstanding check listing is the final attempt to locate these payees which include vendors and previous employees.

The unclaimed checks listing was published in the East Bay Times/Valley Times local newspaper on April 28, 2022, and again on May 6, 2022. If a payee from the unclaimed check listing publication reaches out to the City prior to June 14, 2022, the City will process the request and reissue the check. Following the public notification period, a final list was produced with those outstanding checks that remained unclaimed in the amount of $31,791.60. The amount shown on the final listing as Exhibit A of the resolution are to become property of the City of Livermore and transferred to the City's General Fund.

**FISCAL AND ADMINISTRATIVE IMPACTS**

Based on California Government Code procedures, unclaimed funds from the City's final list stated as Exhibit A of the resolution, amounting to $31,791.60 will become property of the City of Livermore and transferred to the General Fund.

**ATTACHMENTS**

1. Resolution
2. Exhibit A - Listing of Unclaimed Checks

Prepared by: Erik Peterson
Accounting Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION RELEASING UNCLAIMED CHECKS TO THE CITY OF LIVERMORE'S GENERAL FUND AS CITY PROPERTY**

Pursuant to Government Code Section 50050, money that is not the property of the city that remains unclaimed in its treasury or official custody for more than three years, becomes the property of the city after providing the required notice.

At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency.

If the money remains unclaimed, the money becomes city property at the expiration of the notice period, not less than 45-days or more than 60 days from the first publication of the notice.

The checks listed in Exhibit A include checks that have been unclaimed for more than three years (3) and notice thereof was published in the East Bay Times/Valley Times Newspaper on April 28, 2022, and May 6, 2022, as required by Government Code Section 50050. No claims have been received and the money remains unclaimed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore, that on June 14, 2022, the unclaimed checks on the attached list shown as Exhibit A in the total amount of $31,791.60 shall be transferred to the City of Livermore general fund as city property in accordance with Sections 50050 through 50056 of the California Government Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022 by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kelly Trujillo*
Kelly Trujillo
Assistant City Attorney

Exhibit A – Listing of Unclaimed Checks

City of Livermore
Listing of Unclaimed Checks

| Payee | Check Date | Check Amount | Fund |
|---|---|---|---|
| MOBILITIE | 3/3/2017 | $11,928.00 | General Fund |
| 5 STAR NETWORKING INC | 5/19/2017 | $128.46 | General Fund |
| FRACISCO REAL ESTATE INVESTMENTS | 6/2/2017 | $105.28 | General Fund |
| HOLISTIC NINJA WELLNESS SERVICES | 6/2/2017 | $54.00 | General Fund |
| KYLEE HASSETT | 6/2/2017 | $32.00 | General Fund |
| FIRST TRUST ALARM | 6/16/2017 | $50.00 | General Fund |
| ALYSSA M SAMIA | 10/20/2017 | $25.00 | General Fund |
| CENTRAL TOWING AND TRANSPORT LLC | 11/10/2017 | $200.00 | General Fund |
| SOLARCITY CORP | 1/5/2018 | $45.00 | General Fund |
| CRISTANDO HOUSE | 3/23/2018 | $200.00 | General Fund |
| JESSICA ESTRADA | 4/27/2018 | $120.00 | General Fund |
| ABE FIRE PROTECTION BUILDERS, LLC | 6/29/2018 | $104.00 | General Fund |
| ASAP HAULING | 6/29/2018 | $47.00 | General Fund |
| EUROPEAN QUALITY BATH & KITCHEN | 6/29/2018 | $30.00 | General Fund |
| IMX PILATES LIVERMORE | 6/29/2018 | $99.12 | General Fund |
| JOHN VARVATOS | 6/29/2018 | $165.58 | General Fund |
| KEVIN PROVANCE | 6/29/2018 | $2,446.00 | General Fund |
| MATSUYAMA RESTAURANT | 6/29/2018 | $45.94 | General Fund |
| GORDON REESE CONSTRUCTION | 7/6/2018 | $40.00 | General Fund |
| ADAM VAN DE WATER | 12/14/2018 | $19.00 | General Fund |
| INFINIGY SOLUTIONS LLC | 1/4/2019 | $480.00 | General Fund |
| MICHAN EVONC | 1/4/2019 | $180.00 | General Fund |
| JMK HOUSECLEANING SERVICE INC | 1/25/2019 | $30.00 | General Fund |
| DOWBUILT INC | 2/15/2019 | $69.20 | General Fund |
| BOLB INC | 3/8/2019 | $50.00 | General Fund |
| INTERNATIONAL BUILDING INVESTMENT | 3/22/2019 | $37.17 | General Fund |
| DELTA GROUPS ENGINEERING | 7/26/2019 | $6,259.30 | General Fund |
| ABM ELECTRICAL POWER SERVICES LLC | 10/18/2019 | $50.00 | General Fund |
| PAR ELECTRICAL CONTRACTORS INC | 4/3/2020 | $40.00 | General Fund |
| CHRISTOPHER UHLIK | 2/10/2017 | $325.00 | Enterprise Fund - Airport |
| DAVID SMITH | 2/10/2017 | $365.00 | Enterprise Fund - Airport |
| JEFFERY KEMBER | 6/16/2017 | $204.00 | Enterprise Fund - Airport |
| JOHN JOSEPH EBERLE | 2/16/2018 | $380.00 | Enterprise Fund - Airport |
| JOHN JOSEPH EBERLE | 3/16/2018 | $204.00 | Enterprise Fund - Airport |
| JONATHAN FIAMOR | 3/6/2020 | $204.00 | Enterprise Fund - Airport |
| KIRAMA INVESTMENT GROUP | 8/18/2017 | $43.88 | Enterprise Fund - Sewer |
| KARVANNAN VISWANATHAN | 8/31/2017 | $36.71 | Enterprise Fund - Sewer |
| KEVIN CURTIS | 4/5/2019 | $172.00 | Enterprise Fund - Sewer |
| U P S | 7/12/2019 | $46.91 | Enterprise Fund - Sewer |
| EDUARDO MATTOS DUARTE | 3/3/2017 | $88.77 | Enterprise Fund - Water |
| ARIANNA WELCH | 5/12/2017 | $84.85 | Enterprise Fund - Water |
| KINCCO C/O SANCHEZ | 6/23/2017 | $70.30 | Enterprise Fund - Water |
| XING NING SUN | 8/4/2017 | $18.18 | Enterprise Fund - Water |
| RYAN CONRAD | 8/18/2017 | $82.52 | Enterprise Fund - Water |
| SUSTAINABLE FOOD NETWORK | 11/17/2017 | $748.80 | Enterprise Fund - Water |
| JESSICA STANDLEE & KEVIN VEGAS | 4/27/2018 | $31.34 | Enterprise Fund - Water |
| MATTHEW & DANIELLE CUNNINGHAM | 4/27/2018 | $39.16 | Enterprise Fund - Water |
| AMANDA ADAMS | 6/22/2018 | $85.43 | Enterprise Fund - Water |
| AMY JOYCE DELANEY | 6/22/2018 | $35.00 | Enterprise Fund - Water |
| ALI AKBARI | 6/29/2018 | $91.61 | Enterprise Fund - Water |
| JENNY CHHAY | 6/29/2018 | $61.22 | Enterprise Fund - Water |
| EVELYN QUEBRAL & BENJAMIN MURRO | 11/30/2018 | $41.30 | Enterprise Fund - Water |
| FAVIO TENORIO | 11/30/2018 | $27.77 | Enterprise Fund - Water |
| JEAN EDWARDS | 11/30/2018 | $212.39 | Enterprise Fund - Water |

City of Livermore
Listing of Unclaimed Checks

| Payee | Check Date | Check Amount | Fund |
|---|---|---|---|
| WAYNE LEW | 11/30/2018 | $41.87 | Enterprise Fund - Water |
| MELINDA LOPEZ | 12/14/2018 | $20.99 | Enterprise Fund - Water |
| JOHANNES PATTJE WOUTER | 12/28/2018 | $73.99 | Enterprise Fund - Water |
| TANISHA PRESSLEY | 1/31/2019 | $100.00 | Enterprise Fund - Water |
| JESSICA ROYER | 5/3/2019 | $24.77 | Enterprise Fund - Water |
| DEREK MAYNOR | 5/17/2019 | $64.03 | Enterprise Fund - Water |
| SERGIO ARROYO & MARANDA REEDY | 5/31/2019 | $33.03 | Enterprise Fund - Water |
| NATHAN & ALYSSA LOPEZ | 6/21/2019 | $46.86 | Enterprise Fund - Water |
| AUSTIN NELSON | 10/18/2019 | $72.74 | Enterprise Fund - Water |
| GURPINDER SINGH | 10/18/2019 | $72.05 | Enterprise Fund - Water |
| JANNA AND/OR NILS HANSEN | 10/18/2019 | $38.85 | Enterprise Fund - Water |
| JOSEPH HUNTER | 10/18/2019 | $50.43 | Enterprise Fund - Water |
| RON BOEDER | 11/8/2019 | $104.27 | Enterprise Fund - Water |
| COZART BROTHERS INC | 1/10/2020 | $985.28 | Enterprise Fund - Water |
| YOLANDA AGUILAR | 1/31/2020 | $37.83 | Enterprise Fund - Water |
| ALAYDI/HASAN KHOLOUD | 2/14/2020 | $25.06 | Enterprise Fund - Water |
| KATHRYN & FOREST WHITAKER | 3/27/2020 | $36.18 | Enterprise Fund - Water |
| LEE MCLEMORE & MAUREEN TSAI | 3/27/2020 | $396.00 | Enterprise Fund - Water |
| KRISTINE / LAWRENCE CONTRERAS | 4/30/2020 | $74.34 | Enterprise Fund - Water |
| JOSEPH GREGORY | 5/29/2020 | $21.37 | Enterprise Fund - Water |
| ALL SYSTEMS BROADBAND | 3/2/2018 | $226.64 | Enterprise Fund - Water & Sewer |
| E W THORPE | 7/14/2017 | $500.00 | Developer Deposit Fund |
| TRI VALLEY CONTRUCTION | 7/14/2017 | $500.00 | Developer Deposit Fund |
| SEAN MAXWELL | 3/23/2018 | $55.00 | Special Revenue Fund - Asset Seizure |
| WALTER WEIDMAN | 7/28/2017 | $84.38 | Special Revenue Fund - Measure B |
| THYSSENKRUPP ELEVATOR CORP | 4/17/2020 | $941.50 | Internal Service Fund - Facilities |
| JOHN F RIGTER | 3/17/2017 | $118.67 | LPFD Operating Fund |
| VIP CLEANERS II | 1/25/2019 | $30.40 | LPFD Operating Fund |
| ALL AMERICAN FLAG COMPANY | 2/28/2019 | $234.88 | LPFD Operating Fund |
| | Total: | $31,791.60 | |

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.12**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Tina Olson, Administrative Services Director

**SUBJECT:** Approving the Two-Year Financial Plan Update for Fiscal Years 2021-22 and 2022-23

## RECOMMENDED ACTION

Staff recommends that City Council adopt a resolution approving the Two-Year Financial Plan Update for fiscal years 2021-22 and 2022-23.

## SUMMARY

The City of Livermore Two-Year Financial Plan Update was presented to the City Council at the budget workshop on May 16, 2022. The table shown as attachment one summarizes the final total appropriations for all City operating funds and Capital Improvement Program (CIP) budgets.

## DISCUSSION

The Proposed Fiscal Year 2021-23 Financial Plan Update was presented to the City Council at the budget workshop on May 16, 2022. At the conclusion of the workshop, Council directed staff to proceed with the Financial Plan Update as submitted.

The Plan anticipates compliance with the General Fund Reserve Policy, requiring a total General Fund reserve of 30% of budgeted operating expenditures and outgoing transfers for debt service. In addition to these reserves, contributions of $2.0 million each year to the Infrastructure Repair and Replacement Reserve are anticipated.

Any Business License back payments received as settlements from Lawrence Livermore National Laboratory or Sandia National Laboratories will be allocated to prepay Other Post-Employment Benefits (OPEB) liabilities.

## FISCAL AND ADMINISTRATIVE IMPACTS

Adoption of the Two-Year Financial Plan Update results in total appropriations including contribution to reserves of $272,265,982 and $343,661,381 for fiscal years 2021-22 and 2022-23 respectively. The City anticipates that available fund balance for the General Fund will decrease by approximately $19.1 million

during this Financial Plan cycle.

**ATTACHMENTS**

1. Summary of Appropriations FY 2021-23 Financial Plan Update
2. Resolution
3. Exhibit A - FY2021-23 Financial Plan Update

Prepared by: Erik Peterson
Accounting Supervisor

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

FY 2021-23 Two-Year Fiscal Plan Update Summary

| | FY 2021-22 Update | FY 2022-23 Update | FY 2021-23 Two-Year Total |
|---|---|---|---|
| General Fund Operating Budget (Including Reserves) | $ 131,996,902 | $ 137,398,797 | $ 269,395,699 |
| All Other Funds Operating Budget | 103,190,530 | 113,847,849 | 217,038,379 |
| Subtotal City Operating Budget | 235,187,432 | 251,246,646 | 486,434,078 |
| Capital Improvement Plan | 37,078,550 | 92,414,735 | 129,493,285 |
| Total All Funds Budget | $ 272,265,982 | $ 343,661,381 | $ 615,927,363 |

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

**A RESOLUTION APPROVING THE TWO-YEAR FINANCIAL PLAN UPDATE FOR FISCAL YEAR 2021-22 AND FY 2022-23**

The City Manager prepared and submitted to the City Council for its review the Two-Year Financial Plan Update for Fiscal Year 2021-22 and Fiscal Year 2022-23.

The City Council provided for public comment on the Two-Year Financial Plan.

The City Council wishes to adopt the Two-Year Financial Plan Update and order a copy of it be filed with the City Clerk and the Administrative Services Director for the City of Livermore.

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

1. The Two-Year Financial Plan Update for Fiscal Year 2021-22 and 2022-23 attached hereto as Exhibit A, is approved;

2. Funds in the amount of $615,927,393 are appropriated for the Two-Year Financial Plan Update for Fiscal Year 2021-22 and Fiscal Year 2022-23, including $129,493,285 for the Capital Improvement Program; and

3. Funds received from Lawrence Livermore National Lab and Sandia National Lab for back payments of business licenses will be allocated to prepay OPEB liabilities.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Two-Year Financial Plan Update for fiscal year 2021-22 and 2022-23

RESOLUTION NO. _____

EXHIBIT A

City of Livermore

CALIFORNIA



# FINANCIAL PLAN UPDATE

## Fiscal Years 2021-22 & 2022-23





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Honorable Mayor and City Council,

I am pleased to submit the FY 2021-23 Financial Plan Update (Plan Update) for your review and consideration. The Plan Update document contemplates Livermore's current short-term economic outlook and provides an overview of City-wide revenue and expenditure projections, with a focus on the General Fund and General Fund Reserves. It also includes longer term projections and options to address unfunded long-term obligations. Overall, the City's is in solid financial shape and poised to substantially increase infrastructure repair and replacement funding over time, which is the last financial hurdle after focusing on addressing Other Post Employment Benefit (OPEB) and pension liabilities. In short, the past decade of hard work to bring on-going expenses in line with revenues has been successful.

## Introduction

As the City comes out of the pandemic, revenues are recovering to more normal levels of growth. As a result, the Plan Update proposes increased staffing and recognizes several one-time revenues and expenditures, some of which will be realized in the coming months. The increased staffing and one-time expenditures and revenues are discussed in more detail below.

During the last ten years, the City's pension expenses have increased substantially – CalPERS now estimates that FY 2022-23 will be the peak of the City's 20-year unfunded pension liabilities amortization period. This cost is included in the Plan Update and is expected to decrease over the next twenty years. The Plan Update also fully funds the City's OPEB obligations that has also peaked and is estimated to decrease over time until fully paid off in FY 2037-38. Together the decrease in these two large, long-term costs creates an opportunity to significantly increase infrastructure funding over time.

The Great Recession exposed that the City's overall expenditures, including addressing long-term liabilities, were greater than revenues. Since then the City has constrained the growth of operating expenditures to pay down OPEB and pension liabilities and to give time for revenues to grow. That process is now complete and this Plan Update illustrates that long-term on-going expenditures and revenues are better aligned. Revenues are expected to exceed expenditures through the 5-year planning period. As a result, the City will be able to fund current operations, modest annual increases in staffing, increase allocations to infrastructure reserves, and other special projects or one-time expenses. Since constraining growth in staff positions has been the primary approach to balancing the City's budget over the last ten years, there are several areas in the organization where service demands exceed staff resources. This Plan Update includes positions to address those service demands.

## City Council Goals

The FY 2021-23 Plan Update presents a spending plan that (1) improves services, (2) invests in much needed IT infrastructure, equipment and software, (3) provides funding to non-profits to provide homeless services, (4) fully funds the I-Street Garage Expansion project, and (5) fully funds the General Plan Update all of which address Council priorities. In March 2021 Council identified the following five priorities for FY 2021-23:

1. **Asset Management and Stormwater**. Establish a comprehensive Asset Management Program with a focus on stormwater, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.

2. **Downtown**. Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.

3. **General Plan Update**. Engage in a comprehensive General Plan Update, including the Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.

4. **Homelessness and Affordable Housing**. Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing projects.

5. **Modernization, Training, and Workplace Enhancements**. Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.

## General Fund Budget Summary

The proposed FY 2021-23 General Fund budget is summarized below:

**General Fund Budget**

| | Actual 2020-21 | Existing FY 2021-22 | Proposed FY 2021-22 | Difference | Original FY 2022-23 | Proposed FY 2022-23 | Difference | One time Rev & Exp FY 2021-22 | One time Rev & Exp FY 2022-23 |
|---|---|---|---|---|---|---|---|---|---|
| Operating Revenue | $128,102,944 | $122,442,069 | $132,648,846 | $10,206,777 | $123,579,681 | $131,605,073 | $8,025,392 | $7,377,088 | $568,658 |
| Use of Unassigned Reserves | | 17,109,265 | 12,219,781 | (4,889,484) | 4,087,452 | 4,837,805 | 750,353 | | |
| Use of ERP Reserves | | | | | | 2,000,000 | 2,000,000 | | |
| Transfers In | 537,023 | 4,278,135 | 705,275 | (3,572,860) | 2,132,599 | 852,919 | (1,279,680) | - | - |
| **Total Sources** | **$128,639,967** | **$143,829,469** | **$145,573,902** | **$1,744,433** | **$129,799,732** | **$139,295,797** | **$9,496,065** | **$7,377,088** | **$568,658** |
| | | | | | | | | | |
| Total Operating Expenditures | 109,359,867 | 121,263,434 | 121,058,888 | (204,546) | 118,484,301 | 127,000,395 | 8,516,094 | 5,647,226 | 6,664,192 |
| Transfers-out | 4,189,577 | 6,759,479 | 6,294,486 | (464,993) | 9,182,168 | 8,218,044 | (964,124) | - | - |
| Capital Improvement Plan | 4,367,190 | 14,207,000 | 13,577,000 | (630,000) | 1,090,000 | 1,897,000 | 807,000 | 13,577,000 | 1,897,000 |
| Contributions to Reserves | 5,697,188 | 1,599,556 | 4,643,528 | 3,043,972 | 1,043,263 | 2,180,358 | 1,137,095 | 1,694,168 | 1,999,257 |
| **Total Uses** | **123,613,822** | **$143,829,469** | **$145,573,902** | **$1,744,433** | **$129,799,732** | **$139,295,797** | **$9,496,065** | **20,918,394** | **10,560,449** |
| | | | | | | | | | |
| **Surplus/(Shortfall)** | **$5,026,145** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | | |

As discussed in more detail below, in the FY 2021-23 Plan Update General Fund revenues are expected to increase by $18.2 million, transfers in decrease by $4.8 million, General Fund

expenditures increase by approximately $8.3 million, transfers-out decrease by $1.4 million, contribution to reserves increase by $4.2 million, and Capital Improvement Program increased by $177,000. The overall effect is a combined budget shortfall of approximately $19 million that is covered through use of unassigned reserves and ERP reserves. That shortfall is related to some significant one-time expenditures that total $31.5 million (net $23.5 million when factoring in one-time revenues) over the two-year period. Excluding that $23.5 million, the General Fund had a $4.5 million combined surplus and there is an estimated $7.2 million unassigned General Fund balance at the end of FY 2022-23.

The FY 2021-23 Plan Update allocates approximately $15.5 million of General Fund resources for capital improvements, representing a significant investment in the Downtown as informed by the Council's Downtown Goal. Consistent with this goal, the City set aside funds in the unassigned reserve for the past several years specifically to help fund the I Street Garage[1] and other downtown improvements. Other one-time expenditures in the proposed FY 2021-23 budget total $16 million including:

- $4.2 million for the ERP and other IT modernization initiatives, $2 million of which is covered through the ERP reserve
- $4.2 million increased allocation to required reserves
- $2.8 million for the General Plan update
- $1.5 million pass-through property taxes to the County with off-setting revenue
- $1.3 for housing and other grants
- $1 million increase to General Liability reserves
- $476,000 for LPFD replacement SCBA equipment
- $286,000 for Police Department equipment
- $274,000 consultants and contract staff to assist Planning Division

**General Fund Revenues and General State of the Local Economy**
General Fund revenues are expected to increase by $10.2 million in FY 2021-22 and $8 million in FY 2022-23 beyond original estimates. This is primarily related to growth in sales tax and business license tax revenues though all of the City's revenue sources are expected to increase beyond original estimates.

The City's three major revenue sources (property tax, sales tax, and development related items) weathered the pandemic induced recession and are expected to increase in FY 2022-23. Property tax revenue is projected to increase by $2.5 million, from $40.5 million in FY 2021-22 to an estimated $43 million in FY 2022-23 primarily on the strength of the current housing market and continued residential and commercial development activity. Sales tax revenue has dropped to the City's second largest revenue source. That said, sales tax revenues continue to be strong due to the Outlet Mall, the City's auto dealerships, and the addition of non-retail sales tax producers. Sales tax revenue is projected to increase by $1.5 million from $37.6 million in FY 2021-22 to $39.1 million in FY 2022-23 due to anticipated continued recovery from the pandemic, and inflation.

[1] There is also $3 million debt service payment for the L Street Garage included in the 5-year General Fund forecast for a bond staff is preparing to issue for that project in the fall 2022.

Finally, the City's Business License consultant, HdL, discovered that Sandia National Laboratories (SNL) and Lawrence Livermore National Laboratory (LLNL) (collectively "the Labs") should have been paying the City's Business License tax but have not done so to date. The City can collect up to three years for past due amounts. City staff has been working with the Labs to determine the correct amount owed to the City for the previous three years and the amount due in FY 2022-23. City staff has reached agreement with SNL but has not yet done so for LLNL. As such the increased Business License revenue associated with SNL is included in the FY 2022-23 Plan Update but staff has not included anything for LLNL. In addition, the FY 2022-23 budget does not include the three years back payment for either lab. As described in more detail below, staff recommends allocating the back payments received from the Labs to prepay OPEB liabilities, from which the future annual OPEB contribution savings will be allocated to the Infrastructure Repair and Replacement Reserve.

**Staffing Summary**

The previous Financial Plan acknowledged a relatively strong economy and the pressure that increased economic activity level places on service demands for the community. For the past six budget cycles, still cognizant of the reduction in staffing of 100 Full Time Equivalents (FTE) during the Great Recession, one of the City's cost containment strategies has been to carefully consider increasing City staffing levels such that General Fund revenues have time to grow and align with structural expenditures, specifically to more fully fund OPEB, pension obligations, and infrastructure maintenance. Current revenues are now in balance with structural expenditures and the City is in a position to increase staffing levels to continue providing a high level of service to Livermore's residents and businesses, as well as achieve Council goals and priorities. As such, staff is proposing to increase staffing levels by eight positions (6.5 FTE) in the FY 2022-23 Plan Update as summarized below:

***Storm Water Manager (1.0 FTE)*** - This position will manage the City's Storm Water Program including regulatory compliance, interaction with multiple departments and outside agencies, as well as work with City staff to identify means of repairing, replacing, or maintaining the City's storm water infrastructure and systems.

***Battalion Chief (0.5 FTE) -*** This position will add a third on-duty Battalion Chief so that each city will always have Battalion Chief coverage and to reduce the span of control from one manager to 34 employees to one manager to 17 employees. The overall intent was to improve job performance, oversight, and career development/succession planning while adding some depth to LPFD's ability to respond to and manage emergency incidents. While this coverage level required three new FTEs, LPFD's original FY 2021-22 budget included two FTEs with the intent to add the third FTE in FY 2022-23 if both cities were able to cover the increased cost. The cost of the additional Battalion Chief is shared equally with Pleasanton.

***Librarian I (0.5 FTE) -*** This position will be responsible for performing equitable community outreach to educate Livermore citizens on the services offered by the Livermore Public Library. It is also responsible for assessing community need for new

Library programs and services. Outreach librarians focus on reaching the traditionally underserved including financially disadvantaged and unhoused people, ethnically diverse people, senior citizens, adult new and non-readers, incarcerated people and ex-offenders, people with disabilities, LGBTQ populations, and rural and geographically isolated communities.

***Senior Civil Engineer (1.0 FTE)*** - The Senior Civil Engineer position leads a team of engineers and technicians as well as manages multiple consultant contracts for various Capital Improvement Plan (CIP) projects, land development, transportation, downtown implementation, and other assignments. The number of CIP projects currently exceeds the Engineering Division's resources. This position will better balance Engineering Division resources with demand for services and provide additional capacity to implement CIP projects. This position will also improve the span of control within the Engineering Division's management structure.

***IT Engineer/Water SCADA (1.0 FTE) -*** This position will be an IT systems administrator responsible for implementing and managing the technology infrastructure that hosts the Supervisory Control and Data Acquisition (SCADA) system. This includes the server hardware and operating systems, the network connectivity for the SCADA terminals, and management of the vendor support contract that supports the SCADA specific technology. Additionally, this position acts as the liaison between DPW and IT management.

***Crime Analyst (0.5 FTE) -*** Crime Analysts are responsible for collecting and disseminating pertinent information that assists the Police Department to plan, prevent, and suppress criminal activities. This position will be assigned to the Real Time Awareness Center (RTAC), to monitor "real-time" cameras, alerts, and other systems to provide immediate information and descriptions of crimes in progress to on-duty Patrol Officers and Detectives.

***Crisis Intervention Specialist (1.0 FTE) -*** Working with Patrol Officers in a co-responder model, the Crisis Intervention Specialist will provide emergency crisis assessment and intervention services in the field as well as assist with linkage to outpatient mental health services and family support services. In addition, this position will conduct community outreach, provide ongoing intervention assessment, treatment, and follow-up services designed to help stabilize individuals and connect them to additional mental health resources.

***Climate Action Manager (1.0 FTE)*** - This position will manage and coordinate citywide climate, sustainability, and healthy community efforts related to renewable energy, energy resilience, green buildings, decarbonization, waste reduction, water conservation, sequestration, habitat conservation, and climate adaptation.

Over the long-term, staff anticipates adding positions to address increased service demands as well as exploring options to make service delivery more efficient. Additionally, staff expects to

continue utilizing "limited duration" or "special funded" positions that will allow the City to address elevated service level demands, but retain staffing flexibility in anticipation of the inevitable economic downturn. The long-term financial plan assumes adding three permanent FTEs annually over the five-year projection period.

**Services and Supplies Budget Changes**
The FY 2022-23 General Fund Services and Supplies budget is increasing from the original budget by approximately $6.2 million, of which approximately $4.8 million will be used to help to fulfill three of the Council priorities:

***General Plan Update-*** $653,000 for additional consultant services to help prepare the General Plan update and provide back-up support to CDD staff

***Modernization, Training, and Workplace Enhancements-*** $3.1 million for:

- Cybersecurity enhancements
- Enterprise Resource Program (ERP) system
- Upgrades to the City and library IT systems
- Replacing 50% of the City's desktop computers with laptops that will facilitate telecommuting
- Expansion of IT support contracts
- Police training simulator

***Homelessness and Affordable Housing –*** $1.0 million for grants to various non-profits to provide homeless services[2] as well as rental assistance

The remaining approximately $1.5 million increase in the FY 2022-23 Services and Supplies budget is for the following:

- Livermore Pleasanton Fire Department (LPFD) - $1.22 primarily related to increased overtime, adding 0.5 FTE Battalion Chief position, increased General Liability insurance premium, and purchasing replacement Self Contained Breathing Apparatus (SCBA).
- Claims and Liability Reserve - $240,000

## General Fund Reserves

***Operating Reserves*** - During the Great Recession, the City spent approximately $12 million in General Fund operating reserves to maintain essential services. When the economy began to show signs of recovery, the City Council adopted a Governmental Accounting Standards Board (GASB) 54 Compliant Fund Balance policy, establishing General Fund reserve goals. The policy, adopted in June 2012 and amended in June 2016, targets an overall reserve level of 30% of the current year's budgeted operating expenditures and outgoing transfers for debt service. Key components of the General Fund Balance policy goals include:

[2] Includes funding to Asbury Church for shower and laundry services, Bay Area Community Health mobile substance abuse counseling services, bio-hazard and clean-up services of homeless encampments, Goodness Village tiny homes operating costs support, and CityServe operating cost support.

**15%** of the General Fund's current operating expenditures plus debt service transfers, to be used in a catastrophic event or in a major emergency or in periods of severe fiscal crisis (Catastrophic Reserve); and

**13.5%** of the General Fund's current operating expenditures plus debt service transfers, to be used during times of severe economic distress such as protracted recessionary periods, State raids on local resources, or other unforeseen events (Economic Reserve); and

**1.5%** of the General Fund's current operating expenditures plus debt service transfers to protect against cash shortfalls related to timing of projected revenue receipts and to maintain budgeted level of reserves (Cashflow Reserve).

The General Fund operating reserves in the FY 2021-23 Plan Update meet these policy targets.

***Infrastructure Repair and Replacement Reserves -*** In addition to operating reserves, in June of 2016, Council directed staff to establish an Infrastructure Repair and Replacement Reserve to begin accumulating the resources necessary to address the City's aging infrastructure as part of Council's Asset Management goal. One of the City's strategies to contain costs and leverage buying power is to save while the economy is doing well to have resources available during the next economic downturn when there is usually better construction pricing.

The City owns approximately $2.5 billion dollars of general government infrastructure in addition to another $1 billion dollars of enterprise fund infrastructure. Staff currently estimates that the City (like most local governmental agencies) is underfunding infrastructure maintenance by $12 million per year. For this reason, the City Council identified Asset Management as one of its goals, which includes developing funding and maintenance policies to address this significant challenge. As the City develops this program, Council directed staff to allocate at least $2 million annually to the Infrastructure Repair and Replacement Reserve. The FY 2021-23 budget allocates $2 million annually to this reserve. Further, staff is preparing a Long-term Obligations Funding Policy and Infrastructure Repair and Replacement Policy for Council's review and consideration that will identify additional funding options to help the City have funding available to address infrastructure maintenance as well as define eligible uses of the Infrastructure Repair and Replacement Reserve. Those options are discussed in more detail under Funding Long Term Obligations section below.

Below is a summary of anticipated General Fund balance categories during the period covered by the Plan Update:

**General Fund Reserves**

| | 2020-21 Actual | 2021-22 Budgeted | 2022-23 Budgeted |
|---|---|---|---|
| **Ending Total Fund Balance:** | **$80,721,847** | **$73,145,595** | **$68,488,147** |
| | | | |
| **Nonspendable:** | **5,609,833** | **5,609,833** | **5,609,833** |
| | | | |
| Committed (Catastrophic Reserve 15%) | 17,419,222 | 18,740,986 | 19,831,165 |
| Assigned (Economic Reserve 13.5%) | 15,677,300 | 16,866,888 | 17,848,049 |
| Unassigned (Cashflow Reserve 1.5%) | 1,741,922 | 1,874,099 | 1,983,116 |
| Infrastructure Repair & Replacement Reserve | 12,000,000 | 14,000,000 | 16,000,000 |
| ERP (Included in FY 2022-23 budget) | 2,000,000 | 2,000,000 | - |
| | | | |
| **Total Reserves** | **$48,838,444** | **$53,481,973** | **$55,662,330** |
| | | | |
| **Remaining Unassigned Fund Balance** | **$26,273,570** | **$14,053,789** | **$7,215,984** |

## Internal Services Fund Reserves

***Workers' Compensation Reserves -*** The City is self-insured for its Workers' Compensation program up to $500,000 per claim. A significant element of self-insurance involves reserving funds to cover the anticipated cost for the life of the claims. The Plan Update includes resources sufficient to fund the resulting claims liability at a 90% confidence level.

***Fleet, Information Technology Replacement, and Facility Rehabilitation Programs -*** The Plan provides approximately $3.9 million annually for fleet replacement. This funding is used to replace police cars, fire engines, and certain public works vehicles. The Information Technology Replacement program provides for the replacement of major information technology systems, such as the permit and financial software, phone systems, voicemail systems, and all city servers. The Plan Update adequately funds the Information Technology Replacement Program with $5 million annually. The Facility Rehabilitation Program provides approximately $2 million annually to fund basic facility maintenance. The Fleet, Information Technology, and Facility Rehabilitation replacement program balances are at prudent levels.

## Funding Long-Term Obligations

The City has been allocating significant funding over the past ten years towards funding pension and OPEB obligations including paying down the City's unfunded liabilities. In FY 2022-23, the City allocated $30.6 million towards pension and OPEB expenses. In addition, as previously noted, the City recently began allocating a minimum of $2 million towards Infrastructure Repair and Replacement Reserves that will be available to fund deferred maintenance projects, the City's remaining largely unfunded long-term obligation. Thus, the City is allocating a total of $32.6 million in FY 2022-23 towards long-term obligations. Staff is proposing that the City maintain that level of funding[3] towards long-term obligations such that as pension and OPEB contributions decline there will be a corresponding increase to the Infrastructure Repair and Replacement Reserves. That proposal, the Long-term Obligations Funding Policy and the Infrastructure Repair and Replacement Policy[4], will be presented to Council for consideration in June 2022. The sections below broadly discuss this funding strategy and approach to continue to effectively manage each of these long-term obligations.

***OPEB -*** OPEB is a non-pension retirement benefit that certain employees receive upon their retirement, such as retiree health care. When these benefits were first offered by the City, the cost was quite modest and benefits were funded on a pay-as-you-go basis. Sharp increases to the cost of health care in the 1990's and early 2000's made this approach imprudent. Beginning in 2006, the City's funding policy was to set funding aside in an irrevocable trust and to ramp up funding to the full Actuarial Determined Contribution (ADC) over ten years. However, the economic downturn in FY 2008-09 hampered the City's ability to make its full ADC payment. The City's actuarial report indicated that this underfunding of the ADC and continued steep increases in health care costs caused its unfunded liability to grow to over $101 million. In June 2013, the Council directed staff to develop a comprehensive solution to this problem. The solution required a dramatic increase in funding and cooperation of employee bargaining groups to modify health care benefits. The City was successful in stabilizing its benefit costs and subsequently implemented a strategy to fully fund its ADC. As a result, the City's unfunded liability has subsequently dropped to roughly $35 million with an ADC of $4.6 million annually. In July of 2015, the City Council adopted a policy requiring full funding of the City's ADC every year. Funding for the full OPEB ADC payment is included in the FY 2021-23 Plan Update and the City's OPEB liability is currently approximately 56% funded.

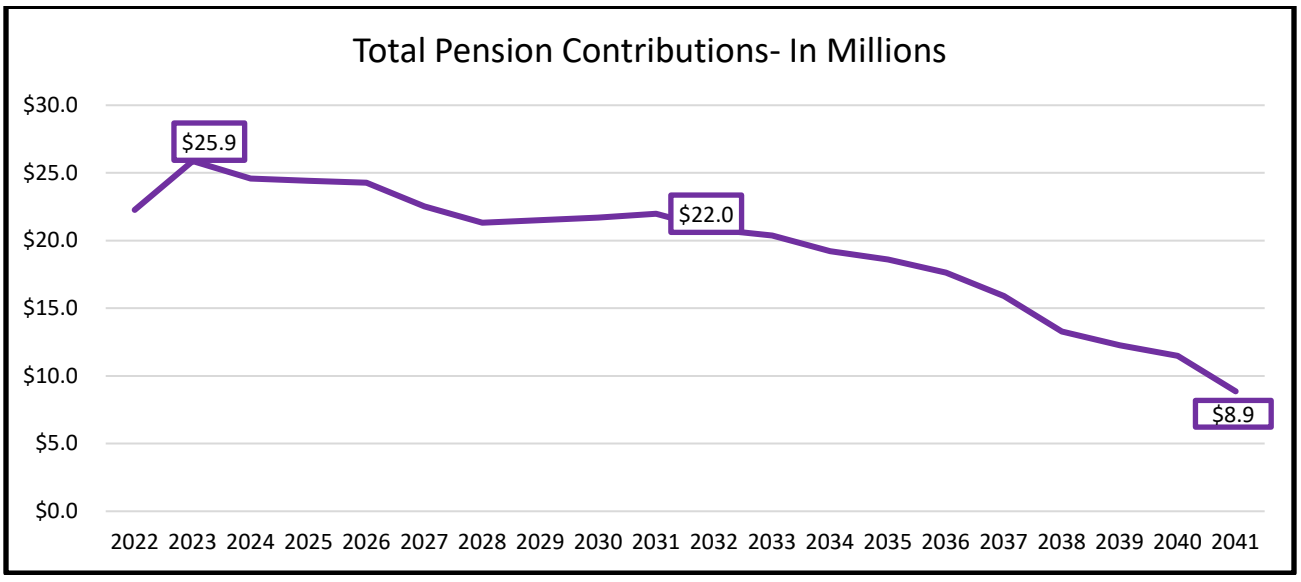
The FY 2021-23 Plan Update resolution will include authorization for staff to allocate the one-time Business License back payments when received from the Labs to pre-pay OPEB, which will reduce the City's annual contribution to OPEB. While the total amount of those back payments is still under discussion, staff modeled various scenarios of the impact of prepaying OPEB on the City's annual OPEB contributions. For example, $5 million will reduce annual contributions by between $529,000 and $753,000 annually, $10 million will reduce it between $1 million and $1.5 million, and $12.5 million will reduce it between $1.3 million to $1.9 million. All of those scenarios run through FY 2036-37 after which the City's OPEB unfunded liability will be

[3] In current dollars. Infrastructure Repair and Replacement funding requirements will increase by CPI.
[4] The Long Term Obligations Funding Policy would set minimum funding levels to collectively address OPEB, pension, and infrastructure repair and replacement obligations. The Infrastructure Repair and Replacement Policy will identify the types of projects that could be funded by the Infrastructure Repair and Replacement reserves.

fully funded. At that time, there will be a total annual savings of approximately $5.8 million available to allocate to the Infrastructure Repair and Replacement Reserve.

***CalPERS Pension Costs*** – Since the Great Recession CalPERS made changes to several actuarial assumptions, such as mortality rates and adopted a policy to "de-risk" their portfolio, which resulted in reducing the discount rate that CalPERS uses to amortize the City's pension liability beginning in FY 2018-19. The current discount rate is 6.8%, down from 7.75% in 2011. CalPERS implemented a 20-year rate amortization and a five-year phase-in for these significant changes. The phase-in began in FY 2016-17 which increased the City's annual pension contribution to $25.9 million in FY 2022-23, which, based on CalPERS latest estimates will be the peak of the 20-year amortization period. The City's pension liability is currently approximately 78% funded.

As described in the chart below, based on CalPERS recent projections[5] the City's pension contributions will begin declining in FY 2023-24 until the unfunded liability is fully funded in FY 2040-41 resulting in an annual pension contribution of $8.9 million. Like the proposed approach to OPEB savings, the Long-term Obligations Funding will recommend that annual savings below $25.9 million be allocated to the Infrastructure Repair and Replacement Reserve. Those savings are currently expected to be $1.3 million in FY 2023-24 and grow to $17 million in FY 2040-41.




***Section 115 Pension Trust Fund***
In addition, staff is developing a proposal to create a Section 115 Pension Trust Fund (Section 115 Fund) with PARS[6] that would be used to help off-set pension contributions through increased investment earnings. The PARS Section 115 Trust Fund moderately conservative

[5] CalPERS assumptions include: 6.8% discount rate, increased mortality rates, and FY 2020-21 investment returns of 21.3%
[6] Similar to the City's Section 115 OPEB Trust Fund with PARS though Staff is proposing to have a more conservative investment portfolio for the Section 115 Pension Trust Fund to reflect the expected short-term use of funds.

investment portfolio's returns are approximately 400 basis points greater than the City has recently been earning on investments (approximately 5% versus approximately 1%). The City can withdraw from a Section 115 Trust Fund to fund equal to three years of pension contributions in one withdrawal. Staff is exploring creating a Section 115 Trust Fund. Doing so would result in additional investment earnings that could be used to help make annual pension contributions, funds that can be used to allocate to the Infrastructure Repair and Replacement Reserve.

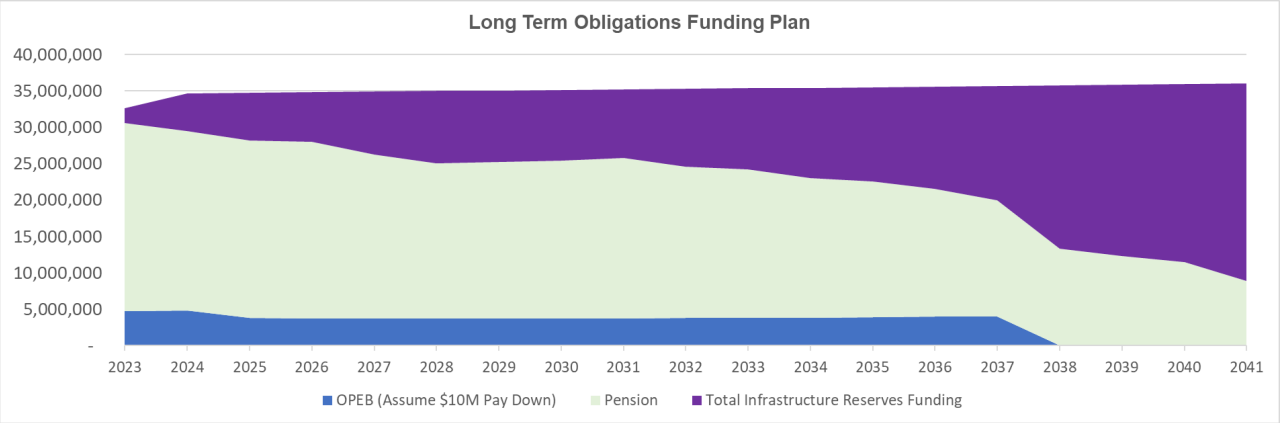
***Infrastructure Repair and Replacement Funding –*** As noted above, the City has substantially addressed its long-term pension related obligations, and their true costs are integrated into the structural expense framework. That said, the largest and most complex underfunded liability is infrastructure repair and replacement and is primarily achieved via programming the CIP. As witnessed with the storm damage experienced in Livermore during February of 2017, deferring maintenance of infrastructure may help meet immediate operational needs in the short run, but is not a prudent financial strategy and can have serious and costly ramifications. It is for this reason that Asset Management has been, and will continue to be, an important focus for the City.

General Fund contributions to the Capital Improvement Program (CIP) program have been approximately $2 million per year. General Fund contributions to the CIP finance major infrastructure and maintenance projects that have no other funding sources. Traditionally, these projects have included American with Disabilities Act improvements, arroyo maintenance and stabilization, bridges, buildings, sound walls, Citywide landscaping improvements, culvert improvements, sidewalk repair, decorative wall repairs, and street improvement projects.

The FY 2021-23 Plan Update allocates $15.5 million to the CIP however, as previously noted, the bulk of that funding is for the I street Garage Expansion Project. While the proposed funding level allows for some progress, millions of dollars in unfunded CIP project requests remain unaddressed. Most of these projects are deferred maintenance projects for which the General Fund is the only source of funding. The City Council previously directed staff to develop a comprehensive Asset Management Plan so that adequate resources are available when needed. Staff continues to make progress on that plan and have provided periodic updates to the City Council. However, approximately $12 million General Fund additional annual allocation to the CIP will be necessary over the long run to maintain high risk infrastructure at acceptable levels of service, or $10 million more than the City has historically allocated to the CIP.

## Long Term Obligations Funding Plan

The proposed plan to maintain total funding of long-term obligations at $32.6 million will result in the following estimated annual allocations between OPEB (assuming $10 million prepayment), pension (assuming CalPERS latest projections hold), and Infrastructure Repair and Replacement allocations (excluding inflationary increases):




As illustrated in the chart above, as the City pays down OPEB and pension liabilities, the amount allocated to the Infrastructure Repair and Replacements Reserve increases over the next 18 years. By 2041, the City will be contributing nothing to OPEB, $8.9 million to pensions, and $23.7 million to the Infrastructure Repair and Replacements Reserve. In addition, staff will also recommend increasing allocations to the Infrastructure Repair and Replacements Reserve with all or a portion of year-end budget surpluses, which is not included in the graph above. Actual FY 2016-17 through 2020-21 General Fund budget surpluses were between $2.1 million and $8.3 million and an average of $6 million.

## 5-year General Fund Forecast

Staff updated the General Fund 5-year forecast that includes the proposed FY 2021-23 Plan Update. As described in the table below, in FY 2023-24, total revenues will exceed total expenditures by approximately $429,000 and continue to exceed operating expenses through FY 2027-28 when revenues will exceed expenses by $7.9 million. The budgetary surplus can be used to increase allocations to the Repair and Replacements Reserve, prefund OPEB, fund other one-time costs, and/or increase service levels beyond the annual increase of 3.0 FTE included in the model.

The following assumptions are included in the 5-year Forecast:

- Revenues increasing overall by 4% in FY 2023-24 and increasing by 3% annually thereafter.
- Personnel Services increasing by 3% annually
- CalPERS contributions consistent with CalPERS estimates
- Adding 3.0 FTE new positions annually
- Services and Supplies increasing by between 2% and 3% annually

| | Actual FY 2020-21 | Proposed FY 2021-22 | Proposed FY 2022-23 | Projected FY 2023-24 | Projected FY 2024-25 | Projected FY 2025-26 | Projected FY 2026-27 | Projected FY 2027-28 |
|---|---|---|---|---|---|---|---|---|
| Operating Revenue | $128,102,944 | $132,648,846 | $131,605,073 | $138,265,732 | $144,241,195 | $148,467,490 | $153,240,149 | $157,974,372 |
| Transfers In | 537,023 | 705,275 | 852,919 | 688,792 | 708,209 | 728,186 | 748,740 | 769,888 |
| **Total Sources** | **$128,639,967** | **$133,354,121** | **$132,457,992** | **$138,954,524** | **$144,949,404** | **$149,195,676** | **$153,988,889** | **$158,744,260** |
| Total Operating Expenditures | $109,359,867 | $121,058,888 | $127,000,395 | $124,794,833 | $128,027,862 | $130,254,155 | $133,647,919 | $136,110,031 |
| Transfers Out | 4,189,577 | 6,294,486 | 8,218,044 | 9,895,229 | 9,914,414 | 9,948,569 | 9,961,865 | 9,985,862 |
| Capital Improvement Program | 4,367,190 | 13,577,000 | 1,897,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| Contribution to Reserves | 5,697,188 | 4,643,528 | 2,180,358 | 1,835,091 | 2,969,076 | 2,671,349 | 3,015,129 | 2,738,634 |
| **Total Uses** | **$123,613,822** | **$145,573,902** | **$139,295,797** | **$138,525,153** | **$142,911,352** | **$144,874,073** | **$148,624,913** | **$150,834,527** |
| Surplus (Shortfall) | $5,026,145 | ($12,219,781) | ($6,837,805) | $429,371 | $2,038,052 | $4,321,603 | $5,363,976 | $7,909,733 |

## Next Steps

In summary, staff will present for Council's consideration at a later date (1) creating a Long-term Obligations Funding Policy and Infrastructure Repair and Replacements Reserve Funding Policy and (2) establishing a Section 115 Pension Trust Fund with PARS.

## Conclusion

The City is on a steady financial course, but still strives to achieve long-term financial sustainability. The FY 2021-23 Financial Plan incorporates funding for long-term obligations in the areas of fleet, information technology, facilities, and Citywide CIP projects. While General Fund reserves are currently fully funded, future liabilities, increasing employee costs, and deferred infrastructure maintenance temper the City's progress. The City must remain vigilant about implementing new services or enhancing existing programs to achieve the longer-term prize – a sustainable financial future.

I appreciate the time and talents of the Executive Team, as well as managers and staff throughout the organization, who have also contributed to making this Financial Plan Update possible.

I wish to specifically acknowledge the Finance Division for their perseverance and dedication in preparing this document. I also wish to thank the City Council for their support of our workforce.

Respectfully submitted,

Marc Roberts
City Manager

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

**A RESOLUTION APPROVING THE TWO-YEAR FINANCIAL PLAN FOR FY 2021-22 AND FY 2022-23 AND ADJUSTING APPROPRIATIONS FOR FY 2020-21**

The City Manager prepared and submitted to the City Council for its review the Two-Year Financial Plan for FY 2021-22 and FY 2022-23.

The City Council provided for public comment on the Two-Year Financial Plan.

The City Council wishes to adopt the Two-Year Financial Plan and order a copy of it be filed with the City Clerk and the Administrative Services Director of the City of Livermore.

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

1. The Two-Year Financial Plan for Fiscal Years 2021-22 and 2022-23 attached hereto as Exhibit A is approved;

2. Funds in the amount of $614,750,136 are appropriated for the Two-Year Financial Plan for FY 2021-22 and FY 2022-23, including $152,456,155 for the Capital Improvement Program;

3. Fiscal Year 2020-21 appropriations are adjusted to reflect a total of $268,116,183, including $28,880,807 for the Capital Improvement Program; and,

4. Any unspent General Fund operating appropriation plus any General Fund revenue in excess of projections, up to a maximum of $2,000,000, will be contributed into the Infrastructure Repair and Replacement Reserve at the end of FY 2020-21.

On motion of Council Member Bonanno, seconded by Council Member Kiick, the foregoing resolution was passed and adopted on June 14, 2021, by the following vote:

AYES: Council Members Bonanno, Carling, Kiick, Vice Mayor Munro, and Mayor Woerner
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:
DocuSigned by:
Marie Weber
8037948268C24B8...
Marie Weber
City Clerk

APPROVED AS TO FORM:
Jason Alcala
City Attorney

Date: June 14, 2021
Exhibit A – Two-Year Financial Plan for fiscal years 2021-22 and 2022-23

# Budget Update Tables

FY 2021-22 & FY 2022-23 Budget Update

# General Fund Revenues – by Category

| General Fund | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| Property Taxes | $ 38,874,958 | $ 41,401,520 | $ 40,464,176 | $ (937,344) | $ 42,953,530 | $ 43,011,015 | $ 57,485 |
| Sales & Use Taxes | 35,441,550 | 34,094,000 | 37,550,000 | 3,456,000 | 36,500,000 | 39,047,000 | 2,547,000 |
| Franchise Taxes | 5,686,312 | 5,185,281 | 5,827,371 | 642,090 | 5,222,356 | 6,043,000 | 820,644 |
| Business License Taxes | 6,804,846 | 5,906,285 | 7,370,000 | 1,463,715 | 6,101,374 | 7,672,000 | 1,570,626 |
| Other Taxes | 3,651,054 | 4,250,000 | 5,862,930 | 1,612,930 | 5,550,000 | 6,850,800 | 1,300,800 |
| Licenses & Permits | 2,587,449 | 2,596,220 | 3,315,100 | 718,880 | 2,566,487 | 3,220,242 | 653,755 |
| Fines &Forfeitures | 395,011 | 370,000 | 345,000 | (25,000) | 380,000 | 355,000 | (25,000) |
| Use Of Money & Property | 7,952,228 | 3,830,381 | 4,075,607 | 245,226 | 3,921,943 | 3,939,280 | 17,337 |
| Intergovernmental Revenue | 15,307,657 | 16,267,460 | 17,030,373 | 762,913 | 11,602,258 | 12,364,166 | 761,908 |
| Other Taxes In Lieu | 7,990 | 7,980 | 7,980 | - | 7,980 | 7,980 | - |
| Charges For Current Svc | 7,954,985 | 8,063,192 | 8,694,048 | 630,856 | 8,299,003 | 8,608,340 | 309,337 |
| Other Revenue | 3,438,904 | 469,750 | 2,106,261 | 1,636,511 | 474,750 | 486,250 | 11,500 |
| **Total Operating Revenues** | **$ 128,102,944** | **$ 122,442,069** | **$ 132,648,846** | **$ 10,206,777** | **$ 123,579,681** | **$ 131,605,073** | **$ 8,025,392** |
| Transfers In | $ 537,023 | $ 4,278,135 | $ 705,275 | $ (3,572,860) | $ 2,132,599 | $ 852,919 | $ (1,279,680) |
| **Total Revenues** | **$ 128,639,967** | **$ 126,720,204** | **$ 133,354,121** | **$ 6,633,917** | **$ 125,712,280** | **$ 132,457,992** | **$ 6,745,712** |

## General Fund

The updated budget for General Fund operating revenue and transfers in represents increases of $6.6 million for FY 21-22 and $6.7 million for FY 22-23. The largest increase in both fiscal years was sales & use taxes of $3.5 million and $2.5 million, respectively. The two major factors influencing these increases are continued recovery from the pandemic and inflation. The increase of $1.5 million in FY 21-22 and $1.6 million in FY 22-23 in business license tax can be attributed to Sandia National Laboratory annual revenues of $1.0 million and the remainder due to recovery from the pandemic and inflation.

# General Fund Expenditures – by Department

| Department | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| City Council | $ 292,587 | $ 190,327 | $ 261,587 | $ 71,260 | $ 201,364 | $ 226,566 | $ 25,202 |
| City Manager | 2,115,420 | 2,175,705 | 2,348,260 | 172,555 | 2,181,054 | 2,896,537 | 715,483 |
| City Attorney | 1,874,129 | 2,213,568 | 2,186,599 | (26,969) | 2,179,904 | 2,178,329 | (1,575) |
| Administrative Services | 6,459,231 | 7,276,064 | 7,636,219 | 360,155 | 7,534,044 | 8,684,680 | 1,150,636 |
| Community Development | 16,807,040 | 21,936,110 | 21,267,737 | (668,373) | 17,270,648 | 20,524,616 | 3,253,968 |
| Fire | 22,758,011 | 23,822,187 | 24,041,576 | 219,389 | 24,199,167 | 25,437,560 | 1,238,393 |
| General Services | 3,040,213 | 3,569,999 | 4,411,457 | 841,458 | 3,601,224 | 3,596,673 | (4,551) |
| Innovation & Economic Development | 4,401,048 | 3,106,986 | 2,893,620 | (213,366) | 3,117,460 | 2,786,435 | (331,025) |
| Library | 5,517,721 | 6,258,888 | 6,457,670 | 198,782 | 6,331,728 | 6,870,311 | 538,583 |
| Police | 38,168,354 | 41,631,320 | 40,664,368 | (966,952) | 43,019,382 | 44,455,554 | 1,436,172 |
| Public Works | 7,926,113 | 9,082,280 | 8,889,795 | (192,485) | 8,848,326 | 9,343,134 | 494,808 |
| **Total Operating Expenditures** | **$109,359,867** | **$ 121,263,434** | **$121,058,888** | **$ (204,546)** | **$118,484,301** | **$ 127,000,395** | **$ 8,516,094** |
| Transfers Out | $ 4,189,577 | $ 6,759,479 | $ 6,294,486 | $ (464,993) | $ 9,182,168 | $ 8,218,044 | $ (964,124) |
| Capital Improvements | 4,367,190 | 14,207,000 | 13,577,000 | (630,000) | 1,090,000 | 1,897,000 | 807,000 |
| Addition to Reserves | 5,697,188 | 1,599,556 | 4,643,528 | 3,043,972 | 1,043,263 | 2,180,358 | 1,137,095 |
| **Total Expenditures** | **$123,613,822** | **$ 143,829,469** | **$145,573,902** | **$ 1,744,433** | **$129,799,732** | **$ 139,295,797** | **$ 9,496,065** |

# General Fund Expenditures – by Category

| Expense Category | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| Personnel Services | $ 33,724,109 | $ 37,319,745 | $ 36,424,489 | $ (895,256) | $ 37,828,248 | $ 40,360,639 | $ 2,532,391 |
| Supplmntl Personnel Svcs | 26,407,327 | 29,286,282 | 27,985,199 | (1,301,083) | 30,158,021 | 29,622,797 | (535,224) |
| Services & Supplies | 49,130,697 | 54,657,407 | 56,649,200 | 1,991,793 | 50,448,932 | 56,620,959 | 6,172,027 |
| Capital Outlay | 97,734 | - | - | - | 49,100 | 396,000 | 346,900 |
| **Total Operating Expenditures** | **$ 109,359,867** | **$ 121,263,434** | **$ 121,058,888** | **$ (204,546)** | **$ 118,484,301** | **$ 127,000,395** | **$ 8,516,094** |
| Transfers Out | $ 4,189,577 | $ 6,759,479 | $ 6,294,486 | $ (464,993) | $ 9,182,168 | $ 8,218,044 | $ (964,124) |
| Capital Improvement | 4,367,190 | 14,207,000 | 13,577,000 | (630,000) | 1,090,000 | 1,897,000 | 807,000 |
| Addition to Reserves | 5,697,188 | 1,599,556 | 4,643,528 | 3,043,972 | 1,043,263 | 2,180,358 | 1,137,095 |
| **Total Expenditures** | **$ 123,613,822** | **$ 143,829,469** | **$ 145,573,902** | **$ 1,744,433** | **$129,799,732** | **$ 139,295,797** | **$ 9,496,065** |

# General Fund Transfers Schedule

| Transfer From | | Transfer To | | FY 2020-21 Actual | FY 2021-22 Proposed | FY 2022-23 Proposed | |
|---|---|---|---|---|---|---|---|
| 306 | Traffic Impact Fee | 001 | General Fund | $ - | $ 62,435 | $ 63,995 | (1) |
| 331 | Dwntwn Revitlztn Fee | 001 | General Fund | - | - | 150,000 | (2) |
| 611 | Low Income Housing Fund | 001 | General Fund | 273,167 | 249,340 | 252,424 | (3) |
| 614 | Maintenance District L&LD | 001 | General Fund | 246,707 | 234,000 | 240,000 | (1) |
| 615 | Federal Grant | 001 | General Fund | 1,009 | - | - | (4) |
| 621 | BJA - Bullet Proof Vest Reimb | 001 | General Fund | 1,080 | - | - | (5) |
| 645 | CASP Cert & Training Fund | 001 | General Fund | 6,494 | 4,500 | 4,500 | (6) |
| 650 | Gas Taxes | 001 | General Fund | - | 107,000 | 109,000 | (1) |
| 671 | HHS - Federal Home Program | 001 | General Fund | 8,566 | 8,000 | 8,000 | (7) |
| 673 | Library Foundation Grant | 001 | General Fund | - | 40,000 | 25,000 | (7) |
| | | | **Total Transfers to the General Fund** | **$ 537,023** | **$ 705,275** | **$ 852,919** | |
| 001 | General Fund | 220 | Stormwater | $ 1,767,363 | $ 1,767,363 | $ 2,300,000 | (8) |
| 001 | General Fund | 417 | 2020 COPs Series B | 1,076,684 | 3,881,018 | 3,882,372 | (9) |
| 001 | General Fund | 422 | 2022 COPs Debt Service Fund | - | - | 1,325,000 | (10) |
| 001 | General Fund | 610 | Horizons | 638,749 | 450,558 | 509,258 | (6) |
| 001 | General Fund | 614 | Maintenance District L&LD | 118,985 | 195,547 | 201,414 | (11) |
| 001 | General Fund | 615 | Federal Grant | 587,797 | - | - | (12) |
| | | | **Total Transfers From the General Fund** | **$ 4,189,577** | **$ 6,294,486** | **$ 8,218,044** | |

**Description of Transfer**

(1) Administrative and Overhead Cost
(2) Principal Payment
(3) Affordable Housing Activities
(4) Refund portion of original transfer
(5) Reimburse for Federal Grants
(6) Reimburse for Expenditures
(7) Reimburse Staff Time
(8) Operating Subsidy
(9) Debt Service for 2020 COP
(10) Debt Service Expense for a new 2022 COP
(11) Downtown LMD General Benefit Transfer
(12) Transfer for COVID related expenses

# Citywide Total Revenues and Expenditures

| Fund Type | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | |
| General Fund | $ 128,639,967 | $ 126,720,204 | $ 133,354,121 | $ 6,633,917 | $ 125,712,280 | $ 132,457,992 | $ 6,745,712 |
| Enterprise | 67,081,449 | 70,655,399 | 67,710,840 | (2,944,559) | 81,564,953 | 79,996,694 | (1,568,259) |
| Capital Projects | 3,937,486 | 56,216,646 | 7,276,654 | (48,939,992) | 9,560,700 | 64,036,852 | 54,476,152 |
| Debt Service | 1,304,856 | 5,438,818 | 4,361,018 | (1,077,800) | 6,943,491 | 6,244,672 | (698,819) |
| Permanent | 186,198 | 66,244 | 66,244 | - | 66,244 | 66,244 | - |
| Special Revenue | 22,953,666 | 24,847,422 | 18,619,957 | (6,227,465) | 18,480,698 | 26,373,491 | 7,892,793 |
| Internal Service | 14,455,302 | 14,835,703 | 18,573,109 | 3,737,406 | 15,156,520 | 20,240,895 | 5,084,375 |
| **Total Revenues** | **$ 238,558,924** | **$ 298,780,436** | **$ 249,961,943** | **$ (48,818,493)** | **$ 257,484,886** | **$ 329,416,840** | **$ 71,931,954** |
| **Expenditures** | | | | | | | |
| General Fund | $ 123,613,822 | $ 143,829,469 | $ 145,573,902 | $ 1,744,433 | $ 129,799,732 | $ 139,295,797 | $ 9,496,065 |
| Enterprise | 64,376,162 | 71,106,825 | 63,374,456 | (7,732,369) | 98,994,965 | 99,619,390 | 624,425 |
| Capital Projects | 4,099,998 | 17,578,136 | 12,136,744 | (5,441,392) | 50,941,943 | 31,109,191 | (19,832,752) |
| Debt Service | 1,323,860 | 5,437,712 | 4,361,018 | (1,076,694) | 6,942,385 | 6,244,672 | (697,713) |
| Permanent | 26,321 | 26,000 | 28,000 | 2,000 | 26,000 | 28,000 | 2,000 |
| Special Revenue | 16,837,673 | 35,356,742 | 24,189,954 | (11,166,788) | 18,719,315 | 39,659,397 | 20,940,083 |
| Internal Service | 15,330,951 | 24,169,158 | 22,601,908 | (1,567,250) | 23,852,125 | 27,704,934 | 3,852,809 |
| **Total Expenditures** | **$ 225,608,787** | **$ 297,504,042** | **$ 272,265,982** | **$ (25,238,060)** | **$ 329,276,465** | **$ 343,661,381** | **$ 14,384,916** |

# Citywide Operating Revenues and Expenditures

| Fund Type | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **Operating Revenues** | | | | | | | |
| General Fund | $ 128,102,944 | $ 122,442,069 | $ 132,648,846 | $ 10,206,777 | $ 123,579,681 | $ 131,605,073 | $ 8,025,392 |
| Enterprise | 51,477,880 | 54,237,701 | 51,723,912 | (2,513,789) | 64,136,155 | 62,666,206 | (1,469,949) |
| Capital Projects | 3,504,009 | 16,313,306 | 7,276,654 | (9,036,652) | 9,560,700 | 14,036,852 | 4,476,152 |
| Debt Service | - | - | - | - | - | - | - |
| Permanent | 161,472 | 66,244 | 66,244 | - | 66,244 | 66,244 | - |
| Special Revenue | 21,545,906 | 24,306,864 | 17,457,817 | (6,849,047) | 18,051,171 | 25,662,819 | 7,611,648 |
| Internal Service | 14,455,302 | 14,835,703 | 18,573,109 | 3,737,406 | 15,156,520 | 20,240,895 | 5,084,375 |
| **Total Operating Revenues** | **$ 219,247,514** | **$ 232,201,887** | **$ 227,746,582** | **$ (4,455,305)** | **$ 230,550,471** | **$ 254,278,088** | **$ 23,727,617** |
| **Operating Expenditures** | | | | | | | |
| General Fund | $ 109,359,867 | $ 121,263,434 | $ 121,058,888 | $ (204,546) | $ 118,484,301 | $ 127,000,395 | $ 8,516,094 |
| Enterprise | 40,957,800 | 47,181,469 | 44,863,891 | (2,317,578) | 47,029,817 | 48,199,917 | 1,170,100 |
| Capital Projects | 15,751 | 1,970,135 | - | (1,970,135) | - | 2,139,835 | 2,139,835 |
| Debt Service | 1,323,860 | 5,437,712 | 4,361,018 | (1,076,694) | 6,942,385 | 6,244,672 | (697,713) |
| Permanent | 26,321 | 26,000 | 28,000 | 2,000 | 26,000 | 28,000 | 2,000 |
| Special Revenue | 10,109,079 | 18,891,689 | 16,227,142 | (2,664,547) | 9,401,059 | 16,199,784 | 6,798,726 |
| Internal Service | 14,847,949 | 20,526,134 | 21,789,604 | 1,263,470 | 20,842,125 | 24,654,934 | 3,812,809 |
| **Total Operating Expenditures** | **$ 176,640,627** | **$ 215,296,573** | **$ 208,328,543** | **$ (6,968,030)** | **$ 202,725,687** | **$ 224,467,537** | **$ 21,741,850** |

# Citywide Total Revenues by Fund

| Fund Type | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | |
| General Fund | $ 128,639,967 | $126,720,204 | $ 133,354,121 | $ 6,633,917 | $ 125,712,280 | $ 132,457,992 | $ 6,745,712 |
| **Total General Fund** | **$ 128,639,967** | **$126,720,204** | **$ 133,354,121** | **$ 6,633,917** | **$ 125,712,280** | **$ 132,457,992** | **$ 6,745,712** |
| **Enterprise Funds** | | | | | | | |
| Airport | $ 3,807,332 | $ 3,884,716 | $ 4,036,710 | $ 151,994 | $ 3,923,290 | $ 4,154,716 | $ 231,426 |
| Airport Grant | 296,157 | 430,000 | 430,000 | - | 8,145,000 | 8,145,000 | - |
| Storm Water | 2,907,114 | 3,946,175 | 3,510,538 | (435,637) | 3,951,878 | 3,851,878 | (100,000) |
| Storm Drain | 177,161 | 341,680 | 224,680 | (117,000) | 346,680 | 164,680 | (182,000) |
| FEMA Storm Reimbursement | 45,288 | 797,635 | 119,852 | (677,783) | 970,000 | 235,625 | (734,375) |
| Sewer | 25,657,689 | 27,543,847 | 27,545,347 | 1,500 | 28,936,805 | 28,936,805 | - |
| Sewer Replacement | 8,089,827 | 8,107,623 | 8,107,623 | - | 9,107,623 | 9,107,623 | - |
| Sewer Connection Fees | 2,019,585 | 2,144,589 | 682,589 | (1,462,000) | 2,078,589 | 1,462,589 | (616,000) |
| LAVWMA | 4,136,092 | 3,337,423 | 3,337,423 | - | 3,337,423 | 3,337,423 | - |
| Water | 17,747,755 | 17,577,448 | 17,549,815 | (27,633) | 18,262,402 | 18,214,092 | (48,310) |
| Water Connection Fees | 127,257 | 463,326 | 85,326 | (378,000) | 424,326 | 305,326 | (119,000) |
| Water Replacement | 2,070,192 | 2,080,937 | 2,080,937 | - | 2,080,937 | 2,080,937 | - |
| **Total Enterprise Funds** | **67,081,449** | **70,655,399** | **67,710,840** | **(2,944,559)** | **81,564,953** | **79,996,694** | **(1,568,259)** |
| **Capital Project Funds** | | | | | | | |
| Developers Deposit | $ 200,000 | $ 6,176 | $ 6,176 | $ - | $ 6,176 | $ 6,176 | $ - |
| Vasco Ace - Connector Rd | 184 | 200 | 200 | - | 200 | 200 | - |
| Traffic Impact Fee (TIF) | 606,936 | 4,688,249 | 1,795,249 | (2,893,000) | 2,649,249 | 3,095,249 | 446,000 |
| 2022 COP Construction Fund | - | 39,903,340 | - | (39,903,340) | - | 50,000,000 | 50,000,000 |
| TVTC 20% Fee | 162,971 | 1,930,162 | 265,162 | (1,665,000) | 1,426,162 | 1,215,162 | (211,000) |
| Downtown Revitlization Fee | 5,850 | 552,000 | - | (552,000) | 303,000 | 150,000 | (153,000) |
| HHS - Human Services Facilities Fee | 108,287 | 120,000 | 50,000 | (70,000) | 120,000 | 120,000 | - |
| Parking In Lieu Fee | 39,512 | - | 3,000,000 | 3,000,000 | - | - | - |
| Park Fee - AB 1600 | 1,074,143 | 4,889,571 | 832,571 | (4,057,000) | 3,676,571 | 3,632,571 | (44,000) |
| Transferable Development Credits | - | 2,780,876 | - | (2,780,876) | - | 4,447,828 | 4,447,828 |
| El Charro Infrastructure | 453,579 | 21,468 | 21,468 | - | 15,000 | 15,000 | - |
| Solid Waste & Recycling Impact Fee | 1,286,024 | 1,324,604 | 1,305,828 | (18,776) | 1,364,342 | 1,354,666 | (9,676) |
| Other Capital Projects | - | - | - | - | - | - | - |
| **Total Capital Project Funds** | **$ 3,937,486** | **$ 56,216,646** | **$ 7,276,654** | **$ (48,939,992)** | **$ 9,560,700** | **$ 64,036,852** | **$ 54,476,152** |
| **Debt Service Funds** | | | | | | | |
| 2020 COPs Series A | $ 228,171 | $ 475,600 | $ 480,000 | $ 4,400 | $ 490,850 | $ 497,300 | $ 6,450 |
| 2020 COPs Series B | 1,076,684 | 3,850,946 | 3,881,018 | 30,072 | 3,882,015 | 3,882,372 | 357 |
| 2022 COPs Debt Service | - | 1,112,272 | - | (1,112,272) | 2,570,626 | 1,865,000 | (705,626) |
| **Total Debt Service Funds** | **$ 1,304,855** | **$ 5,438,818** | **$ 4,361,018** | **$ (1,077,800)** | **$ 6,943,491** | **$ 6,244,672** | **$ (698,819)** |
| **Permanent Funds** | | | | | | | |
| Doolan Canyon Preserv Endowment | $ 186,198 | $ 66,244 | $ 66,244 | $ - | $ 66,244 | $ 66,244 | $ - |
| **Total Permanent Funds** | **$ 186,198** | **$ 66,244** | **$ 66,244** | **$ -** | **$ 66,244** | **$ 66,244** | **$ -** |

# Citywide Total Revenues by Fund (Continued)

| Fund Type | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **Special Revenue Funds** | | | | | | | |
| Host Community Impact Fee | $ 513,474 | $ 518,000 | $ 525,000 | $ 7,000 | $ 530,000 | $ 535,000 | $ 5,000 |
| City Street Sweeping | 662,303 | 681,454 | 671,801 | (9,653) | 701,882 | 696,908 | (4,974) |
| LPD - COPS Ahead AB 3229 | 220,467 | 252,725 | 222,725 | (30,000) | 282,725 | 252,725 | (30,000) |
| State Grant - HHS | - | - | 100,000 | 100,000 | - | 432,677 | 432,677 |
| State Grant | 643,291 | 693,895 | 367,500 | (326,395) | 192,395 | 1,062,075 | 869,680 |
| Public Art Fee | 87,032 | 170,000 | 170,000 | - | 190,000 | 190,000 | - |
| Housing Successor Agency | 396,800 | 149,629 | 149,629 | - | 149,629 | 149,629 | - |
| LPD - Horizons | 1,209,038 | 1,083,058 | 1,075,058 | (8,000) | 972,027 | 1,135,258 | 163,231 |
| Low Income Housing Fund | 1,201,088 | 1,207,038 | 1,264,443 | 57,405 | 1,207,038 | 1,264,443 | 57,405 |
| Alameda County - Measure D | 274,502 | 285,999 | 280,999 | (5,000) | 290,999 | 285,999 | (5,000) |
| CDBG | 772,595 | 501,353 | 1,604,384 | 1,103,031 | 692,304 | 497,459 | (194,845) |
| Landscape Maintenance District | 3,250,568 | 3,580,751 | 3,932,945 | 352,194 | 3,580,751 | 4,088,612 | 507,861 |
| Federal Grant | 1,722,017 | - | - | - | - | - | - |
| Used Oil Recycling Grant | 7,653 | 24,200 | 24,200 | - | 24,200 | 24,200 | - |
| Asset Seizure | 351,771 | 57,367 | 27,367 | (30,000) | 57,367 | 27,367 | (30,000) |
| Social Opportunity Endowment | 632 | 885 | 885 | - | 885 | 885 | - |
| BJA - Bulletproof Vest Reimb | 3,778 | 15,000 | 15,000 | - | 15,000 | 15,000 | - |
| Calhome Reuse | 252,917 | 43,200 | 55,000 | 11,800 | 43,200 | 50,000 | 6,800 |
| Local & Other Grants | 54,472 | - | - | - | 120,000 | 120,000 | - |
| CHFA Homebuyer Assistance | 2,731 | 1,100 | 1,100 | - | 1,100 | 1,100 | - |
| Mortgage Assistance | 161,683 | 15,000 | 45,000 | 30,000 | 15,000 | 45,000 | 30,000 |
| CA Beverage Container Grant | 28,296 | 22,000 | 28,000 | 6,000 | 22,000 | 22,000 | - |
| HUD Edi Special Grant Fed | 20,906 | 700 | 700 | - | 700 | 700 | - |
| LPD - Federal Grants | 46,508 | 50,634 | 160,000 | 109,366 | 72,000 | 153,629 | 81,629 |
| Calif Begin Program | - | 45,000 | - | (45,000) | 45,000 | 35,000 | (10,000) |
| Vehicle Impound Prog | 28,305 | 35,000 | 30,000 | (5,000) | 35,000 | 30,000 | (5,000) |
| Open Space Acquis & Mgmt | 9,963 | 6,160,350 | 643,830 | (5,516,520) | 10,350 | 5,560,350 | 5,550,000 |
| CASP Cert & Training Fund | 10,044 | 15,500 | 15,500 | - | 15,500 | 15,500 | - |
| Gas Taxes | 2,163,034 | 2,039,489 | 1,824,989 | (214,500) | 2,039,489 | 2,039,489 | - |
| Gas Tax - SB1 | 1,784,079 | 1,660,000 | 1,300,000 | (360,000) | 1,660,000 | 1,660,000 | - |
| Federal Street Grants | 1,277,260 | - | 104,740 | 104,740 | - | - | - |
| PEG Capital Fees | 247,107 | 220,000 | 220,000 | - | 218,000 | 250,000 | 32,000 |
| Solid Waste & Recycling | 236,486 | 244,290 | 240,128 | (4,162) | 252,352 | 249,109 | (3,243) |
| Federal Home Program | 155,158 | 139,428 | 139,419 | (9) | 139,428 | 139,500 | 72 |
| Library Donations Fund | 145,611 | 80,000 | 80,000 | - | 80,000 | 80,000 | - |
| Library Foundation Grant | 49,922 | 50,000 | 78,000 | 28,000 | 50,000 | 78,000 | 28,000 |
| MTC - TDA | - | 180,000 | - | (180,000) | 50,000 | 580,000 | 530,000 |
| Livermore's School Grant | - | 160,000 | 28,238 | (131,762) | 160,000 | - | (160,000) |
| Measure B-Bike/Pedestrian | 329,605 | 303,007 | 253,007 | (50,000) | 303,007 | 253,007 | (50,000) |
| Measure B-Local St & Rd | 1,226,019 | 1,127,948 | 907,948 | (220,000) | 1,127,948 | 907,948 | (220,000) |
| Measure B Isabel Interchange | 32,865 | - | - | - | - | - | - |
| State Street Grants | 897,288 | 640,000 | - | (640,000) | 740,000 | 1,380,000 | 640,000 |
| Local Vehicle Reg Fee | 420,962 | 401,927 | 271,927 | (130,000) | 401,927 | 301,927 | (100,000) |
| Police Donations Fund | 2,156 | 6,000 | 5,000 | (1,000) | 6,000 | 7,500 | 1,500 |
| Measure BB-Bike/Ped | 269,899 | 252,608 | 222,608 | (30,000) | 252,608 | 222,608 | (30,000) |
| Measure BB-Local St & Rd | 1,103,145 | 1,007,708 | 807,708 | (200,000) | 1,007,708 | 807,708 | (200,000) |
| El Charro Maint CFD 2012-1 | 347,631 | 438,189 | 438,189 | - | 438,189 | 438,189 | - |
| Other Maint CFD's | 323,562 | 277,946 | 277,946 | - | 277,946 | 277,946 | - |
| Surplus - AD Closeout | 9,044 | 9,044 | 9,044 | - | 9,044 | 9,044 | - |
| **Total Special Revenue Funds** | **$ 22,953,667** | **$ 24,847,422** | **$ 18,619,957** | **$ (6,227,465)** | **$ 18,480,698** | **$ 26,373,491** | **$ 7,892,793** |

# Citywide Total Revenues by Fund (Continued)

| Fund Type | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **Internal Service Funds** | | | | | | | |
| Liab Insurance Reserve | $ 3,150,000 | $ 3,150,000 | $ 4,000,000 | $ 850,000 | $ 3,150,000 | $ 4,450,000 | $ 1,300,000 |
| Risk Management-W/C Insur | 811,688 | 832,089 | 1,119,995 | 287,906 | 835,631 | 1,870,006 | 1,034,375 |
| Information Technology | 3,362,485 | 3,425,000 | 5,470,000 | 2,045,000 | 3,429,000 | 5,470,000 | 2,041,000 |
| Cyber Security | 357,515 | 520,000 | 1,115,000 | 595,000 | 520,000 | 1,115,000 | 595,000 |
| Fleet & Equipment Services | 4,423,706 | 4,747,114 | 4,706,614 | (40,500) | 4,845,889 | 4,959,889 | 114,000 |
| Facilities Rehab Program | 2,349,908 | 2,161,500 | 2,161,500 | - | 2,376,000 | 2,376,000 | - |
| **Total Internal Service Funds** | **$ 14,455,302** | **$ 14,835,703** | **$ 18,573,109** | **$ 3,737,406** | **$ 15,156,520** | **$ 20,240,895** | **$ 5,084,375** |
| **Total Revenues** | **$ 238,558,924** | **$298,780,436** | **$ 249,961,943** | **$ (48,818,493)** | **$ 257,484,886** | **$ 329,416,840** | **$ 71,931,954** |

## Special Revenue Funds

Special revenue funds are used to account for City revenues from sources that, by law or administrative action, are designated to finance particular functions or activities of government. The City has 42 Special Revenue funds that in total represent revenue budget adjustments of a decrease of $6.2 million in FY 21-22 and an increase of $7.9 million in FY 22-23. The largest contributing factor to these adjustments is a timing shift in revenue from FY 21-22 to FY 22-23 of $5.5 million in the Open Space Acquisition & Management fund for Springtown and Doolan Canyon conservation easements and $0.6 million in the State Street Grants fund for the Vasco Road/I-580 Interchange project. In FY 22-23, the State Grant fund increased by $0.9 million primarily due to a Priority Conservation Area grant for the Arroyo Road Trail project.

## Enterprise Funds

Enterprise funds account for city operations which are financed and operated in a manner similar to private enterprise. User charges and impact fees recover costs of providing service to the public. The operation categories are airport, water, sewer and storm water.

In FY 21-22, the updated revenue budget dropped by $2.9 million. The largest decrease, $1.8 million, was in water and sewer connection fee revenue. Annual growth rates for both water and sewer connection fees are subject to the cyclical nature of development and the economy. An additional decrease of $0.7 million represents an adjustment to the expected FEMA grant reimbursement for storm damage repairs.

In FY22-23, the updated revenue budget decreased by $1.6 million. As in FY 21-22, the decrease was due primarily to water/sewer connection fees and anticipated FEMA grant reimbursement that each dropped by $0.7 million.

# Citywide Total Expenditures by Fund

| Fund | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | |
| General Fund | $ 123,613,822 | $ 143,829,469 | $ 145,573,902 | $ 1,744,433 | $ 129,799,732 | $ 139,295,797 | $ 9,496,065 |
| **General Fund Total** | **$ 123,613,822** | **$ 143,829,469** | **$ 145,573,902** | **$ 1,744,433** | **$ 129,799,732** | **$ 139,295,797** | **$ 9,496,065** |
| **Enterprise** | | | | | | | |
| Airport | $ 3,460,302 | $ 4,377,309 | $ 3,931,800 | $ (445,509) | $ 4,794,834 | $ 4,981,455 | $ 186,621 |
| Airport Grant | 296,157 | 430,000 | - | (430,000) | 8,145,000 | 8,575,000 | 430,000 |
| Storm Water | 2,839,263 | 4,020,141 | 3,538,595 | (481,546) | 3,753,746 | 3,783,549 | 29,803 |
| Storm Drain | 282,939 | 54,681 | 125,024 | 70,343 | 12,206 | 11,206 | (1,000) |
| FEMA Storm Reimbursement | 576,441 | 2,725,021 | 230,000 | (2,495,021) | 970,000 | 462,635 | (507,365) |
| Sewer | 25,801,675 | 28,399,782 | 27,098,950 | (1,300,832) | 28,691,216 | 29,582,850 | 891,634 |
| Sewer Replacement | 5,756,961 | 4,526,249 | 3,113,546 | (1,412,703) | 19,720,241 | 19,638,241 | (82,000) |
| Sewer Connection Fees | 3,239,460 | 2,273,475 | 1,946,961 | (326,514) | 6,503,475 | 7,644,556 | 1,141,081 |
| LAVWMA | 3,324,490 | 3,660,481 | 3,660,481 | - | 3,763,440 | 3,763,440 | - |
| Water | 17,738,866 | 19,112,075 | 18,625,988 | (486,087) | 19,091,370 | 19,222,198 | 130,828 |
| Water Connection Fees | 199,907 | 647,358 | 299,858 | (347,500) | 837,984 | 1,121,807 | 283,823 |
| Water Replacement | 859,701 | 880,253 | 803,253 | (77,000) | 2,711,453 | 832,453 | (1,879,000) |
| **Enterprise Total** | **$ 64,376,162** | **$ 71,106,825** | **$ 63,374,456** | **$ (7,732,369)** | **$ 98,994,965** | **$ 99,619,390** | **$ 624,425** |
| **Capital Projects** | | | | | | | |
| Developers Deposit | $ 200,000 | $ - | $ - | $ - | $ - | $ - | $ - |
| Traffic Impact Fee (TIF) | 805,227 | 2,592,744 | 1,308,744 | (1,284,000) | 3,587,495 | 2,980,106 | (607,389) |
| 2022 COP Construction Fnd | - | 1,685,000 | 1,675,000 | (10,000) | 34,890,000 | 16,580,000 | (18,310,000) |
| TVTC 20% Fee | 14,534 | 2,261,000 | 1,626,000 | (635,000) | 1,521,250 | 2,536,250 | 1,015,000 |
| Downtown Revitlization Fee | - | - | - | - | - | 150,000 | 150,000 |
| HHS - Human Services Facilities Fee | 200,315 | 2,039,726 | 420,000 | (1,619,726) | - | 1,739,835 | 1,739,835 |
| Parking In Lieu Fee | - | 110,000 | 72,000 | (38,000) | 50,000 | 50,000 | - |
| Park Fee - AB 1600 | 1,346,924 | 7,905,000 | 6,485,000 | (1,420,000) | 7,490,000 | 1,998,000 | (5,492,000) |
| El Charro Infrastructure | 453,579 | 21,468 | - | (21,468) | 15,000 | - | (15,000) |
| El Charro Specific Plan | 433,477 | - | - | - | - | - | - |
| Solid Waste & Recycling Impact Fee | 642,044 | 963,198 | 550,000 | (413,198) | 3,388,198 | 5,075,000 | 1,686,802 |
| Other Capital Projects | 3,898 | - | - | - | - | - | - |
| **Capital Projects Total** | **$ 4,099,998** | **$ 17,578,136** | **$ 12,136,744** | **$ (5,441,392)** | **$ 50,941,943** | **$ 31,109,191** | **$ (19,832,752)** |
| **Debt Service** | | | | | | | |
| 2020 COPs Series A | $ 229,161 | $ 475,000 | $ 480,000 | $ 5,000 | $ 490,250 | $ 497,300 | $ 7,050 |
| 2020 COPs Series B | 1,094,699 | 3,850,440 | 3,881,018 | 30,578 | 3,881,509 | 3,882,372 | 863 |
| 2022 COPs Debt Service | - | 1,112,272 | - | (1,112,272) | 2,570,626 | 1,865,000 | (705,626) |
| **Debt Service Total** | **$ 1,323,860** | **$ 5,437,712** | **$ 4,361,018** | **$ (1,076,694)** | **$ 6,942,385** | **$ 6,244,672** | **$ (697,713)** |
| **Permanent** | | | | | | | |
| Dooln Cnyn Presrv Endwmnt | $ 26,321 | $ 26,000 | $ 28,000 | $ 2,000 | $ 26,000 | $ 28,000 | $ 2,000 |
| **Permanent Total** | **$ 26,321** | **$ 26,000** | **$ 28,000** | **$ 2,000** | **$ 26,000** | **$ 28,000** | **$ 2,000** |

## Citywide Total Expenditures by Fund (Continued)

| Fund | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-2022 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-2023 Change |
|---|---|---|---|---|---|---|---|
| **Special Revenue** | | | | | | | |
| Host Community Impact Fee | $ 268,775 | $ 506,104 | $ 500,504 | $ (5,600) | $ 521,364 | $ 527,814 | $ 6,450 |
| City Street Sweeping | 691,759 | 711,249 | 717,826 | 6,577 | 715,766 | 671,052 | (44,714) |
| LPD - COPS Ahead AB 3229 | 204,027 | 659,119 | 532,666 | (126,453) | 230,058 | 514,788 | 284,730 |
| So Livermore Valley Specific Plan | - | - | 100,000 | 100,000 | - | 240,389 | 240,389 |
| State Grant - HHS | - | - | 100,000 | 100,000 | - | 432,677 | 432,677 |
| State Grant | 648,103 | 693,885 | 366,398 | (327,487) | 192,385 | 1,058,613 | 866,228 |
| Public Art Fee | 81,218 | 421,840 | 421,840 | - | 330,393 | 330,393 | - |
| Housing Successor Agency | 1,011 | 2,458,386 | 1,000,636 | (1,457,750) | 610 | 1,458,360 | 1,457,750 |
| LPD - Horizons | 1,120,830 | 1,083,058 | 1,085,590 | 2,532 | 972,027 | 1,183,521 | 211,494 |
| Low Income Housing Fund | 1,589,801 | 7,274,256 | 7,128,940 | (145,316) | 2,006,107 | 5,308,621 | 3,302,514 |
| Alameda County - Measure D | 257,938 | 445,557 | 331,189 | (114,368) | 337,548 | 413,117 | 75,569 |
| CDBG | 830,660 | 794,105 | 977,670 | 183,565 | 691,494 | 566,917 | (124,577) |
| Landscape Maintenance District | 3,335,782 | 3,061,808 | 3,130,217 | 68,409 | 3,090,350 | 3,534,310 | 443,960 |
| Federal Grant | 1,009 | - | - | - | - | - | - |
| Used Oil Recycling Grant | 7,653 | 24,200 | 24,200 | - | 24,200 | 24,200 | - |
| Asset Seizure | 151,458 | 821,680 | 576,680 | (245,000) | 101,715 | 301,715 | 200,000 |
| Social Opportunity Endowment | 61,000 | 81,344 | 87,078 | 5,734 | 71,071 | 81,266 | 10,195 |
| BJA - Bulletproof Vest Reimb | 3,778 | 15,000 | 15,000 | - | 15,000 | 15,000 | - |
| Calhome Reuse | 59,253 | 142,952 | 63,352 | (79,600) | 81,148 | 122,474 | 41,326 |
| Local & Other Grants | 54,472 | - | - | - | - | - | - |
| CHFA Homebuyer Assistance | 111 | 305 | 305 | - | 305 | 305 | - |
| Mortgage Assistance | 3,255 | 125,575 | 65,575 | (60,000) | 125,618 | 65,618 | (60,000) |
| CA Beverage Container Grt | 28,296 | 22,000 | 28,000 | 6,000 | 22,000 | 16,000 | (6,000) |
| HUD EDI Special Grant Fed | 162 | 58,594 | 100 | (58,494) | 700 | 58,100 | 57,400 |
| LPD - Federal Grants | 113,760 | 53,815 | 116,104 | 62,289 | 60,740 | 153,150 | 92,410 |
| Calif Begin Program | 69 | 30,100 | 30,100 | - | 10,100 | 30,100 | 20,000 |
| Vehicle Impound Prog | 38,985 | 15,218 | 20,290 | 5,072 | 15,218 | 20,290 | 5,072 |
| Open Space Acquis & Mgmt | 46,782 | 23,000 | 23,000 | - | 23,000 | 23,000 | - |
| CASP Cert & Training Fund | 10,044 | 15,500 | 15,500 | - | 15,500 | 15,500 | - |
| Gas Taxes | 354,796 | 2,070,276 | 656,600 | (1,413,676) | 2,627,482 | 6,726,000 | 4,098,518 |
| Gas Tax - SB1 | 562,230 | 2,562,000 | 1,669,425 | (892,575) | 960,000 | 4,210,000 | 3,250,000 |
| Federal Street Grants | 1,382,000 | - | - | - | - | - | - |
| PEG Capital Fees | 44,739 | 102,093 | 102,093 | - | 45,772 | 45,772 | - |
| Import Mitigation | 9,000 | 49,413 | 26,843 | (22,570) | - | 21,580 | 21,580 |
| Solid Waste & Recycling | 265,279 | 273,920 | 290,127 | 16,207 | 277,310 | 295,712 | 18,402 |
| Federal Home Prgram | 146,461 | 144,813 | 156,002 | 11,189 | 144,862 | 144,782 | (80) |
| Library Donations Fund | 66,090 | 151,727 | 151,727 | - | 141,607 | 141,607 | - |
| Library Foundation Grant | 42,369 | 81,521 | 82,247 | 726 | 54,252 | 82,252 | 28,000 |
| MTC - TDA | - | 180,000 | - | (180,000) | 50,000 | 230,000 | 180,000 |
| Livermore's School Grant | - | 160,000 | 28,238 | (131,762) | 160,000 | - | (160,000) |
| Measure B-Bike/Pedestrian | 896,145 | 476,565 | 282,433 | (194,132) | 420,650 | 427,500 | 6,850 |
| Measure B-Local St & Rd | 621,848 | 2,664,625 | 1,625,575 | (1,039,050) | 1,265,625 | 1,798,425 | 532,800 |
| State Street Grants | 860,739 | 640,000 | - | (640,000) | 740,000 | 1,380,000 | 640,000 |
| Local Vehicle Reg Fee | 1,656 | 1,011,700 | 120,000 | (891,700) | 151,700 | 1,220,000 | 1,068,300 |
| Police Donations Fund | 1,134 | 21,353 | 21,353 | - | 21,361 | 21,361 | - |
| Measure BB-Bike/Ped | 604,994 | 560,300 | - | (560,300) | 280,300 | 800,000 | 519,700 |
| Measure BB-Local St & Rd | 557,541 | 2,793,375 | 570,000 | (2,223,375) | 50,725 | 2,985,000 | 2,934,275 |
| El Charro Maint CFD 2012-1 | 226,951 | 395,574 | 395,854 | 280 | 374,348 | 361,966 | (12,382) |
| Other Maint CFD's | 162,432 | 198,837 | 199,677 | 840 | 198,904 | 192,151 | (6,753) |
| Surplus - AD Closeout | 421,279 | 1,280,000 | 353,000 | (927,000) | 1,100,000 | 1,408,000 | 308,000 |
| **Special Revenue Total** | **$ 16,837,673** | **$ 35,356,742** | **$ 24,189,954** | **$ (11,166,788)** | **$ 18,719,315** | **$ 39,659,397** | **$ 20,940,083** |

## Citywide Total Expenditures by Fund (Continued)

| Fund | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-2022 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-2023 Change |
|---|---|---|---|---|---|---|---|
| **Internal Service** | | | | | | | |
| Liab Insurance Reserve | $ 2,450,601 | $ 4,130,763 | $ 4,405,538 | $ 274,775 | $ 5,035,350 | $ 5,107,611 | $ 72,261 |
| Risk Management-W/C Insur | 3,018,689 | 2,552,485 | 2,059,171 | (493,314) | 2,773,819 | 2,357,494 | (416,325) |
| Information Technology | 3,633,861 | 4,266,551 | 5,261,265 | 994,714 | 4,310,575 | 7,727,652 | 3,417,077 |
| Cyber Security | 194,973 | 638,095 | 1,054,781 | 416,686 | 641,800 | 937,340 | 295,540 |
| Fleet & Eqt Services | 3,756,412 | 6,098,415 | 6,193,800 | 95,385 | 5,294,209 | 5,576,198 | 281,989 |
| Facilities Rehab Pgm | 2,276,414 | 6,482,849 | 3,627,353 | (2,855,496) | 5,796,372 | 5,998,640 | 202,268 |
| **Internal Service Total** | **$ 15,330,951** | **$ 24,169,158** | **$ 22,601,908** | **$ (1,567,250)** | **$ 23,852,125** | **$ 27,704,934** | **$ 3,852,809** |
| **Total Expenditures** | **$ 225,608,786** | **$ 297,504,042** | **$ 272,265,982** | **$ (25,238,060)** | **$ 329,276,465** | **$ 343,661,381** | **$ 14,384,916** |

## Citywide Total Revenues by Category

| Revenue Category | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| Property Taxes | $ 42,677,735 | $ 45,545,107 | $ 44,884,410 | $ (660,697) | $ 47,097,117 | $ 47,581,049 | $ 483,932 |
| Sales & Use Taxes | 35,441,550 | 34,094,000 | 37,550,000 | 3,456,000 | 36,500,000 | 39,047,000 | 2,547,000 |
| Franchise Taxes | 5,686,312 | 5,185,281 | 5,827,371 | 642,090 | 5,222,356 | 6,043,000 | 820,644 |
| Business License Taxes | 6,814,890 | 5,921,785 | 7,385,500 | 1,463,715 | 6,116,874 | 7,687,500 | 1,570,626 |
| Other Taxes | 3,651,054 | 4,250,000 | 5,862,930 | 1,612,930 | 5,550,000 | 6,850,800 | 1,300,800 |
| Licenses & Permits | 2,587,449 | 2,596,220 | 3,315,100 | 718,880 | 2,566,487 | 3,220,242 | 653,755 |
| Fines & Forfeitures | 395,011 | 370,000 | 345,000 | (25,000) | 380,000 | 355,000 | (25,000) |
| Use of Money & Property | 9,832,200 | 5,018,404 | 5,452,654 | 434,250 | 5,111,524 | 5,260,385 | 148,861 |
| Intergovernmental Revenue | 28,144,610 | 27,780,237 | 25,598,878 | (2,181,359) | 30,827,379 | 31,807,747 | 980,368 |
| Other Taxes in Lieu | 94,921 | 177,980 | 177,980 | - | 197,980 | 197,980 | - |
| Charges for Current Svc | 55,427,931 | 71,281,818 | 65,663,813 | (5,618,005) | 66,446,991 | 76,246,338 | 9,799,347 |
| Other Revenue | 6,837,844 | 8,190,666 | 4,256,087 | (3,934,579) | 2,060,666 | 7,571,544 | 5,510,878 |
| Water Revenue | 17,708,624 | 17,701,739 | 17,298,239 | (403,500) | 18,347,366 | 18,128,366 | (219,000) |
| Airport Revenue | 3,947,382 | 4,088,650 | 4,128,620 | 39,970 | 4,125,731 | 4,281,138 | 155,407 |
| **Operating Revenue Subtotal** | **$ 219,247,514** | **$ 232,201,887** | **$ 227,746,582** | **$ (4,455,305)** | **$ 230,550,471** | **$ 254,278,088** | **$ 23,727,617** |
| Transfers In | $ 19,311,409 | $ 26,163,549 | $ 22,215,361 | $ (3,948,188) | $ 26,934,415 | $ 24,598,751 | $ (2,335,664) |
| Other Financing Sources | - | 40,415,000 | - | (40,415,000) | - | 50,540,000 | 50,540,000 |
| **Total Revenues** | **$ 238,558,923** | **$ 298,780,436** | **$ 249,961,943** | **$ (48,818,493)** | **$ 257,484,886** | **$ 329,416,839** | **$ 71,931,953** |

## Citywide Total Expenditures by Category

| Expense Category | FY 2020-21 Actual | FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|---|---|
| Personnel Services | $ 45,312,222 | $ 49,833,666 | $ 48,089,120 | $ (1,744,546) | $ 50,506,004 | $ 53,953,641 | $ 3,447,637 |
| Supplmntl Personnel Svcs | 34,747,991 | 38,700,330 | 36,821,167 | (1,879,163) | 39,868,749 | 39,263,051 | (605,698) |
| Services & Supplies | 95,035,897 | 121,848,486 | 118,642,165 | (3,206,321) | 108,436,450 | 126,170,461 | 17,734,011 |
| Capital Outlay | 1,544,518 | 4,914,091 | 4,776,091 | (138,000) | 3,914,484 | 5,080,384 | 1,165,900 |
| **Total Operating Expenditures** | **$ 176,640,627** | **$ 215,296,573** | **$ 208,328,543** | **$ (6,968,030)** | **$ 202,725,687** | **$ 224,467,537** | **$ 21,741,850** |
| Transfers Out | $ 19,311,410 | $ 26,178,549 | $ 22,215,361 | $ (3,963,188) | $ 26,934,415 | $ 24,598,751 | $ (2,335,664) |
| Capital Improvement | 23,959,561 | 54,981,364 | 37,078,550 | (17,902,814) | 98,876,100 | 92,414,735 | (6,461,365) |
| Addition to Reserves | 5,697,188 | 1,047,556 | 4,643,528 | 3,595,972 | 740,263 | 2,180,358 | 1,440,095 |
| **Total Expenditures** | **$ 225,608,786** | **$ 297,504,042** | **$ 272,265,982** | **$ (25,238,060)** | **$ 329,276,465** | **$ 343,661,381** | **$ 14,384,916** |

## Citywide Expenditures by Division – FY2021-22 Proposed Budget

| Department/Division | General Fund | Enterprise Funds | Capital Projects Funds | Debt Service Funds | Permanent Funds | Special Revenue Funds | Internal Service Funds | Total Expenditures |
|---|---|---|---|---|---|---|---|---|
| **City Council** | | | | | | | | |
| City Council | $ 261,587 | $ - | $ - | $ - | $ - | $ - | $ - | $ 261,587 |
| **City Council Total** | **$ 261,587** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 261,587** |
| **City Manager** | | | | | | | | |
| City Manager | $ 2,348,260 | $ - | $ - | $ - | $ - | $ 73,994 | $ - | $ 2,422,254 |
| **City Manager Total** | **$ 2,348,260** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 73,994** | **$ -** | **$ 2,422,254** |
| **City Attorney** | | | | | | | | |
| City Attorney | $ 2,186,599 | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,186,599 |
| Risk Management | - | - | - | - | - | - | 6,464,709 | 6,464,709 |
| **City Attorney Total** | **$ 2,186,599** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 6,464,709** | **$ 8,651,308** |
| **Administrative Services** | | | | | | | | |
| Administrative Svcs Admin | $ 625,030 | $ - | $ - | $ - | $ - | $ - | $ - | $ 625,030 |
| City Clerk | 1,785,983 | - | - | - | - | - | - | 1,785,983 |
| Cyber Security | - | - | - | - | - | - | 1,054,781 | 1,054,781 |
| Finance | 3,453,692 | - | - | - | - | 11,000 | - | 3,464,692 |
| Human Resources | 1,771,515 | - | - | - | - | - | - | 1,771,515 |
| Information Technology | - | - | - | - | - | - | 5,261,265 | 5,261,265 |
| **Administrative Services Total** | **$ 7,636,219** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 11,000** | **$ 6,316,046** | **$ 13,963,265** |
| **Community Development** | | | | | | | | |
| Building & Permits | $ 3,768,335 | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,768,335 |
| Community Development | 3,043,874 | - | - | - | - | - | - | 3,043,874 |
| Engineering | 5,207,331 | - | - | - | - | 105,000 | - | 5,312,331 |
| Housing & Human Services | 4,218,106 | - | - | - | - | 8,366,383 | - | 12,584,489 |
| Planning | 5,030,090 | - | - | - | 28,000 | 89,000 | - | 5,147,090 |
| **Community Development Total** | **$ 21,267,737** | **$ -** | **$ -** | **$ -** | **$ 28,000** | **$ 8,560,383** | **$ -** | **$ 29,856,120** |
| **Fire** | | | | | | | | |
| Fire Emergency | $ 19,219,850 | $ - | $ - | $ - | $ - | $ - | $ - | $ 19,219,850 |
| Fire Admin & Prevention | 4,821,726 | - | - | - | - | 24,200 | - | 4,845,926 |
| **Fire Total** | **$ 24,041,576** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 24,200** | **$ -** | **$ 24,065,776** |
| **Innovation & Econ Dev** | | | | | | | | |
| Innovation & Econ Dev | $ 2,893,620 | $ - | $ - | $ - | $ - | $ 296,840 | $ - | $ 3,190,460 |
| **Innovation & Econ Dev Total** | **$ 2,893,620** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 296,840** | **$ -** | **$ 3,190,460** |

## Citywide Expenditures by Division – FY2021-22 Proposed Budget (Continued)

| Department/Division | General Fund | Enterprise Funds | Capital Projects Funds | Debt Service Funds | Permanent Funds | Special Revenue Funds | Internal Service Funds | Total Expenditures |
|---|---|---|---|---|---|---|---|---|
| **Library** | | | | | | | | |
| Library | $ 6,457,670 | $ - | $ - | $ - | $ - | $ 193,974 | $ - | $ 6,651,644 |
| **Library Total** | **$ 6,457,670** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 193,974** | **$ -** | **$ 6,651,644** |
| **General Services** | | | | | | | | |
| General Services | $ 4,411,457 | $ - | $ - | $ 4,361,018 | $ - | $ - | $ - | $ 8,772,475 |
| **General Services Total** | **$ 4,411,457** | **$ -** | **$ -** | **$ 4,361,018** | **$ -** | **$ -** | **$ -** | **$ 8,772,475** |
| **Police** | | | | | | | | |
| Horizons | $ - | $ - | $ - | $ - | $ - | $ 1,085,590 | $ - | $ 1,085,590 |
| Police | 40,664,368 | - | - | - | - | 762,491 | - | 41,426,859 |
| **Police Total** | **$ 40,664,368** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 1,848,081** | **$ -** | **$ 42,512,449** |
| **Public Works** | | | | | | | | |
| Airport | $ - | $ 3,366,800 | $ - | $ - | $ - | $ - | $ - | $ 3,366,800 |
| Maintenance | 7,468,385 | - | - | - | - | 3,824,685 | 9,008,849 | 20,301,919 |
| Public Works | 1,421,409 | - | - | - | - | 1,393,985 | - | 2,815,394 |
| Sewer | - | 20,728,483 | - | - | - | - | - | 20,728,483 |
| Stormwater User | - | 3,543,767 | - | - | - | - | - | 3,543,767 |
| Water | - | 17,224,841 | - | - | - | - | - | 17,224,841 |
| **Public Works Total** | **$ 8,889,795** | **$ 44,863,891** | **$ -** | **$ -** | **$ -** | **$ 5,218,670** | **$ 9,008,849** | **$ 67,981,204** |
| **Total Operating Expenditures** | **$ 121,058,888** | **$ 44,863,891** | **$ -** | **$ 4,361,018** | **$ 28,000** | **$ 16,227,142** | **$ 21,789,604** | **$ 208,328,543** |
| Transfers Out | $ 6,294,486 | $ 14,219,565 | $ 62,435 | $ - | $ - | $ 1,638,875 | $ - | $ 22,215,361 |
| Capital Improvements | 13,577,000 | 4,291,000 | 12,074,309 | - | - | 6,323,937 | 812,304 | 37,078,550 |
| Addition to Reserves | 4,643,528 | - | - | - | - | - | - | 4,643,528 |
| **Total Expenditures** | **$ 145,573,902** | **$ 63,374,456** | **$ 12,136,744** | **$ 4,361,018** | **$ 28,000** | **$ 24,189,954** | **$ 22,601,908** | **$ 272,265,982** |

## Citywide Expenditures by Division – FY2022-23 Proposed Budget

| Department/Division | General Fund | Enterprise Funds | Capital Projects Funds | Debt Service Funds | Permanent Funds | Special Revenue Funds | Internal Service Funds | Total Expenditures |
|---|---|---|---|---|---|---|---|---|
| **City Council** | | | | | | | | |
| City Council | $ 226,566 | $ - | $ - | $ - | $ - | $ - | $ - | $ 226,566 |
| **City Council Total** | **$ 226,566** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 226,566** |
| **City Manager** | | | | | | | | |
| City Manager | $ 2,896,537 | $ - | $ - | $ - | $ - | $ 45,772 | $ - | $ 2,942,309 |
| **City Manager Total** | **$ 2,896,537** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 45,772** | **$ -** | **$ 2,942,309** |
| **City Attorney** | | | | | | | | |
| City Attorney | $ 2,178,329 | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,178,329 |
| Risk Management | - | - | - | - | - | - | 7,465,105 | 7,465,105 |
| **City Attorney Total** | **$ 2,178,329** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 7,465,105** | **$ 9,643,435** |
| **Administrative Services** | | | | | | | | |
| Administrative Svcs Admin | $ 652,905 | $ - | $ - | $ - | $ - | $ - | $ - | $ 652,905 |
| City Clerk | 2,054,102 | - | - | - | - | - | - | 2,054,102 |
| Cyber Security | - | - | - | - | - | - | 937,340 | 937,340 |
| Finance | 4,164,245 | - | - | - | - | 11,000 | - | 4,175,245 |
| Human Resources | 1,813,427 | - | - | - | - | - | - | 1,813,427 |
| Information Technology | - | - | - | - | - | - | 7,727,652 | 7,727,652 |
| **Administrative Services Total** | **$ 8,684,680** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 11,000** | **$ 8,664,991** | **$ 17,360,671** |
| **Community Development** | | | | | | | | |
| Building & Permits | $ 4,347,783 | $ - | $ - | $ - | $ - | $ - | $ - | $ 4,347,783 |
| Community Development | 1,212,608 | - | - | - | - | - | - | 1,212,608 |
| Engineering | 5,718,762 | - | 400,000 | - | - | 162,000 | - | 6,280,762 |
| Housing & Human Services | 3,294,461 | - | 1,739,835 | - | - | 7,653,796 | - | 12,688,092 |
| Planning | 5,951,001 | - | - | - | 28,000 | 155,000 | - | 6,134,001 |
| **Community Development Total** | **$ 20,524,616** | **$ -** | **$ 2,139,835** | **$ -** | **$ 28,000** | **$ 7,970,796** | **$ -** | **$ 30,663,247** |
| **Fire** | | | | | | | | |
| Fire Emergency | $ 20,375,190 | $ - | $ - | $ - | $ - | $ - | $ - | $ 20,375,190 |
| Fire Admin & Prevention | 5,062,370 | - | - | - | - | 24,200 | - | 5,086,570 |
| **Fire Total** | **$ 25,437,560** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 24,200** | **$ -** | **$ 25,461,760** |
| **Innovation & Econ Dev** | | | | | | | | |
| Innovation & Econ Dev | $ 2,786,435 | $ - | $ - | $ - | $ - | $ 205,393 | $ - | $ 2,991,828 |
| **Innovation & Econ Dev Total** | **$ 2,786,435** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 205,393** | **$ -** | **$ 2,991,828** |

## Citywide Expenditures by Division – FY2022-23 Proposed Budget (Continued)

| Department/Division | General Fund | Enterprise Funds | Capital Projects Funds | Debt Service Funds | Permanent Funds | Special Revenue Funds | Internal Service Funds | Total Expenditures |
|---|---|---|---|---|---|---|---|---|
| **Library** | | | | | | | | |
| Library | $ 6,870,311 | $ - | $ - | $ - | $ - | $ 198,859 | $ - | $ 7,069,170 |
| **Library Total** | **$ 6,870,311** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 198,859** | **$ -** | **$ 7,069,170** |
| **General Services** | | | | | | | | |
| General Services | $ 3,596,673 | $ - | $ - | $ 6,244,672 | $ - | $ - | $ - | $ 9,841,345 |
| **General Services Total** | **$ 3,596,673** | **$ -** | **$ -** | **$ 6,244,672** | **$ -** | **$ -** | **$ -** | **$ 9,841,345** |
| **Police** | | | | | | | | |
| Horizons | $ - | $ - | $ - | $ - | $ - | $ 1,183,521 | $ - | $ 1,183,521 |
| Police | 44,455,554 | - | - | - | - | 847,341 | - | 45,302,895 |
| **Police Total** | **$ 44,455,554** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 2,030,862** | **$ -** | **$ 46,486,416** |
| **Public Works** | | | | | | | | |
| Airport | $ - | $ 3,562,105 | $ - | $ - | $ - | $ - | $ - | $ 3,562,105 |
| Maintenance | 7,679,703 | - | - | - | - | 4,295,441 | 8,524,838 | 20,499,981 |
| Public Works | 1,663,431 | - | - | - | - | 1,417,461 | - | 3,080,892 |
| Sewer | - | 22,985,632 | - | - | - | - | - | 22,985,632 |
| Stormwater User | - | 3,659,130 | - | - | - | - | - | 3,659,130 |
| Water | - | 17,993,050 | - | - | - | - | - | 17,993,050 |
| **Public Works Total** | **$ 9,343,134** | **$ 48,199,917** | **$ -** | **$ -** | **$ -** | **$ 5,712,902** | **$ 8,524,838** | **$ 71,780,791** |
| **Total Operating Expenditures** | **$ 127,000,395** | **$ 48,199,917** | **$ 2,139,835** | **$ 6,244,672** | **$ 28,000** | **$ 16,199,784** | **$ 24,654,934** | **$ 224,467,537** |
| Transfers Out | $ 8,218,044 | $ 15,030,488 | $ 213,995 | $ - | $ - | $ 1,136,224 | $ - | $ 24,598,751 |
| Capital Improvements | 1,897,000 | 36,388,985 | 28,755,361 | - | - | 22,323,389 | 3,050,000 | 92,414,735 |
| Addition to Reserves | 2,180,358 | - | - | - | - | - | - | 2,180,358 |
| **Total Expenditures** | **$ 139,295,797** | **$ 99,619,390** | **$ 31,109,191** | **$ 6,244,672** | **$ 28,000** | **$ 39,659,397** | **$ 27,704,934** | **$ 343,661,381** |

# Citywide Transfers Schedule

| Transfer From | | Transfer To | | FY 2020-21 Actual | FY 2021-22 Proposed | FY 2022-23 Proposed | |
|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | |
| 001 | General Fund | 220 | Stormwater | $ 1,767,363 | $ 1,767,363 | $ 2,300,000 | (1) |
| 001 | General Fund | 417 | 2020 COPs Series B | 1,076,684 | 3,881,018 | 3,882,372 | (2) |
| 001 | General Fund | 422 | 2022 COPs Debt Service Fund | - | - | 1,325,000 | (3) |
| 001 | General Fund | 610 | Horizons | 638,749 | 450,558 | 509,258 | (1) |
| 001 | General Fund | 614 | Maintenance District L&LD | 118,985 | 195,547 | 201,414 | (4) |
| 001 | General Fund | 615 | Federal Grant | 587,797 | - | - | (5) |
| | | | **Total Transfers From General Fund** | **$ 4,189,577** | **$ 6,294,486** | **$ 8,218,044** | |
| **Enterprise Funds** | | | | | | | |
| 210 | Airport | 212 | Airport Grant | $ 15,822 | $ - | $ - | (6) |
| 220 | Stormwater | 222 | FEMA Storm Reimbursement | 5,590 | 49,852 | 60,625 | (7) |
| 230 | Sewer | 220 | Stormwater | - | 600,000 | 400,000 | (8) |
| 230 | Sewer | 239 | Water Resources Replcmt | 8,000,000 | 8,000,000 | 9,000,000 | (9) |
| 230 | Sewer | 242 | LAVWMA | 2,500,000 | 2,000,000 | 2,000,000 | (10) |
| 241 | Sewer Connection Fees | 242 | LAVWMA | 1,253,788 | 1,328,455 | 1,328,455 | (10) |
| 250 | Water | 259 | Water Replacement | 2,000,000 | 2,000,000 | 2,000,000 | (9) |
| 251 | Water Connection Fees | 250 | Water | 61,006 | 241,258 | 241,408 | (2) |
| | | | **Total Transfers From Enterprise Funds** | **$ 13,836,206** | **$ 14,219,565** | **$ 15,030,488** | |
| **Capital Improvement Funds** | | | | | | | |
| 306 | Traffic Impact Fee | 001 | General Fund | $ - | $ 62,435 | $ 63,995 | (11) |
| 331 | Dwntwn Revitlztn Fee | 001 | General Fund | - | - | 150,000 | (12) |
| 341 | El Charro Developer Fees | 340 | El Charro Infrastructure | 433,477 | - | - | (13) |
| | | | **Total Transfers from Capital Improvement Funds** | **$ 433,477** | **$ 62,435** | **$ 213,995** | |
| **Special Revenue Funds** | | | | | | | |
| 600 | Host Community Impact Fee | 416 | 2020 COPs Series A | $ 228,171 | $ 480,000 | $ 497,300 | (2) |
| 611 | Low Income Housing Fund | 001 | General Fund | 273,167 | 249,340 | 252,424 | (14) |
| 611 | Low Income Housing Fund | 613 | HHS-HCD CDBG | - | 516,035 | - | (15) |
| 614 | Maintenance District L&LD | 001 | General Fund | 246,707 | 234,000 | 240,000 | (11) |
| 615 | Federal Grant | 001 | General Fund | 1,009 | - | - | (16) |
| 621 | BJA - Bullet Proof Vest Reimb | 001 | General Fund | 1,080 | - | - | (17) |
| 642 | Open Space Acquis & Mgmt | 500 | Doolan Canyon Presrve Endwmnt | 24,725 | - | - | (18) |
| 645 | CASP Cert & Training Fund | 001 | General Fund | 6,494 | 4,500 | 4,500 | (13) |
| 650 | Gas Taxes | 001 | General Fund | - | 107,000 | 109,000 | (11) |
| 651 | Gas Tax - SB1 | 650 | Gas Taxes | 62,230 | | | (19) |
| 671 | HHS - Federal Home Program | 001 | General Fund | 8,566 | 8,000 | 8,000 | (20) |
| 673 | Library Foundation Grant | 001 | General Fund | - | 40,000 | 25,000 | (20) |
| | | | **Total Transfers from Special Revenue Funds** | **$ 852,149** | **$ 1,638,875** | **$ 1,136,224** | |
| | | | **Total Transfers Out** | **$ 19,311,409** | **$ 22,215,361** | **$ 24,598,751** | |

**Description of Transfer**

(1) Operating Subsidy
(2) Debt Service for 2020 COP
(3) Debt Service Expense for a new 2022 COP
(4) Downtown LMD General Benefit Transfer
(5) Transfer for COVID related expenses
(6) 10% Match for Federal Grants
(7) 25% Match for FEMA Grant
(8) To eliminate Stormwater fund balance deficit
(9) Annual Replacement Contribution
(10) Debt Service LAVWMA Bonds

**Description of Transfer**

(11) Administrative and Overhead Cost
(12) Principal Payment
(13) Reimburse for Expenditures
(14) Affordable Housing Activities
(15) Loan Payoff to HUD
(16) Refund portion of original transfer
(17) Reimburse for Federal Grants
(18) Annual Reporting Requirements
(19) Transfer to correct fund receipts
(20) Reimburse Staff Time

# Projected Fund Balances FY 2021-22

| Fund Name | Beginning Fund Balance FY 2021-22 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2021-22 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | | | | | |
| General Fund | $ 26,273,570 | $ 132,648,846 | $ 705,275 | $ - | $ 159,627,691 | $ 121,058,888 | $ 13,577,000 | $ 6,294,486 | $ 4,643,528 | $ 145,573,902 | $ 14,053,789 |
| **General Fund Total** | **$ 26,273,570** | **$ 132,648,846** | **$ 705,275** | **$ -** | **$ 159,627,691** | **$ 121,058,888** | **$ 13,577,000** | **$ 6,294,486** | **$ 4,643,528** | **$ 145,573,902** | **$ 14,053,789** |
| **Enterprise Funds** | | | | | | | | | | | |
| Airport | $ 5,457,827 | $ 4,036,710 | $ - | $ - | $ 9,494,537 | $ 3,366,800 | $ 565,000 | $ - | $ - | $ 3,931,800 | $ 5,562,737 |
| Airport Grant | - | 430,000 | - | - | 430,000 | - | - | - | - | - | 430,000 |
| Storm Water | 162,308 | 1,143,175 | 2,367,363 | - | 3,672,846 | 3,418,743 | 70,000 | 49,852 | - | 3,538,595 | 134,251 |
| Storm Drain | 7,018,889 | 224,680 | - | - | 7,243,569 | 125,024 | - | - | - | 125,024 | 7,118,545 |
| FEMA Storm Reimbursement | 2,617,834 | 70,000 | 49,852 | - | 2,737,686 | - | 230,000 | - | - | 230,000 | 2,507,686 |
| Sewer | 19,593,144 | 27,545,347 | - | - | 47,138,491 | 16,498,950 | - | 10,600,000 | - | 27,098,950 | 20,039,541 |
| Sewer Replacement | 30,395,733 | 107,623 | 8,000,000 | - | 38,503,356 | 516,546 | 2,597,000 | - | - | 3,113,546 | 35,389,810 |
| Sewer Connection Fees | 14,059,911 | 682,589 | - | - | 14,742,500 | 52,506 | 566,000 | 1,328,455 | - | 1,946,961 | 12,795,539 |
| LAVWMA | 5,279,130 | 8,968 | 3,328,455 | - | 8,616,553 | 3,660,481 | - | - | - | 3,660,481 | 4,956,072 |
| Water | 10,649,060 | 17,308,557 | 241,258 | - | 28,198,875 | 16,625,988 | - | 2,000,000 | - | 18,625,988 | 9,572,887 |
| Water Connection Fees | 1,263,410 | 85,326 | - | - | 1,348,736 | 8,600 | 50,000 | 241,258 | - | 299,858 | 1,048,878 |
| Water Replacement | 21,809,995 | 80,937 | 2,000,000 | - | 23,890,932 | 590,253 | 213,000 | - | - | 803,253 | 23,087,679 |
| **Enterprise Funds Total** | **$ 118,307,241** | **$ 51,723,912** | **$ 15,986,928** | **$ -** | **$ 186,018,081** | **$ 44,863,891** | **$ 4,291,000** | **$ 14,219,565** | **$ -** | **$ 63,374,456** | **$ 122,643,625** |
| **Capital Projects** | | | | | | | | | | | |
| Developers Deposit | $ - | $ 6,176 | $ - | $ - | $ 6,176 | $ - | $ - | $ - | $ - | $ - | $ 6,176 |
| Vasco Ace - Connector Rd | 69,145 | 200 | - | - | 69,345 | - | - | - | - | - | 69,345 |
| Traffic Impact Fee (TIF) | 23,419,899 | 1,795,249 | - | - | 25,215,148 | - | 1,246,309 | 62,435 | - | 1,308,744 | 23,906,404 |
| 2022 COP Construction Fund | - | - | - | - | - | - | 1,675,000 | - | - | 1,675,000 | (1,675,000) |
| TVTC 20% Fee | 3,878,759 | 265,162 | - | - | 4,143,921 | - | 1,626,000 | - | - | 1,626,000 | 2,517,921 |
| Isabel / I-580 Interchange | - | - | - | - | - | - | - | - | - | - | - |
| Downtown Revitlization Fee | (3,874,396) | - | - | - | (3,874,396) | - | - | - | - | - | (3,874,396) |
| HHS - Human Services Fac. Fee | 2,584,411 | 50,000 | - | - | 2,634,411 | - | 420,000 | - | - | 420,000 | 2,214,411 |
| Parking In Lieu Fee | 162,065 | 3,000,000 | - | - | 3,162,065 | - | 72,000 | - | - | 72,000 | 3,090,065 |
| Former Rte 84-Repair Funds | - | - | - | - | - | - | - | - | - | - | - |
| Park Fee - AB1600 | 7,712,466 | 832,571 | - | - | 8,545,037 | - | 6,485,000 | - | - | 6,485,000 | 2,060,037 |
| Transferable Dev. Credits | 14,557,752 | - | - | - | 14,557,752 | - | - | - | - | - | 14,557,752 |
| El Charro Infrastructure | - | 21,468 | - | - | 21,468 | - | - | - | - | - | 21,468 |
| El Charro Specific Plan | 33,849 | - | - | - | 33,849 | - | - | - | - | - | 33,849 |
| SW & Rec Impact Fee | 3,491,739 | 1,305,828 | - | - | 4,797,567 | - | 550,000 | - | - | 550,000 | 4,247,567 |
| **Capital Projects Total** | **$ 52,035,689** | **$ 7,276,654** | **$ -** | **$ -** | **$ 59,312,343** | **$ -** | **$ 12,074,309** | **$ 62,435** | **$ -** | **$ 12,136,744** | **$ 47,175,599** |
| **Debt Service** | | | | | | | | | | | |
| 2020 COPs Series A | $ - | $ - | $ 480,000 | $ - | $ 480,000 | $ 480,000 | $ - | $ - | $ - | $ 480,000 | $ - |
| 2020 COPs Series B | - | - | 3,881,018 | - | 3,881,018 | 3,881,018 | - | - | - | 3,881,018 | - |
| 2022 COPs Debt Service | - | - | - | - | - | - | - | - | - | - | - |
| **Debt Service Total** | **$ -** | **$ -** | **$ 4,361,018** | **$ -** | **$ 4,361,018** | **$ 4,361,018** | **$ -** | **$ -** | **$ -** | **$ 4,361,018** | **$ -** |
| **Permanent Funds** | | | | | | | | | | | |
| Doolan Canyon Pres. Endow. | $ 692,717 | $ 66,244 | $ - | $ - | $ 758,961 | $ 28,000 | $ - | $ - | $ - | $ 28,000 | $ 730,961 |
| **Permanent Funds Total** | **$ 692,717** | **$ 66,244** | **$ -** | **$ -** | **$ 758,961** | **$ 28,000** | **$ -** | **$ -** | **$ -** | **$ 28,000** | **$ 730,961** |

# Projected Fund Balances FY 2021-22 (Continued)

| Fund Name | Beginning Fund Balance FY 2021-22 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2021-22 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Special Revenue Funds** | | | | | | | | | | | |
| Host Community Impact Fee | $ 1,345,373 | $ 525,000 | $ - | $ - | $ 1,870,373 | $ 20,504 | $ - | $ 480,000 | $ - | $ 500,504 | $ 1,369,869 |
| City Street Sweeping | 101,833 | 671,801 | - | - | 773,634 | 717,826 | - | - | - | 717,826 | 55,808 |
| LPD - COPS Ahead AB 3229 | 622,751 | 222,725 | - | - | 845,476 | 187,666 | 345,000 | - | - | 532,666 | 312,810 |
| So Livermore Valley Specific Plan | 340,389 | - | - | - | 340,389 | - | 100,000 | - | - | 100,000 | 240,389 |
| State Grant - HHS | - | 100,000 | - | - | 100,000 | 100,000 | - | - | - | 100,000 | - |
| State Grant | 270 | 367,500 | - | - | 367,770 | 266,398 | 100,000 | - | - | 366,398 | 1,372 |
| Public Art Fee | 840,635 | 170,000 | - | - | 1,010,635 | 296,840 | 125,000 | - | - | 421,840 | 588,795 |
| Housing Successor Agency | 3,360,352 | 149,629 | - | - | 3,509,981 | 1,000,636 | - | - | - | 1,000,636 | 2,509,345 |
| LPD - Horizons | 91,564 | 624,500 | 450,558 | - | 1,166,622 | 1,085,590 | - | - | - | 1,085,590 | 81,032 |
| Low Income Housing Fund | 19,362,918 | 1,264,443 | - | - | 20,627,361 | 5,893,565 | 470,000 | 765,375 | - | 7,128,940 | 13,498,421 |
| Alameda County - Measure D | 305,311 | 280,999 | - | - | 586,310 | 331,189 | - | - | - | 331,189 | 255,121 |
| CDBG | 474,379 | 1,088,349 | 516,035 | - | 2,078,763 | 977,670 | - | - | - | 977,670 | 1,101,093 |
| Landscape Maintenance District | 8,614,182 | 3,737,398 | 195,547 | - | 12,547,127 | 2,896,217 | - | 234,000 | - | 3,130,217 | 9,416,910 |
| Federal Grant | - | - | - | - | - | - | - | - | - | - | - |
| Used Oil Recycling Grant | - | 24,200 | - | - | 24,200 | 24,200 | - | - | - | 24,200 | - |
| Asset Seizure | 1,399,709 | 27,367 | - | - | 1,427,076 | 201,680 | 375,000 | - | - | 576,680 | 850,396 |
| Social Opportunity Endowment | 170,789 | 885 | - | - | 171,674 | 87,078 | - | - | - | 87,078 | 84,596 |
| BJA - Bulletproof Vest Reimb | - | 15,000 | - | - | 15,000 | 15,000 | - | - | - | 15,000 | - |
| Calhome Reuse | 431,211 | 55,000 | - | - | 486,211 | 63,352 | - | - | - | 63,352 | 422,859 |
| Local & Other Grants | - | - | - | - | - | - | - | - | - | - | - |
| CHFA Homebuyer Assistance | 57,700 | 1,100 | - | - | 58,800 | 305 | - | - | - | 305 | 58,495 |
| Mortgage Assitance | 1,223,796 | 45,000 | - | - | 1,268,796 | 65,575 | - | - | - | 65,575 | 1,203,221 |
| Ca Beverage Container Grant | - | 28,000 | - | - | 28,000 | 28,000 | - | - | - | 28,000 | - |
| HUD EDI Special Grant Fed | 98,037 | 700 | - | - | 98,737 | 100 | - | - | - | 100 | 98,637 |
| LPD - Federal Grants | (24,442) | 160,000 | - | - | 135,558 | 116,104 | - | - | - | 116,104 | 19,454 |
| Calif Begin Program | 60,653 | - | - | - | 60,653 | 30,100 | - | - | - | 30,100 | 30,553 |
| Vehicle Impound Program | 143,161 | 30,000 | - | - | 173,161 | 20,290 | - | - | - | 20,290 | 152,871 |
| Open Space Acquis & Mgmt | 2,561,124 | 643,830 | - | - | 3,204,954 | 23,000 | - | - | - | 23,000 | 3,181,954 |
| CASP Cert & Training Fund | - | 15,500 | - | - | 15,500 | 11,000 | - | 4,500 | - | 15,500 | - |
| Gas Taxes | 6,225,858 | 1,824,989 | - | - | 8,050,847 | 55,000 | 494,600 | 107,000 | - | 656,600 | 7,394,247 |
| Gas Tax - SB1 | 3,281,078 | 1,300,000 | - | - | 4,581,078 | - | 1,669,425 | - | - | 1,669,425 | 2,911,653 |
| Federal Street Grants | (104,740) | 104,740 | - | - | - | - | - | - | - | - | - |
| PEG Capital Fees | 1,065,783 | 220,000 | - | - | 1,285,783 | 45,756 | 56,337 | - | - | 102,093 | 1,183,690 |
| Import Mitigation | 49,570 | - | - | - | 49,570 | 26,843 | - | - | - | 26,843 | 22,727 |
| Solid Waste & Recycling | 116,189 | 240,128 | - | - | 356,317 | 290,127 | - | - | - | 290,127 | 66,190 |
| Federal Home Prgram | 58,739 | 139,419 | - | - | 198,158 | 148,002 | - | 8,000 | - | 156,002 | 42,156 |
| Library Donations Fund | 298,580 | 80,000 | - | - | 378,580 | 151,727 | - | - | - | 151,727 | 226,853 |
| Library Foundation Grant | 77,579 | 78,000 | - | - | 155,579 | 42,247 | - | 40,000 | - | 82,247 | 73,332 |
| MTC - TDA | - | - | - | - | - | - | - | - | - | - | - |
| Livermore's School Grant | - | 28,238 | - | - | 28,238 | 28,238 | - | - | - | 28,238 | - |
| Measure B-Bike/Pedestrian | 374,306 | 253,007 | - | - | 627,313 | 217,433 | 65,000 | - | - | 282,433 | 344,880 |
| Measure B-Local St & Rd | 2,484,636 | 907,948 | - | - | 3,392,584 | 95,000 | 1,530,575 | - | - | 1,625,575 | 1,767,009 |
| Measure B Isabel Interchange | 32,865 | - | - | - | 32,865 | - | - | - | - | - | 32,865 |
| State Street Grants | - | - | - | - | - | - | - | - | - | - | - |
| Local Vehicle Reg Fee | 834,809 | 271,927 | - | - | 1,106,736 | - | 120,000 | - | - | 120,000 | 986,736 |
| Police Donations Fund | 47,845 | 5,000 | - | - | 52,845 | 21,353 | - | - | - | 21,353 | 31,492 |
| Measure BB-Bike/Ped | 474,453 | 222,608 | - | - | 697,061 | - | - | - | - | - | 697,061 |
| Measure BB-Local St & Rd | 2,386,744 | 807,708 | - | - | 3,194,452 | 50,000 | 520,000 | - | - | 570,000 | 2,624,452 |
| El Charro Maint CFD 2012-1 | 2,017,218 | 438,189 | - | - | 2,455,407 | 395,854 | - | - | - | 395,854 | 2,059,553 |
| Other Maint CFD's | 1,497,361 | 277,946 | - | - | 1,775,307 | 199,677 | - | - | - | 199,677 | 1,575,630 |
| Surplus - AD Closeout | 2,349,218 | 9,044 | - | - | 2,358,262 | - | 353,000 | - | - | 353,000 | 2,005,262 |
| **Special Revenue Funds Total** | **$ 65,149,786** | **$ 17,457,817** | **$ 1,162,140** | **$ -** | **$ 83,769,743** | **$ 16,227,142** | **$ 6,323,937** | **$ 1,638,875** | **$ -** | **$ 24,189,954** | **$ 59,579,789** |

## Projected Fund Balances FY 2021-22 (Continued)

| Fund Name | Beginning Fund Balance FY 2021-22 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2021-22 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Internal Services** | | | | | | | | | | | |
| Liab Insurance Reserve | $ 2,201,619 | $ 4,000,000 | $ - | $ - | $ 6,201,619 | $ 4,405,538 | $ - | $ - | $ - | $ 4,405,538 | $ 1,796,081 |
| Workers Comp Insurance | 2,232,720 | 1,119,995 | - | - | 3,352,715 | 2,059,171 | - | - | - | 2,059,171 | 1,293,544 |
| Information Technology | 2,867,921 | 5,470,000 | - | - | 8,337,921 | 5,261,265 | - | - | - | 5,261,265 | 3,076,656 |
| Cyber Security | (39,903) | 1,115,000 | - | - | 1,075,097 | 1,054,781 | - | - | - | 1,054,781 | 20,316 |
| Fleet & Equipment Services | 9,858,375 | 4,706,614 | - | - | 14,564,989 | 6,193,800 | - | - | - | 6,193,800 | 8,371,189 |
| Facilities Rehab Program | 10,793,005 | 2,161,500 | - | - | 12,954,505 | 2,815,049 | 812,304 | - | - | 3,627,353 | 9,327,152 |
| **Internal Services Total** | **$ 27,913,737** | **$ 18,573,109** | **$ -** | **$ -** | **$ 46,486,846** | **$ 21,789,604** | **$ 812,304** | **$ -** | **$ -** | **$ 22,601,908** | **$ 23,884,938** |
| **Grand Total** | **$ 290,372,740** | **$ 227,746,582** | **$ 22,215,361** | **$ -** | **$ 540,334,683** | **$ 208,328,543** | **$ 37,078,550** | **$ 22,215,361** | **$ 4,643,528** | **$ 272,265,982** | **$ 268,068,701** |

# Projected Fund Balances FY 2022-23

| Fund Name | Beginning Fund Balance FY 2022-23 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2022-23 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **General Fund** | | | | | | | | | | | |
| General Fund | $ 14,053,789 | $ 131,605,073 | $ 852,919 | $ - | $ 146,511,781 | $ 127,000,395 | $ 1,897,000 | $ 8,218,044 | $ 2,180,358 | $ 139,295,797 | $ 7,215,984 |
| **General Fund Total** | **$ 14,053,789** | **$ 131,605,073** | **$ 852,919** | **$ -** | **$ 146,511,781** | **$ 127,000,395** | **$ 1,897,000** | **$ 8,218,044** | **$ 2,180,358** | **$ 139,295,797** | **$ 7,215,984** |
| **Enterprise Funds** | | | | | | | | | | | |
| Airport | $ 5,562,737 | $ 4,154,716 | $ - | $ - | $ 9,717,453 | $ 3,562,105 | $ 1,419,350 | $ - | $ - | $ 4,981,455 | $ 4,735,998 |
| Airport Grant | 430,000 | 8,145,000 | - | - | 8,575,000 | - | 8,575,000 | - | - | 8,575,000 | - |
| Storm Water | 134,251 | 1,151,878 | 2,700,000 | - | 3,986,129 | 3,647,924 | 75,000 | 60,625 | - | 3,783,549 | 202,579 |
| Storm Drain | 7,118,545 | 164,680 | - | - | 7,283,225 | 11,206 | - | - | - | 11,206 | 7,272,019 |
| FEMA Storm Reimbursement | 2,507,686 | 175,000 | 60,625 | - | 2,743,311 | - | 462,635 | - | - | 462,635 | 2,280,676 |
| Sewer | 20,039,541 | 28,936,805 | - | - | 48,976,346 | 18,182,850 | - | 11,400,000 | - | 29,582,850 | 19,393,496 |
| Sewer Replacement | 35,389,810 | 107,623 | 9,000,000 | - | 44,497,433 | 978,241 | 18,660,000 | - | - | 19,638,241 | 24,859,192 |
| Sewer Connection Fees | 12,795,539 | 1,462,589 | - | - | 14,258,128 | 61,101 | 6,255,000 | 1,328,455 | - | 7,644,556 | 6,613,572 |
| LAVWMA | 4,956,072 | 8,968 | 3,328,455 | - | 8,293,495 | 3,763,440 | - | - | - | 3,763,440 | 4,530,055 |
| Water | 9,572,887 | 17,972,684 | 241,408 | - | 27,786,979 | 17,222,198 | - | 2,000,000 | - | 19,222,198 | 8,564,782 |
| Water Connection Fees | 1,048,878 | 305,326 | - | - | 1,354,204 | 180,399 | 700,000 | 241,408 | - | 1,121,807 | 232,397 |
| Water Replacement | 23,087,679 | 80,937 | 2,000,000 | - | 25,168,616 | 590,453 | 242,000 | - | - | 832,453 | 24,336,163 |
| **Enterprise Funds Total** | **$ 122,643,625** | **$ 62,666,206** | **$ 17,330,488** | **$ -** | **$ 202,640,319** | **$ 48,199,917** | **$ 36,388,985** | **$ 15,030,488** | **$ -** | **$ 99,619,390** | **$ 103,020,929** |
| **Capital Projects** | | | | | | | | | | | |
| Developers Deposit | $ 6,176 | $ 6,176 | $ - | $ - | $ 12,352 | $ - | $ - | $ - | $ - | $ - | $ 12,352 |
| Vasco Ace - Connector Rd | 69,345 | 200 | - | - | 69,545 | - | - | - | - | - | 69,545 |
| Traffic Impact Fee (TIF) | 23,906,404 | 3,095,249 | - | - | 27,001,653 | - | 2,916,111 | 63,995 | - | 2,980,106 | 24,021,547 |
| 2022 COP Construction Fund | (1,675,000) | - | - | 50,000,000 | 48,325,000 | 400,000 | 16,180,000 | - | - | 16,580,000 | 31,745,000 |
| TVTC 20% Fee | 2,517,921 | 1,215,162 | - | - | 3,733,083 | - | 2,536,250 | - | - | 2,536,250 | 1,196,833 |
| Isabel / I-580 Interchange | - | - | - | - | - | - | - | - | - | - | - |
| Downtown Revitlization Fee | (3,874,396) | 150,000 | - | - | (3,724,396) | - | - | 150,000 | - | 150,000 | (3,874,396) |
| HHS - Human Services Fac. Fee | 2,214,411 | 120,000 | - | - | 2,334,411 | 1,739,835 | - | - | - | 1,739,835 | 594,576 |
| Parking In Lieu Fee | 3,090,065 | - | - | - | 3,090,065 | - | 50,000 | - | - | 50,000 | 3,040,065 |
| Former Rte 84-Repair Funds | - | - | - | - | - | - | - | - | - | - | - |
| Park Fee - AB1600 | 2,060,037 | 3,632,571 | - | - | 5,692,608 | - | 1,998,000 | - | - | 1,998,000 | 3,694,608 |
| Transferable Dev. Credits | 14,557,752 | 4,447,828 | - | - | 19,005,580 | - | - | - | - | - | 19,005,580 |
| El Charro Infrastructure | 21,468 | 15,000 | - | - | 36,468 | - | - | - | - | - | 36,468 |
| El Charro Specific Plan | 33,849 | - | - | - | 33,849 | - | - | - | - | - | 33,849 |
| SW & Rec Impact Fee | 4,247,567 | 1,354,666 | - | - | 5,602,233 | - | 5,075,000 | - | - | 5,075,000 | 527,233 |
| **Capital Projects Total** | **$ 47,175,599** | **$ 14,036,852** | **$ -** | **$ 50,000,000** | **$ 111,212,451** | **$ 2,139,835** | **$ 28,755,361** | **$ 213,995** | **$ -** | **$ 31,109,191** | **$ 80,103,260** |
| **Debt Service** | | | | | | | | | | | |
| 2020 COPs Series A | $ - | $ - | $ 497,300 | $ - | $ 497,300 | $ 497,300 | $ - | $ - | $ - | $ 497,300 | $ - |
| 2020 COPs Series B | - | - | 3,882,372 | - | 3,882,372 | 3,882,372 | - | - | - | 3,882,372 | - |
| 2022 COPs Debt Service | - | - | 1,325,000 | 540,000 | 1,865,000 | 1,865,000 | - | - | - | 1,865,000 | - |
| **Debt Service Total** | **$ -** | **$ -** | **$ 5,704,672** | **$ 540,000** | **$ 6,244,672** | **$ 6,244,672** | **$ -** | **$ -** | **$ -** | **$ 6,244,672** | **$ -** |
| **Permanent Funds** | | | | | | | | | | | |
| Doolan Canyon Pres. Endow. | $ 730,961 | $ 66,244 | $ - | $ - | $ 797,205 | $ 28,000 | $ - | $ - | $ - | $ 28,000 | $ 769,205 |
| **Permanent Funds Total** | **$ 730,961** | **$ 66,244** | **$ -** | **$ -** | **$ 797,205** | **$ 28,000** | **$ -** | **$ -** | **$ -** | **$ 28,000** | **$ 769,205** |

# Projected Fund Balances FY 2022-23 (Continued)

| Fund Name | Beginning Fund Balance FY 2022-23 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2022-23 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Special Revenue Funds** | | | | | | | | | | | |
| Host Community Impact Fee | $ 1,369,869 | $ 535,000 | $ - | $ - | $ 1,904,869 | $ 30,514 | $ - | $ 497,300 | $ - | $ 527,814 | $ 1,377,055 |
| City Street Sweeping | 55,808 | 696,908 | - | - | 752,716 | 671,052 | - | - | - | 671,052 | 81,664 |
| LPD - COPS Ahead AB 3229 | 312,810 | 252,725 | - | - | 565,535 | 224,788 | 290,000 | - | - | 514,788 | 50,748 |
| So Livermore Valley Specific Plan | 240,389 | - | - | - | 240,389 | - | 240,389 | - | - | 240,389 | - |
| State Grant - HHS | - | 432,677 | - | - | 432,677 | 432,677 | - | - | - | 432,677 | - |
| State Grant | 1,372 | 1,062,075 | - | - | 1,063,447 | 343,038 | 715,575 | - | - | 1,058,613 | 4,834 |
| Public Art Fee | 588,795 | 190,000 | - | - | 778,795 | 205,393 | 125,000 | - | - | 330,393 | 448,402 |
| Housing Successor Agency | 2,509,345 | 149,629 | - | - | 2,658,974 | 1,458,360 | - | - | - | 1,458,360 | 1,200,614 |
| LPD - Horizons | 81,032 | 626,000 | 509,258 | - | 1,216,290 | 1,183,521 | - | - | - | 1,183,521 | 32,769 |
| Low Income Housing Fund | 13,498,421 | 1,264,443 | - | - | 14,762,864 | 4,701,197 | 355,000 | 252,424 | - | 5,308,621 | 9,454,243 |
| Alameda County - Measure D | 255,121 | 285,999 | - | - | 541,120 | 413,117 | - | - | - | 413,117 | 128,003 |
| CDBG | 1,101,093 | 497,459 | - | - | 1,598,552 | 566,917 | - | - | - | 566,917 | 1,031,635 |
| Landscape Maintenance District | 9,416,910 | 3,887,198 | 201,414 | - | 13,505,521 | 3,294,310 | - | 240,000 | - | 3,534,310 | 9,971,211 |
| Federal Grant | - | - | - | - | - | - | - | - | - | - | - |
| Used Oil Recycling Grant | - | 24,200 | - | - | 24,200 | 24,200 | - | - | - | 24,200 | - |
| Asset Seizure | 850,396 | 27,367 | - | - | 877,763 | 201,715 | 100,000 | - | - | 301,715 | 576,048 |
| Social Opportunity Endowment | 84,596 | 885 | - | - | 85,481 | 81,266 | - | - | - | 81,266 | 4,215 |
| BJA - Bulletproof Vest Reimb | - | 15,000 | - | - | 15,000 | 15,000 | - | - | - | 15,000 | - |
| Calhome Reuse | 422,859 | 50,000 | - | - | 472,859 | 122,474 | - | - | - | 122,474 | 350,385 |
| Local & Other Grants | - | 120,000 | - | - | 120,000 | - | - | - | - | - | 120,000 |
| CHFA Homebuyer Assistance | 58,495 | 1,100 | - | - | 59,595 | 305 | - | - | - | 305 | 59,290 |
| Mortgage Assitance | 1,203,221 | 45,000 | - | - | 1,248,221 | 65,618 | - | - | - | 65,618 | 1,182,603 |
| Ca Beverage Container Grant | - | 22,000 | - | - | 22,000 | 16,000 | - | - | - | 16,000 | 6,000 |
| HUD EDI Special Grant Fed | 98,637 | 700 | - | - | 99,337 | 58,100 | - | - | - | 58,100 | 41,237 |
| LPD - Federal Grants | 19,454 | 153,629 | - | - | 173,083 | 153,150 | - | - | - | 153,150 | 19,933 |
| Calif Begin Program | 30,553 | 35,000 | - | - | 65,553 | 30,100 | - | - | - | 30,100 | 35,453 |
| Vehicle Impound Program | 152,871 | 30,000 | - | - | 182,871 | 20,290 | - | - | - | 20,290 | 162,581 |
| Open Space Acquis & Mgmt | 3,181,954 | 5,560,350 | - | - | 8,742,304 | 23,000 | - | - | - | 23,000 | 8,719,304 |
| CASP Cert & Training Fund | - | 15,500 | - | - | 15,500 | 11,000 | - | 4,500 | - | 15,500 | - |
| Gas Taxes | 7,394,247 | 2,039,489 | - | - | 9,433,736 | 112,000 | 6,505,000 | 109,000 | - | 6,726,000 | 2,707,736 |
| Gas Tax - SB1 | 2,911,653 | 1,660,000 | - | - | 4,571,653 | - | 4,210,000 | - | - | 4,210,000 | 361,653 |
| Federal Street Grants | - | - | - | - | - | - | - | - | - | - | - |
| PEG Capital Fees | 1,183,690 | 250,000 | - | - | 1,433,690 | 45,772 | - | - | - | 45,772 | 1,387,918 |
| Import Mitigation | 22,727 | - | - | - | 22,727 | 21,580 | - | - | - | 21,580 | 1,147 |
| Solid Waste & Recycling | 66,190 | 249,109 | - | - | 315,299 | 295,712 | - | - | - | 295,712 | 19,587 |
| Federal Home Prgram | 42,156 | 139,500 | - | - | 181,656 | 136,782 | - | 8,000 | - | 144,782 | 36,874 |
| Library Donations Fund | 226,853 | 80,000 | - | - | 306,853 | 141,607 | - | - | - | 141,607 | 165,246 |
| Library Foundation Grant | 73,332 | 78,000 | - | - | 151,332 | 57,252 | - | 25,000 | - | 82,252 | 69,080 |
| MTC - TDA | - | 580,000 | - | - | 580,000 | - | 230,000 | - | - | 230,000 | 350,000 |
| Livermore's School Grant | - | - | - | - | - | - | - | - | - | - | - |
| Measure B-Bike/Pedestrian | 344,880 | 253,007 | - | - | 597,887 | 267,500 | 160,000 | - | - | 427,500 | 170,387 |
| Measure B-Local St & Rd | 1,767,009 | 907,948 | - | - | 2,674,957 | 149,000 | 1,649,425 | - | - | 1,798,425 | 876,532 |
| Measure B Isabel Interchange | 32,865 | - | - | - | 32,865 | - | - | - | - | - | 32,865 |
| State Street Grants | - | 1,380,000 | - | - | 1,380,000 | - | 1,380,000 | - | - | 1,380,000 | - |
| Local Vehicle Reg Fee | 986,736 | 301,927 | - | - | 1,288,663 | - | 1,220,000 | - | - | 1,220,000 | 68,663 |
| Police Donations Fund | 31,492 | 7,500 | - | - | 38,992 | 21,361 | - | - | - | 21,361 | 17,631 |
| Measure BB-Bike/Ped | 697,061 | 222,608 | - | - | 919,669 | - | 800,000 | - | - | 800,000 | 119,669 |
| Measure BB-Local St & Rd | 2,624,452 | 807,708 | - | - | 3,432,160 | 50,000 | 2,935,000 | - | - | 2,985,000 | 447,160 |
| El Charro Maint CFD 2012-1 | 2,059,553 | 438,189 | - | - | 2,497,742 | 361,966 | - | - | - | 361,966 | 2,135,776 |
| Other Maint CFD's | 1,575,630 | 277,946 | - | - | 1,853,576 | 192,151 | - | - | - | 192,151 | 1,661,425 |
| Surplus - AD Closeout | 2,005,262 | 9,044 | - | - | 2,014,306 | - | 1,408,000 | - | - | 1,408,000 | 606,306 |
| **Special Revenue Funds Total** | **$ 59,579,789** | **$ 25,662,819** | **$ 710,672** | **$ -** | **$ 85,953,279** | **$ 16,199,784** | **$ 22,323,389** | **$ 1,136,224** | **$ -** | **$ 39,659,397** | **$ 46,293,882** |

## Projected Fund Balances FY 2022-23 (Continued)

| Fund Name | Beginning Fund Balance FY 2022-23 | Operating Revenue | Transfers In | Other Financing Sources | Total Sources | Operating Expenditure | Capital Expenditure | Transfers Out | Reserves | Total Uses | Estimated Ending Fund Balance FY 2022-23 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Internal Services** | | | | | | | | | | | |
| Liab Insurance Reserve | $ 1,796,081 | $ 4,450,000 | $ - | $ - | $ 6,246,081 | $ 5,107,611 | $ - | $ - | $ - | $ 5,107,611 | $ 1,138,470 |
| Workers Comp Insurance | 1,293,544 | 1,870,006 | - | - | 3,163,550 | 2,357,494 | - | - | - | 2,357,494 | 806,056 |
| Information Technology | 3,076,656 | 5,470,000 | - | - | 8,546,656 | 7,727,652 | - | - | - | 7,727,652 | 819,004 |
| Cyber Security | 20,316 | 1,115,000 | - | - | 1,135,316 | 937,340 | - | - | - | 937,340 | 197,977 |
| Fleet & Equipment Services | 8,371,189 | 4,959,889 | - | - | 13,331,078 | 5,576,198 | - | - | - | 5,576,198 | 7,754,880 |
| Facilities Rehab Program | 9,327,152 | 2,376,000 | - | - | 11,703,152 | 2,948,640 | 3,050,000 | - | - | 5,998,640 | 5,704,512 |
| **Internal Services Total** | **$ 23,884,938** | **$ 20,240,895** | **$ -** | **$ -** | **$ 44,125,833** | **$ 24,654,934** | **$ 3,050,000** | **$ -** | **$ -** | **$ 27,704,934** | **$ 16,420,899** |
| **Grand Total** | **$ 268,068,701** | **$ 254,278,088** | **$ 24,598,751** | **$ 50,540,000** | **$ 597,485,540** | **$ 224,467,537** | **$ 92,414,735** | **$ 24,598,751** | **$ 2,180,358** | **$ 343,661,381** | **$ 253,824,159** |



# Capital Improvement Tables

FY 2021-22 & FY 2022-23 Budget Update

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| 200439 | New Civic Center Meeting Hall | 001 | General Fund |
| 200654 | Decorative Wall Replacement- Citywide | 001 | General Fund |
| 200720 | El Charro Specific Plan Infrastructure | 001 | General Fund |
| 201715 | I Street Garage And Land Acquisition | 001 | General Fund |
| 201958 | Real Time Awarness Center | 001 | General Fund |
| 202120 | Downtown Surface Parking | 001 | General Fund |
| 586003 | Livermore Village L Street Garage | 001 | General Fund |
| | | **001 Total** | |
| 201314 | Slurry Seal Northside Aprons And Taxi Lanes | 210 | Airport |
| 201425 | Airport Pavement Maintenance | 210 | Airport |
| 201615 | Airport Water Quality And HMP Basins | 210 | Airport |
| 201718 | Airport Airfield Markings Maintenance | 210 | Airport |
| 201849 | FBO Building Flood Proofing | 210 | Airport |
| 202017 | Airport Geometry Study Improvements (AIP 27) | 210 | Airport |
| 202019 | Airport Rescue And Firefighting Facility | 210 | Airport |
| | | **210 Total** | |
| 202017 | Airport Geometry Study Improvements (AIP 27) | 212 | Airport Grant |
| | | **212 Total** | |
| 201726 | Permanent Storm Damage Repairs 2018-19 | 220 | Stormwater |
| 202132 | Golf Course Damage Repairs | 220 | Stormwater |
| | | **220 Total** | |
| 201726 | Permanent Storm Damage Repairs 2018-19 | 222 | FEMA Storm Reimb |
| 201727 | Collier Canyon Creek Silt Basin | 222 | FEMA Storm Reimb |
| 202015 | Arroyo Las Positas Desilting Through LPGC | 222 | FEMA Storm Reimb |
| 202132 | Golf Course Damage Repairs | 222 | FEMA Storm Reimb |
| | | **222 Total** | |
| 201414 | Springtown Trunkline Replacement | 239 | WR Replacement |
| 201519 | WRP HVAC And Roofing Repairs | 239 | WR Replacement |
| 201522 | WRP Emergency Generator | 239 | WR Replacement |
| 201715 | I Street Garage And Land Acquisition | 239 | WR Replacement |
| 201931 | WRP Primary & Secondary Treatment Improvements | 239 | WR Replacement |
| 202003 | Annual Sewer Replacement 2020 | 239 | WR Replacement |
| 202116 | Railroad Ave Street Improvements | 239 | WR Replacement |
| 202128 | WRP UV Treatment System Replacement | 239 | WR Replacement |
| 202129 | WRP Scada Server & Network Upgrade | 239 | WR Replacement |
| 202218 | WRP Scada PLC Controls Upgrade | 239 | WR Replacement |
| | | **239 Total** | |
| 201519 | WRP Hvac And Roofing Repairs | 241 | Sewer Connection Fees |
| 201522 | WRP Emergency Generator | 241 | Sewer Connection Fees |
| 201931 | WRP Primary & Secondary Treatment Improvements | 241 | Sewer Connection Fees |
| 201960 | Trevarno Infrastructure | 241 | Sewer Connection Fees |
| 202003 | Annual Sewer Replacement 2020 | 241 | Sewer Connection Fees |
| 202128 | WRP UV Treatment System Replacement | 241 | Sewer Connection Fees |
| 202129 | WRP Scada Server & Network Upgrade | 241 | Sewer Connection Fees |
| 202218 | WRP Scada Plc Controls Upgrade | 241 | Sewer Connection Fees |
| | | **241 Total** | |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|
| $ 887,000 | $ 887,000 | $ - | $ - | $ - | $ - |
| 250,000 | 40,000 | (210,000) | 1,020,000 | 1,100,000 | 80,000 |
| - | 75,000 | 75,000 | - | 102,000 | 102,000 |
| 11,940,000 | 12,575,000 | 635,000 | - | 25,000 | 25,000 |
| - | - | - | - | 300,000 | 300,000 |
| 310,000 | - | (310,000) | 70,000 | 370,000 | 300,000 |
| 820,000 | - | (820,000) | - | - | - |
| **$ 14,207,000** | **$ 13,577,000** | **$ (630,000)** | **$ 1,090,000** | **$ 1,897,000** | **$ 807,000** |
| $ - | $ - | $ - | $ 19,000 | $ 19,000 | $ - |
| 30,000 | 30,000 | - | 30,000 | 30,000 | - |
| 20,000 | 30,000 | 10,000 | 100,000 | 20,000 | (80,000) |
| 30,000 | 30,000 | - | 30,000 | 30,000 | - |
| 445,000 | 375,000 | (70,000) | - | - | - |
| 330,000 | 100,000 | (230,000) | 935,350 | 1,165,350 | 230,000 |
| - | - | - | 155,000 | 155,000 | - |
| **$ 855,000** | **$ 565,000** | **$ (290,000)** | **$ 1,269,350** | **$ 1,419,350** | **$ 150,000** |
| $ 430,000 | $ - | $ (430,000) | $ 8,145,000 | $ 8,575,000 | $ 430,000 |
| **$ 430,000** | **$ -** | **$ (430,000)** | **$ 8,145,000** | **$ 8,575,000** | **$ 430,000** |
| $ 30,000 | $ 35,000 | $ 5,000 | $ 30,000 | $ 30,000 | $ - |
| 50,000 | 35,000 | (15,000) | - | 45,000 | 45,000 |
| **$ 80,000** | **$ 70,000** | **$ (10,000)** | **$ 30,000** | **$ 75,000** | **$ 45,000** |
| $ 460,000 | $ 45,000 | $ (415,000) | $ 410,000 | $ 115,000 | $ (295,000) |
| 140,000 | - | (140,000) | 60,000 | 200,000 | 140,000 |
| 157,635 | 145,000 | (12,635) | 400,000 | 87,635 | (312,365) |
| 40,000 | 40,000 | - | 100,000 | 60,000 | (40,000) |
| **$ 797,635** | **$ 230,000** | **$ (567,635)** | **$ 970,000** | **$ 462,635** | **$ (507,365)** |
| $ 100,000 | $ 12,000 | $ (88,000) | $ 2,000,000 | $ 12,000 | $ (1,988,000) |
| 1,461,000 | 767,000 | (694,000) | 3,079,000 | 1,969,000 | (1,110,000) |
| 34,000 | 151,000 | 117,000 | - | 274,000 | 274,000 |
| 450,000 | 450,000 | - | - | - | - |
| 900,000 | 825,000 | (75,000) | 7,910,000 | 12,915,000 | 5,005,000 |
| 521,000 | 265,000 | (256,000) | 2,789,000 | 2,605,000 | (184,000) |
| - | - | - | - | 115,000 | 115,000 |
| 175,000 | 2,000 | (173,000) | 1,287,000 | 363,000 | (924,000) |
| 153,000 | 125,000 | (28,000) | 1,386,000 | 407,000 | (979,000) |
| - | - | - | 196,000 | - | (196,000) |
| **$ 3,794,000** | **$ 2,597,000** | **$ (1,197,000)** | **$ 18,647,000** | **$ 18,660,000** | **$ 13,000** |
| $ 102,000 | $ 54,000 | $ (48,000) | $ - | $ - | $ - |
| 12,000 | 52,000 | 40,000 | - | 94,000 | 94,000 |
| 300,000 | 275,000 | (25,000) | 2,640,000 | 4,305,000 | 1,665,000 |
| 215,000 | 50,000 | (165,000) | 540,000 | 700,000 | 160,000 |
| 179,000 | 91,000 | (88,000) | 956,000 | 893,000 | (63,000) |
| 60,000 | 1,000 | (59,000) | 441,000 | 124,000 | (317,000) |
| 53,000 | 43,000 | (10,000) | 475,000 | 139,000 | (336,000) |
| - | - | - | 67,000 | - | (67,000) |
| **$ 921,000** | **$ 566,000** | **$ (355,000)** | **$ 5,119,000** | **$ 6,255,000** | **$ 1,136,000** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| 201960 | Trevarno Infrastructure | 251 | Water Connection Fees |
| | | **251 Total** | |
| 202130 | Airway Lift Station Improvements | 259 | Water Replacement |
| | | **259 Total** | |
| 199838 | Las Positas Rd Widening - Hilliker To First | 306 | Traffic Impact Fee (TIF) |
| 200259 | North Canyons Pkwy/Dublin Blvd Connection | 306 | Traffic Impact Fee (TIF) |
| 200720 | El Charro Specific Plan Infrastructure | 306 | Traffic Impact Fee (TIF) |
| 201028 | Foley Road Realignment | 306 | Traffic Impact Fee (TIF) |
| 201431 | Traffic Signal Installation Program | 306 | Traffic Impact Fee (TIF) |
| 201837 | Vasco Road Widening | 306 | Traffic Impact Fee (TIF) |
| 201937 | Intersection Improvements @ Jack London / Isabel | 306 | Traffic Impact Fee (TIF) |
| | | **306 Total** | |
| 202118 | Livermore Village Remediation | 320 | 2022 COP Construction Fund |
| 202119 | Livermore Village Joint Trench | 320 | 2022 COP Construction Fund |
| 586003 | Livermore Village L Street Garage | 320 | 2022 COP Construction Fund |
| | | **320 Total** | |
| 199238 | Isabel Ave/I-580 Interchange | 321 | TVTC 20% Fee |
| 199352 | Vasco Road/I-580 Interchange | 321 | TVTC 20% Fee |
| | | **321 Total** | |
| 202032 | Multi -Service Center Improvements | 333 | HHS - HS Facilities Fee |
| | | **333 Total** | |
| 201715 | I Street Garage And Land Acquisition | 335 | Parking In Lieu Fee |
| 202120 | Downtown Surface Parking | 335 | Parking In Lieu Fee |
| | | **335 Total** | |
| 200429 | Doolan Park Landscape Rehabilitation Project | 337 | Park Fee - AB 1600 |
| 200646 | Park Facilities Fee Reimbursements | 337 | Park Fee - AB 1600 |
| 201436 | Livermorium Park-Plaza At Mills Square | 337 | Park Fee - AB 1600 |
| 201945 | Las Colinas Trail (T-6, Segment E1) | 337 | Park Fee - AB 1600 |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 337 | Park Fee - AB 1600 |
| 202118 | Livermore Village Remediation | 337 | Park Fee - AB 1600 |
| 202119 | Livermore Village Joint Trench | 337 | Park Fee - AB 1600 |
| 202121 | Veteran's Park | 337 | Park Fee - AB 1600 |
| | | **337 Total** | |
| 200720 | El Charro Specific Plan Infrastructure | 340 | El Charro Infrastructure |
| | | **340 Total** | |
| 202101 | Street Resurfacing 2021 | 344 | SW &R Impact Fee |
| 202104 | Slurry Seal 2021 | 344 | SW &R Impact Fee |
| 202204 | Slurry Seal 2022 | 344 | SW &R Impact Fee |
| 202301 | Street Resurfacing 2023 | 344 | SW &R Impact Fee |
| 202304 | Slurry Seal 2023 | 344 | SW &R Impact Fee |
| | | **344 Total** | |
| 200028 | Police Facility Expansion | 603 | LPD - Cops Ahead AB 3229 |
| 201958 | Real Time Awarness Center | 603 | LPD - Cops Ahead AB 3229 |
| | | **603 Total** | |
| 201028 | Foley Road Realignment | 604 | So Liv Val Spec Plan Fee |
| | | **604 Total** | |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|
| $ 180,000 | $ 50,000 | $ (130,000) | $ 535,000 | $ 700,000 | $ 165,000 |
| **$ 180,000** | **$ 50,000** | **$ (130,000)** | **$ 535,000** | **$ 700,000** | **$ 165,000** |
| $ 290,000 | $ 213,000 | $ (77,000) | $ 2,121,000 | $ 242,000 | $ (1,879,000) |
| **$ 290,000** | **$ 213,000** | **$ (77,000)** | **$ 2,121,000** | **$ 242,000** | **$ (1,879,000)** |
| $ 169,000 | $ - | $ (169,000) | $ 441,000 | $ 169,000 | $ (272,000) |
| 150,000 | 50,000 | (100,000) | 125,000 | 225,000 | 100,000 |
| 561,309 | 561,309 | - | - | - | - |
| 250,000 | - | (250,000) | 270,000 | 179,611 | (90,389) |
| 50,000 | 10,000 | (40,000) | - | - | - |
| 1,100,000 | 620,000 | (480,000) | 1,637,500 | 2,117,500 | 480,000 |
| 250,000 | 5,000 | (245,000) | 1,050,000 | 225,000 | (825,000) |
| **$ 2,530,309** | **$ 1,246,309** | **$ (1,284,000)** | **$ 3,523,500** | **$ 2,916,111** | **$ (607,389)** |
| $ 265,000 | $ 115,000 | $ (150,000) | $ 390,000 | $ 520,000 | $ 130,000 |
| 250,000 | - | (250,000) | - | 260,000 | 260,000 |
| 820,000 | 1,560,000 | 740,000 | 34,500,000 | 15,400,000 | (19,100,000) |
| **$ 1,335,000** | **$ 1,675,000** | **$ 340,000** | **$ 34,890,000** | **$ 16,180,000** | **$ (18,710,000)** |
| $ 676,000 | $ 876,000 | $ 200,000 | $ 20,000 | $ 200,000 | $ 180,000 |
| 1,585,000 | 750,000 | (835,000) | 1,501,250 | 2,336,250 | 835,000 |
| **$ 2,261,000** | **$ 1,626,000** | **$ (635,000)** | **$ 1,521,250** | **$ 2,536,250** | **$ 1,015,000** |
| $ 399,591 | $ 420,000 | $ 20,409 | $ - | $ - | $ - |
| **$ 399,591** | **$ 420,000** | **$ 20,409** | **$ -** | **$ -** | **$ -** |
| $ 60,000 | $ 60,000 | $ - | $ - | $ - | $ - |
| 50,000 | 12,000 | (38,000) | 50,000 | 50,000 | - |
| **$ 110,000** | **$ 72,000** | **$ (38,000)** | **$ 50,000** | **$ 50,000** | **$ -** |
| $ - | $ - | $ - | $ 240,000 | $ 240,000 | $ - |
| 2,600,000 | 2,200,000 | (400,000) | 1,400,000 | 500,000 | (900,000) |
| 4,195,000 | 4,000,000 | (195,000) | - | 920,000 | 920,000 |
| 220,000 | 5,000 | (215,000) | 1,880,000 | 8,000 | (1,872,000) |
| 20,000 | 10,000 | (10,000) | - | - | - |
| 120,000 | 135,000 | 15,000 | 170,000 | 150,000 | (20,000) |
| 300,000 | 35,000 | (265,000) | - | 100,000 | 100,000 |
| 450,000 | 100,000 | (350,000) | 3,800,000 | 80,000 | (3,720,000) |
| **$ 7,905,000** | **$ 6,485,000** | **$ (1,420,000)** | **$ 7,490,000** | **$ 1,998,000** | **$ (5,492,000)** |
| $ 21,468 | $ - | $ (21,468) | $ 15,000 | $ - | $ (15,000) |
| **$ 21,468** | **$ -** | **$ (21,468)** | **$ 15,000** | **$ -** | **$ (15,000)** |
| $ 500,000 | $ 350,000 | $ (150,000) | $ 3,000,000 | $ 4,925,000 | $ 1,925,000 |
| 200,000 | 200,000 | - | - | 100,000 | 100,000 |
| 50,000 | - | (50,000) | 100,000 | 50,000 | (50,000) |
| - | - | - | 50,000 | - | (50,000) |
| - | - | - | 25,000 | - | (25,000) |
| **$ 750,000** | **$ 550,000** | **$ (200,000)** | **$ 3,175,000** | **$ 5,075,000** | **$ 1,900,000** |
| $ - | $ - | $ - | $ - | $ 290,000 | $ 290,000 |
| 345,000 | 345,000 | - | - | - | - |
| **$ 345,000** | **$ 345,000** | **$ -** | **$ -** | **$ 290,000** | **$ 290,000** |
| $ - | $ 100,000 | $ 100,000 | $ - | $ 240,389 | $ 240,389 |
| **$ -** | **$ 100,000** | **$ 100,000** | **$ -** | **$ 240,389** | **$ 240,389** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 607 | State Grant |
| | | **607 Total** | |
| 202122 | Citywide Sculptures | 608 | Public Art Fee |
| | | **608 Total** | |
| 202118 | Livermore Village Remediation | 611 | Low Income Housing Fund |
| 583018 | Livermore Village Infrastructure | 611 | Low Income Housing Fund |
| | | **611 Total** | |
| 200028 | Police Facility Expansion | 619 | Asset Seizure |
| 201722 | Automated License Plate Readers | 619 | Asset Seizure |
| 201958 | Real Time Awarness Center | 619 | Asset Seizure |
| | | **619 Total** | |
| 201715 | I Street Garage And Land Acquisition | 650 | Gas Taxes |
| 201721 | Bluebell Drive Bridge Repair At Altamont Creek | 650 | Gas Taxes |
| 201841 | Downtown Street Lighting Enhancement | 650 | Gas Taxes |
| 201846 | 2018 Arterial Street Rehab Project | 650 | Gas Taxes |
| 201856 | Downtown East Side Public Improvements | 650 | Gas Taxes |
| 201933 | Traffic Signal Modifications 2019-20 | 650 | Gas Taxes |
| 202001 | Street Resurfacing 2020 | 650 | Gas Taxes |
| 202102 | Sidewalk Repair 2021 | 650 | Gas Taxes |
| 202104 | Slurry Seal 2021 | 650 | Gas Taxes |
| 202107 | ADA Access Ramps 2020-21 | 650 | Gas Taxes |
| 202119 | Livermore Village Joint Trench | 650 | Gas Taxes |
| 202131 | Miscellaneous Traffic Signing/Striping 2021-2023 | 650 | Gas Taxes |
| 202202 | Sidewalk Repair 2022 | 650 | Gas Taxes |
| 202204 | Slurry Seal 2022 | 650 | Gas Taxes |
| 202304 | Slurry Seal 2023 | 650 | Gas Taxes |
| 583018 | Livermore Village Infrastructure | 650 | Gas Taxes |
| | | **650 Total** | |
| 200827 | Downtown Streetscape Phase Ii | 651 | Gas Tax SB-1 |
| 201727 | Collier Canyon Creek Silt Basin | 651 | Gas Tax SB-1 |
| 201944 | Montage Trail Connection To Collier Canyon Rd | 651 | Gas Tax SB-1 |
| 202001 | Street Resurfacing 2020 | 651 | Gas Tax SB-1 |
| 202028 | 2020 ATP Bike Lane Improvements | 651 | Gas Tax SB-1 |
| 202104 | Slurry Seal 2021 | 651 | Gas Tax SB-1 |
| 202116 | Railroad Ave Street Improvements | 651 | Gas Tax SB-1 |
| 202133 | Stanley Blvd At Isabel Connector Ramp Crossing Improv | 651 | Gas Tax SB-1 |
| 202201 | Street Resurfacing 2022 | 651 | Gas Tax SB-1 |
| 202204 | Slurry Seal 2022 | 651 | Gas Tax SB-1 |
| 202222 | East Ave Corridor ATP Implementation | 651 | Gas Tax SB-1 |
| | | **651 Total** | |
| 200439 | New Civic Center Meeting Hall | 665 | Peg Capital Fees |
| | | **665 Total** | |
| 201820 | Multi-Use Trails Repairs - 2020 | 674 | MTC - TDA |
| | | **674 Total** | |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|
| $ 400,000 | $ 100,000 | $ (300,000) | $ - | $ 715,575 | $ 715,575 |
| **$ 400,000** | **$ 100,000** | **$ (300,000)** | **$ -** | **$ 715,575** | **$ 715,575** |
| $ 125,000 | $ 125,000 | $ - | $ 125,000 | $ 125,000 | $ - |
| **$ 125,000** | **$ 125,000** | **$ -** | **$ 125,000** | **$ 125,000** | **$ -** |
| $ 205,000 | $ 470,000 | $ 265,000 | $ 300,000 | $ 355,000 | $ 55,000 |
| 65,000 | - | (65,000) | 460,000 | - | (460,000) |
| **$ 270,000** | **$ 470,000** | **$ 200,000** | **$ 760,000** | **$ 355,000** | **$ (405,000)** |
| $ 140,000 | $ 20,000 | $ (120,000) | $ - | $ - | $ - |
| 55,000 | 55,000 | - | - | - | - |
| 425,000 | 300,000 | (125,000) | - | 100,000 | 100,000 |
| **$ 620,000** | **$ 375,000** | **$ (245,000)** | **$ -** | **$ 100,000** | **$ 100,000** |
| $ 200,000 | $ 200,000 | $ - | $ - | $ - | $ - |
| 60,000 | 100,000 | 40,000 | 230,000 | 400,000 | 170,000 |
| - | 8,000 | 8,000 | - | - | - |
| - | 3,000 | 3,000 | - | - | - |
| 20,000 | 20,000 | - | 50,000 | 10,000 | (40,000) |
| - | 10,000 | 10,000 | - | 670,000 | 670,000 |
| - | - | - | - | 200,000 | 200,000 |
| - | 5,000 | 5,000 | - | 2,500,000 | 2,500,000 |
| 100,000 | - | (100,000) | 600,000 | 1,900,000 | 1,300,000 |
| - | 50,000 | 50,000 | - | 300,000 | 300,000 |
| 250,000 | 35,000 | (215,000) | - | 170,000 | 170,000 |
| 100,000 | 60,000 | (40,000) | - | 100,000 | 100,000 |
| - | - | - | - | 200,000 | 200,000 |
| - | - | - | 100,000 | 50,000 | (50,000) |
| - | - | - | 25,000 | - | (25,000) |
| 70,000 | 3,600 | (66,400) | 460,000 | 5,000 | (455,000) |
| **$ 800,000** | **$ 494,600** | **$ (305,400)** | **$ 1,465,000** | **$ 6,505,000** | **$ 5,040,000** |
| $ - | $ 1,089,425 | $ 1,089,425 | $ - | $ - | $ - |
| 150,000 | - | (150,000) | 150,000 | 150,000 | - |
| - | 20,000 | 20,000 | - | 460,000 | 460,000 |
| 2,312,000 | 150,000 | (2,162,000) | - | 2,450,000 | 2,450,000 |
| - | 10,000 | 10,000 | - | - | - |
| 50,000 | - | (50,000) | 210,000 | 300,000 | 90,000 |
| - | 240,000 | 240,000 | - | 350,000 | 350,000 |
| - | 150,000 | 150,000 | - | 250,000 | 250,000 |
| 50,000 | - | (50,000) | 500,000 | 200,000 | (300,000) |
| - | - | - | 100,000 | 50,000 | (50,000) |
| - | 10,000 | 10,000 | - | - | - |
| **$ 2,562,000** | **$ 1,669,425** | **$ (892,575)** | **$ 960,000** | **$ 4,210,000** | **$ 3,250,000** |
| $ 56,337 | $ 56,337 | $ - | $ - | $ - | $ - |
| **$ 56,337** | **$ 56,337** | **$ -** | **$ -** | **$ -** | **$ -** |
| $ 180,000 | $ - | $ (180,000) | $ 50,000 | $ 230,000 | $ 180,000 |
| **$ 180,000** | **$ -** | **$ (180,000)** | **$ 50,000** | **$ 230,000** | **$ 180,000** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| 201723 | Arroyo Road Path | 677 | Measure B-Bike/Pedestrian |
| 201724 | Iron Horse Trail Gap Closure Isabel to Murrieta | 677 | Measure B-Bike/Pedestrian |
| 201820 | Multi-Use Trails Repairs - 2020 | 677 | Measure B-Bike/Pedestrian |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 677 | Measure B-Bike/Pedestrian |
| 202117 | Downtown Bike Parking | 677 | Measure B-Bike/Pedestrian |
| 202222 | East Ave Corridor ATP Implementation | 677 | Measure B-Bike/Pedestrian |
| | | **677 Total** | |
| 200827 | Downtown Streetscape Phase Ii | 678 | Measure B-Local St & Rd |
| 201715 | I Street Garage And Land Acquisition | 678 | Measure B-Local St & Rd |
| 201724 | Iron Horse Trail Gap Closure Isabel To Murrieta | 678 | Measure B-Local St & Rd |
| 201727 | Collier Canyon Creek Silt Basin | 678 | Measure B-Local St & Rd |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 678 | Measure B-Local St & Rd |
| 201959 | Downtown Sidewalk And Misc ADA Improv 2019-21 | 678 | Measure B-Local St & Rd |
| 202222 | East Ave Corridor ATP Implementation | 678 | Measure B-Local St & Rd |
| | | **678 Total** | |
| 199352 | Vasco Road/I-580 Interchange | 680 | State Street Grants |
| | | **680 Total** | |
| 201959 | Downtown Sidewalk And Misc ADA Improv 2019-21 | 681 | Local Vehicle Reg Fee |
| 202206 | Crosswalk Safety Improvements 2022 | 681 | Local Vehicle Reg Fee |
| | | **681 Total** | |
| 201820 | Multi-Use Trails Repairs - 2020 | 687 | Measure BB-Bike/Ped |
| 201944 | Montage Trail Connection to Collier Canyon Rd | 687 | Measure BB-Bike/Ped |
| 202001 | Street Resurfacing 2020 | 687 | Measure BB-Bike/Ped |
| 202028 | 2020 ATP Bike Lane Improvements | 687 | Measure BB-Bike/Ped |
| | | **687 Total** | |
| 200827 | Downtown Streetscape Phase Ii | 688 | Measure BB-Local St & Rd |
| 201434 | Acquisition of Downtown Paseo | 688 | Measure BB-Local St & Rd |
| 201820 | Multi-Use Trails Repairs - 2020 | 688 | Measure BB-Local St & Rd |
| 202001 | Street Resurfacing 2020 | 688 | Measure BB-Local St & Rd |
| 202107 | ADA Access Ramps 2020-21 | 688 | Measure BB-Local St & Rd |
| 202116 | Railroad Ave Street Improvements | 688 | Measure BB-Local St & Rd |
| 202133 | Stanley Blvd At Isabel Connector Ramp Crossing Improv | 688 | Measure BB-Local St & Rd |
| 202225 | Flag Pole Plaza And Downtown Streetscape Improveme | 688 | Measure BB-Local St & Rd |
| | | **688 Total** | |
| 201941 | Altamont Creek Mitigation | 698 | Surplus - AD Closeout |
| 202015 | Arroyo Las Positas Desilting Through LPGC | 698 | Surplus - AD Closeout |
| 202035 | Granada Channel Pipe Replacement at UPRR | 698 | Surplus - AD Closeout |
| 202123 | 2021 Stream Maintenance by Contractors | 698 | Surplus - AD Closeout |
| 202223 | 2022 Stream Maintenance by Contractors | 698 | Surplus - AD Closeout |
| | | **698 Total** | |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|
| $ 25,000 | $ 60,000 | $ 35,000 | $ - | $ 10,000 | $ 10,000 |
| 50,000 | - | (50,000) | - | - | - |
| 200,000 | - | (200,000) | - | 150,000 | 150,000 |
| - | - | - | 400,000 | - | (400,000) |
| - | 5,000 | 5,000 | - | - | - |
| 50,000 | - | (50,000) | - | - | - |
| **$ 325,000** | **$ 65,000** | **$ (260,000)** | **$ 400,000** | **$ 160,000** | **$ (240,000)** |
| $ 1,700,000 | $ 810,575 | $ (889,425) | $ - | $ - | $ - |
| 50,000 | 50,000 | - | - | - | - |
| 380,000 | 430,000 | 50,000 | - | - | - |
| - | 150,000 | 150,000 | - | - | - |
| - | 90,000 | 90,000 | 745,000 | 649,425 | (95,575) |
| 464,000 | - | (464,000) | - | 500,000 | 500,000 |
| - | - | - | 500,000 | 500,000 | - |
| **$ 2,594,000** | **$ 1,530,575** | **$ (1,063,425)** | **$ 1,245,000** | **$ 1,649,425** | **$ 404,425** |
| $ 640,000 | $ - | $ (640,000) | $ 740,000 | $ 1,380,000 | $ 640,000 |
| **$ 640,000** | **$ -** | **$ (640,000)** | **$ 740,000** | **$ 1,380,000** | **$ 640,000** |
| $ 1,010,000 | $ 120,000 | $ (890,000) | $ - | $ 1,000,000 | $ 1,000,000 |
| - | - | - | 150,000 | 220,000 | 70,000 |
| **$ 1,010,000** | **$ 120,000** | **$ (890,000)** | **$ 150,000** | **$ 1,220,000** | **$ 1,070,000** |
| $ 20,000 | $ - | $ (20,000) | $ - | $ - | $ - |
| 200,000 | - | (200,000) | 280,000 | - | (280,000) |
| 290,000 | - | (290,000) | - | 800,000 | 800,000 |
| 50,000 | - | (50,000) | - | - | - |
| **$ 560,000** | **$ -** | **$ (560,000)** | **$ 280,000** | **$ 800,000** | **$ 520,000** |
| $ - | $ 450,000 | $ 450,000 | $ - | $ - | $ - |
| 400,000 | - | (400,000) | - | 400,000 | 400,000 |
| 200,000 | 70,000 | (130,000) | - | 450,000 | 450,000 |
| 797,000 | - | (797,000) | - | 1,000,000 | 1,000,000 |
| 342,000 | - | (342,000) | - | - | - |
| 875,000 | - | (875,000) | - | 885,000 | 885,000 |
| 70,000 | - | (70,000) | - | - | - |
| - | - | - | - | 200,000 | 200,000 |
| **$ 2,684,000** | **$ 520,000** | **$ (2,164,000)** | **$ -** | **$ 2,935,000** | **$ 2,935,000** |
| $ 50,000 | $ 3,000 | $ (47,000) | $ 250,000 | $ 150,000 | $ (100,000) |
| 330,000 | 45,000 | (285,000) | 490,000 | 198,000 | (292,000) |
| 580,000 | 115,000 | (465,000) | - | 340,000 | 340,000 |
| 320,000 | 190,000 | (130,000) | - | - | - |
| - | - | - | 360,000 | 720,000 | 360,000 |
| **$ 1,280,000** | **$ 353,000** | **$ (927,000)** | **$ 1,100,000** | **$ 1,408,000** | **$ 308,000** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| 200911 | Fleet Shop Floor Renovation | 740 | Facilities Rehab Program |
| 201518 | Carpet Replacement for City Buildings | 740 | Facilities Rehab Program |
| 201830 | City Hall HVAC & Central Plant Chiller Replacement | 740 | Facilities Rehab Program |
| 201833 | Generator Replacement at Fire Station No. 6 | 740 | Facilities Rehab Program |
| 201930 | Fleet Services Fuel Dispenser | 740 | Facilities Rehab Program |
| 202032 | Mult-Service Center Improvements | 740 | Facilities Rehab Program |
| 202036 | COVID Hardening of City Buildings | 740 | Facilities Rehab Program |
| 202136 | City Hall Roof Repairs | 740 | Facilities Rehab Program |
| | | **740 Total** | |
| | | **Grand Total** | |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | FY 2021-22 Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | FY 2022-23 Change |
|---|---|---|---|---|---|
| $ 135,000 | $ 80,000 | $ (55,000) | $ - | $ - | $ - |
| 300,000 | 300,000 | - | 210,000 | 210,000 | - |
| 2,800,000 | 290,000 | (2,510,000) | 2,800,000 | 2,500,000 | (300,000) |
| 110,000 | 3,385 | (106,615) | - | 120,000 | 120,000 |
| 75,000 | 12,000 | (63,000) | - | 140,000 | 140,000 |
| 83,024 | 16,919 | (66,105) | - | - | - |
| 60,000 | 110,000 | 50,000 | - | - | - |
| 80,000 | - | (80,000) | - | 80,000 | 80,000 |
| **$ 3,643,024** | **$ 812,304** | **$ (2,830,720)** | **$ 3,010,000** | **$ 3,050,000** | **$ 40,000** |
| **$ 54,961,364** | **$ 37,078,550** | **$ (17,882,814)** | **$ 98,876,100** | **$ 92,414,735** | **$ (6,461,365)** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| **Airport Program** | | | |
| 201314 | Slurry Seal Northside Aprons And Taxi Lanes | 210 | Airport |
| 201425 | Airport Pavement Maintenance | 210 | Airport |
| 201615 | Airport Water Quality And HMP Basins | 210 | Airport |
| 201718 | Airport Airfield Markings Maintenance | 210 | Airport |
| 201849 | FBO Building Flood Proofing | 210 | Airport |
| 202017 | Airport Geometry Study Improvements (AIP27) | 210 | Airport |
| 202017 | Airport Geometry Study Improvements (AIP27) | 212 | Airport Grant |
| 202019 | Airport Rescue And Firefighting Facility | 210 | Airport |
| | | | **Total Airport Program** |
| **Downtown Revitalization Program** | | | |
| 200827 | Downtown Streetscape Phase II | 651 | Gas Tax - SB1 |
| 200827 | Downtown Streetscape Phase II | 678 | Measure B-Local St & Rd |
| 200827 | Downtown Streetscape Phase II | 688 | Measure Bb-Local St & Rd |
| 201434 | Acquisition Of Downtown Paseo | 688 | Measure Bb-Local St & Rd |
| 201436 | Livermorium Park-Plaza At Mills Square | 337 | Park Fee - AB 1600 |
| 201715 | I Street Garage And Land Acquisition | 001 | General Fund |
| 201715 | I Street Garage And Land Acquisition | 239 | Water Resources Replacement |
| 201715 | I Street Garage And Land Acquisition | 335 | Parking In Lieu Fee |
| 201715 | I Street Garage And Land Acquisition | 650 | Gas Taxes |
| 201715 | I Street Garage And Land Acquisition | 678 | Measure B-Local St & Rd |
| 201841 | Downtown Street Lighting Enhancement | 650 | Gas Taxes |
| 201856 | Downtown East Side Public Improvements | 650 | Gas Taxes |
| 201959 | Downtown Sidewalk And Misc ADA Improv 2019-21 | 678 | Measure B-Local St & Rd |
| 201959 | Downtown Sidewalk And Misc ADA Improv 2019-21 | 681 | Local Vehicle Reg Fee |
| 202116 | Railroad Ave Street Improvements | 239 | Water Resources Replacement |
| 202116 | Railroad Ave Street Improvements | 651 | Gas Tax - SB1 |
| 202116 | Railroad Ave Street Improvements | 688 | Measure BB-Local St & Rd |
| 202117 | Downtown Bike Parking | 677 | Measure B-Bike/Pedestrian |
| 202118 | Livermore Village Remediation | 320 | 2022 COP Construction Fund |
| 202118 | Livermore Village Remediation | 337 | Park Fee - AB 1600 |
| 202118 | Livermore Village Remediation | 611 | Low Income Housing Fund |
| 202119 | Livermore Village Joint Trench | 320 | 2022 COP Construction Fund |
| 202119 | Livermore Village Joint Trench | 337 | Park Fee - AB 1600 |
| 202119 | Livermore Village Joint Trench | 650 | Gas Taxes |
| 202120 | Downtown Surface Parking | 001 | General Fund |
| 202120 | Downtown Surface Parking | 335 | Parking In Lieu Fee |
| 202121 | Veteran's Park | 337 | Park Fee - AB 1600 |
| 202225 | Flag Pole Plaza & Downtown Streetscape Improvements | 688 | Measure BB-Local St & Rd |
| 583018 | Livermore Village Infrastructure | 611 | Low Income Housing Fund |
| 583018 | Livermore Village Infrastructure | 650 | Gas Taxes |
| 586003 | Livermore Village L Street Garage | 001 | General Fund |
| 586003 | Livermore Village L Street Garage | 320 | 2022 COP Construction Fund |
| | | | **Total Downtown Revitalization Program** |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | Change |
|---|---|---|---|---|---|
| $ - | $ - | $ - | $ 19,000 | $ 19,000 | $ - |
| 30,000 | 30,000 | - | 30,000 | 30,000 | - |
| 20,000 | 30,000 | 10,000 | 100,000 | 20,000 | (80,000) |
| 30,000 | 30,000 | - | 30,000 | 30,000 | - |
| 445,000 | 375,000 | (70,000) | - | - | - |
| 330,000 | 100,000 | (230,000) | 935,350 | 1,165,350 | 230,000 |
| 430,000 | - | (430,000) | 8,145,000 | 8,575,000 | 430,000 |
| - | - | - | 155,000 | 155,000 | - |
| **$ 1,285,000** | **$ 565,000** | **$ (720,000)** | **$ 9,414,350** | **$ 9,994,350** | **$ 580,000** |
| $ - | $ 1,089,425 | $ 1,089,425 | $ - | $ - | $ - |
| 1,700,000 | 810,575 | (889,425) | - | - | - |
| - | 450,000 | 450,000 | - | - | - |
| 400,000 | - | (400,000) | - | 400,000 | 400,000 |
| 4,195,000 | 4,000,000 | (195,000) | - | 920,000 | 920,000 |
| 11,940,000 | 12,575,000 | 635,000 | - | 25,000 | 25,000 |
| 450,000 | 450,000 | - | - | - | - |
| 60,000 | 60,000 | - | - | - | - |
| 200,000 | 200,000 | - | - | - | - |
| 50,000 | 50,000 | - | - | - | - |
| - | 8,000 | 8,000 | - | - | - |
| 20,000 | 20,000 | - | 50,000 | 10,000 | (40,000) |
| 464,000 | - | (464,000) | - | 500,000 | 500,000 |
| 1,010,000 | 120,000 | (890,000) | - | 1,000,000 | 1,000,000 |
| - | - | - | - | 115,000 | 115,000 |
| - | 240,000 | 240,000 | - | 350,000 | 350,000 |
| 875,000 | - | (875,000) | - | 885,000 | 885,000 |
| - | 5,000 | 5,000 | - | - | - |
| 265,000 | 115,000 | (150,000) | 390,000 | 520,000 | 130,000 |
| 120,000 | 135,000 | 15,000 | 170,000 | 150,000 | (20,000) |
| 205,000 | 470,000 | 265,000 | 300,000 | 355,000 | 55,000 |
| 250,000 | - | (250,000) | - | 260,000 | 260,000 |
| 300,000 | 35,000 | (265,000) | - | 100,000 | 100,000 |
| 250,000 | 35,000 | (215,000) | - | 170,000 | 170,000 |
| 310,000 | - | (310,000) | 70,000 | 370,000 | 300,000 |
| 50,000 | 12,000 | (38,000) | 50,000 | 50,000 | - |
| 450,000 | 100,000 | (350,000) | 3,800,000 | 80,000 | (3,720,000) |
| - | - | - | - | 200,000 | 200,000 |
| 65,000 | - | (65,000) | 460,000 | - | (460,000) |
| 70,000 | 3,600 | (66,400) | 460,000 | 5,000 | (455,000) |
| 820,000 | - | (820,000) | - | - | - |
| 820,000 | 1,560,000 | 740,000 | 34,500,000 | 15,400,000 | (19,100,000) |
| **$ 25,339,000** | **$ 22,543,600** | **$ (2,795,400)** | **$ 40,250,000** | **$ 21,865,000** | **$ (18,385,000)** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| **Parks and Beautification Program** | | | |
| 200429 | Doolan Park Landscape Rehabilitation Project | 337 | Park Fee - AB 1600 |
| 200646 | Park Facilities Fee Reimbursements | 337 | Park Fee - AB 1600 |
| 200654 | Decorative Wall Replacement- Citywide | 001 | General Fund |
| 202122 | Citywide Sculptures | 608 | Public Art Fee |
| | | | **Total Parks and Beautification Program** |
| **Public Building Program** | | | |
| 200439 | New Civic Center Meeting Hall | 001 | General Fund |
| 200439 | New Civic Center Meeting Hall | 665 | Peg Capital Fees |
| 200911 | Fleet Shop Floor Renovation | 740 | Facilities Rehab Program |
| 201518 | Carpet Replacement For City Buildings | 740 | Facilities Rehab Program |
| 201830 | City Hall HVAC & Central Plant Chiller Replacement | 740 | Facilities Rehab Program |
| 201930 | Fleet Services Fuel Dispenser | 740 | Facilities Rehab Program |
| 202032 | Mult-Service Center Improvements | 333 | HHS - HS Facilities Fee |
| 202032 | Mult-Service Center Improvements | 740 | Facilities Rehab Program |
| 202036 | COVID Hardening Of City Buildings | 740 | Facilities Rehab Program |
| 202136 | City Hall Roof Repairs | 740 | Facilities Rehab Program |
| | | | **Total Public Building Program** |
| **Public Safety** | | | |
| 200028 | Police Facility Expansion | 603 | LPD - Cops Ahead AB 3229 |
| 200028 | Police Facility Expansion | 619 | Asset Seizure |
| 201722 | Automated License Plate Readers | 619 | Asset Seizure |
| 201833 | Generator Replacement At Fire Station No. 6 | 740 | Facilities Rehab Program |
| 201958 | Real Time Awarness Center | 001 | General Fund |
| 201958 | Real Time Awarness Center | 603 | LPD - Cops Ahead AB 3229 |
| 201958 | Real Time Awarness Center | 619 | Asset Seizure |
| | | | **Total Public Safety** |
| **Storm Drain** | | | |
| 201726 | Permanent Storm Damage Repairs 2018-19 | 220 | Stormwater |
| 201726 | Permanent Storm Damage Repairs 2018-19 | 222 | FEMA Storm Reimb |
| 201727 | Collier Canyon Creek Silt Basin | 222 | FEMA Storm Reimb |
| 201727 | Collier Canyon Creek Silt Basin | 651 | Gas Tax - SB1 |
| 201727 | Collier Canyon Creek Silt Basin | 678 | Measure B-Local St & Rd |
| 201941 | Altamont Creek Mitigation | 698 | Surplus - AD Closeout |
| 202015 | Arroyo Las Positas Desilting Through Lpgc | 222 | FEMA Storm Reimb |
| 202015 | Arroyo Las Positas Desilting Through Lpgc | 698 | Surplus - AD Closeout |
| 202035 | Granada Channel Pipe Replacement At UPRR | 698 | Surplus - AD Closeout |
| 202123 | 2021 Stream Maintenance By Contractors | 698 | Surplus - AD Closeout |
| 202132 | Golf Course Damage Repairs | 220 | Stormwater |
| 202132 | Golf Course Damage Repairs | 222 | FEMA Storm Reimb |
| 202223 | 2022 Stream Maintenance By Contractors | 698 | Surplus - AD Closeout |
| | | | **Total Storm Drain Program** |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | Change |
|---|---|---|---|---|---|
| $ - | $ - | $ - | $ 240,000 | $ 240,000 | $ - |
| 2,600,000 | 2,200,000 | (400,000) | 1,400,000 | 500,000 | (900,000) |
| 250,000 | 40,000 | (210,000) | 1,020,000 | 1,100,000 | 80,000 |
| 125,000 | 125,000 | - | 125,000 | 125,000 | - |
| **$ 2,975,000** | **$ 2,365,000** | **$ (610,000)** | **$ 2,785,000** | **$ 1,965,000** | **$ (820,000)** |
| $ 887,000 | $ 887,000 | $ - | $ - | $ - | $ - |
| 56,337 | 56,337 | - | - | - | - |
| 135,000 | 80,000 | (55,000) | - | - | - |
| 300,000 | 300,000 | - | 210,000 | 210,000 | - |
| 2,800,000 | 290,000 | (2,510,000) | 2,800,000 | 2,500,000 | (300,000) |
| 75,000 | 12,000 | (63,000) | - | 140,000 | 140,000 |
| 399,591 | 420,000 | 20,409 | - | - | - |
| 83,024 | 16,919 | (66,105) | - | - | - |
| 60,000 | 110,000 | 50,000 | - | - | - |
| 80,000 | - | (80,000) | - | 80,000 | 80,000 |
| **$ 4,875,952** | **$ 2,172,256** | **$ (2,703,696)** | **$ 3,010,000** | **$ 2,930,000** | **$ (80,000)** |
| $ - | $ - | $ - | $ - | $ 290,000 | $ 290,000 |
| 140,000 | 20,000 | (120,000) | - | - | - |
| 55,000 | 55,000 | - | - | - | - |
| 110,000 | 3,385 | (106,615) | - | 120,000 | 120,000 |
| - | - | - | - | 300,000 | 300,000 |
| 345,000 | 345,000 | - | - | - | - |
| 425,000 | 300,000 | (125,000) | - | 100,000 | 100,000 |
| **$ 1,075,000** | **$ 723,385** | **$ (351,615)** | **$ -** | **$ 810,000** | **$ 810,000** |
| $ 30,000 | $ 35,000 | $ 5,000 | $ 30,000 | $ 30,000 | $ - |
| 460,000 | 45,000 | (415,000) | 410,000 | 115,000 | (295,000) |
| 140,000 | - | (140,000) | 60,000 | 200,000 | 140,000 |
| 150,000 | - | (150,000) | 150,000 | 150,000 | - |
| - | 150,000 | 150,000 | - | - | - |
| 50,000 | 3,000 | (47,000) | 250,000 | 150,000 | (100,000) |
| 157,635 | 145,000 | (12,635) | 400,000 | 87,635 | (312,365) |
| 330,000 | 45,000 | (285,000) | 490,000 | 198,000 | (292,000) |
| 580,000 | 115,000 | (465,000) | - | 340,000 | 340,000 |
| 320,000 | 190,000 | (130,000) | - | - | - |
| 50,000 | 35,000 | (15,000) | - | 45,000 | 45,000 |
| 40,000 | 40,000 | - | 100,000 | 60,000 | (40,000) |
| - | - | - | 360,000 | 720,000 | 360,000 |
| **$ 2,307,635** | **$ 803,000** | **$ (1,504,635)** | **$ 2,250,000** | **$ 2,095,635** | **$ (154,365)** |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| **Street Maintenance** | | | |
| 201721 | Bluebell Drive Bridge Repair At Altamont Creek | 650 | Gas Taxes |
| 201846 | 2018 Arterial Street Rehab Project | 650 | Gas Taxes |
| 202001 | Street Resurfacing 2020 | 650 | Gas Taxes |
| 202001 | Street Resurfacing 2020 | 651 | Gas Tax - SB1 |
| 202001 | Street Resurfacing 2020 | 687 | Measure BB-Bike/Ped |
| 202001 | Street Resurfacing 2020 | 688 | Measure BB-Local St & Rd |
| 202101 | Street Resurfacing 2021 | 344 | SW&R Impact Fee |
| 202102 | Sidewalk Repair 2021 | 650 | Gas Taxes |
| 202104 | Slurry Seal 2021 | 344 | SW&R Impact Fee |
| 202104 | Slurry Seal 2021 | 650 | Gas Taxes |
| 202104 | Slurry Seal 2021 | 651 | Gas Tax - SB1 |
| 202107 | ADA Access Ramps 2020-21 | 650 | Gas Taxes |
| 202107 | ADA Access Ramps 2020-21 | 688 | Measure BB-Local St & Rd |
| 202201 | Street Resurfacing 2022 | 651 | Gas Tax - SB1 |
| 202202 | Sidewalk Repair 2022 | 650 | Gas Taxes |
| 202204 | Slurry Seal 2022 | 344 | SW&R Impact Fee |
| 202204 | Slurry Seal 2022 | 650 | Gas Taxes |
| 202204 | Slurry Seal 2022 | 651 | Gas Tax - SB1 |
| 202301 | Street Resurfacing 2023 | 344 | SW&R Impact Fee |
| 202304 | Slurry Seal 2023 | 344 | SW&R Impact Fee |
| 202304 | Slurry Seal 2023 | 650 | Gas Taxes |
| | | | **Total Street Maintenance Program** |
| **Traffic Control** | | | |
| 201431 | Traffic Signal Installation Program | 306 | Traffic Impact Fee (TIF) |
| 201933 | Traffic Signal Modifications 2019-20 | 650 | Gas Taxes |
| 202131 | Miscellaneous Traffic Signing/Striping 2021-2023 | 650 | Gas Taxes |
| 202133 | Stanley Blvd At Isabel Connector Ramp Crossing Improv | 651 | Gas Tax - SB1 |
| 202133 | Stanley Blvd At Isabel Connector Ramp Crossing Improv | 688 | Measure BB-Local St & Rd |
| 202206 | Crosswalk Safety Improvements 2022 | 681 | Local Vehicle Reg Fee |
| | | | **Total Traffic Control Program** |
| **Trail, Bike, & Misc. Street** | | | |
| 201723 | Arroyo Road Path | 677 | Measure B-Bike/Pedestrian |
| 201724 | Iron Horse Trail Gap Closure Isabel To Murrieta | 677 | Measure B-Bike/Pedestrian |
| 201724 | Iron Horse Trail Gap Closure Isabel To Murrieta | 678 | Measure B-Local St & Rd |
| 201820 | Multi-Use Trails Repairs - 2020 | 674 | MTC - TDA |
| 201820 | Multi-Use Trails Repairs - 2020 | 677 | Measure B-Bike/Pedestrian |
| 201820 | Multi-Use Trails Repairs - 2020 | 687 | Measure BB-Bike/Ped |
| 201820 | Multi-Use Trails Repairs - 2020 | 688 | Measure BB-Local St & Rd |
| 201944 | Montage Trail Connection To Collier Canyon Rd | 651 | Gas Tax SB1 |
| 201944 | Montage Trail Connection To Collier Canyon Rd | 687 | Measure BB-Bike/Ped |
| 201945 | Las Colinas Trail (T-6, Segment E1) | 337 | Park Fee - AB 1600 |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 337 | Park Fee - AB 1600 |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 607 | State Grant |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 677 | Measure B-Bike/Pedestrian |
| 201955 | Arroyo Rd Trail (T-13, Segment B) | 678 | Measure B-Local St & Rd |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | Change |
|---|---|---|---|---|---|
| $ 60,000 | $ 100,000 | $ 40,000 | $ 230,000 | $ 400,000 | $ 170,000 |
| - | 3,000 | 3,000 | - | - | - |
| - | - | - | - | 200,000 | 200,000 |
| 2,312,000 | 150,000 | (2,162,000) | - | 2,450,000 | 2,450,000 |
| 290,000 | - | (290,000) | - | 800,000 | 800,000 |
| 797,000 | - | (797,000) | - | 1,000,000 | 1,000,000 |
| 500,000 | 350,000 | (150,000) | 3,000,000 | 4,925,000 | 1,925,000 |
| - | 5,000 | 5,000 | - | 2,500,000 | 2,500,000 |
| 200,000 | 200,000 | - | - | 100,000 | 100,000 |
| 100,000 | - | (100,000) | 600,000 | 1,900,000 | 1,300,000 |
| 50,000 | - | (50,000) | 210,000 | 300,000 | 90,000 |
| - | 50,000 | 50,000 | - | 300,000 | 300,000 |
| 342,000 | - | (342,000) | - | - | - |
| 50,000 | - | (50,000) | 500,000 | 200,000 | (300,000) |
| - | - | - | - | 200,000 | 200,000 |
| 50,000 | - | (50,000) | 100,000 | 50,000 | (50,000) |
| - | - | - | 100,000 | 50,000 | (50,000) |
| - | - | - | 100,000 | 50,000 | (50,000) |
| - | - | - | 50,000 | - | (50,000) |
| - | - | - | 25,000 | - | (25,000) |
| - | - | - | 25,000 | - | (25,000) |
| **$ 4,751,000** | **$ 858,000** | **$ (3,893,000)** | **$ 4,940,000** | **$ 15,425,000** | **$ 10,485,000** |
| $ 50,000 | $ 10,000 | $ (40,000) | $ - | $ - | $ - |
| - | 10,000 | 10,000 | - | 670,000 | 670,000 |
| 100,000 | 60,000 | (40,000) | - | 100,000 | 100,000 |
| - | 150,000 | 150,000 | - | 250,000 | 250,000 |
| 70,000 | - | (70,000) | - | - | - |
| - | - | - | 150,000 | 220,000 | 70,000 |
| **$ 220,000** | **$ 230,000** | **$ 10,000** | **$ 150,000** | **$ 1,240,000** | **$ 1,090,000** |
| $ 25,000 | $ 60,000 | $ 35,000 | $ - | $ 10,000 | $ 10,000 |
| 50,000 | - | (50,000) | - | - | - |
| 380,000 | 430,000 | 50,000 | - | - | - |
| 180,000 | - | (180,000) | 50,000 | 230,000 | 180,000 |
| 200,000 | - | (200,000) | - | 150,000 | 150,000 |
| 20,000 | - | (20,000) | - | - | - |
| 200,000 | 70,000 | (130,000) | - | 450,000 | 450,000 |
| - | 20,000 | 20,000 | - | 460,000 | 460,000 |
| 200,000 | - | (200,000) | 280,000 | - | (280,000) |
| 220,000 | 5,000 | (215,000) | 1,880,000 | 8,000 | (1,872,000) |
| 20,000 | 10,000 | (10,000) | - | - | - |
| 400,000 | 100,000 | (300,000) | - | 715,575 | 715,575 |
| - | - | - | 400,000 | - | (400,000) |
| - | 90,000 | 90,000 | 745,000 | 649,425 | (95,575) |

| Project | Project Name | Fund | Fund Name |
|---|---|---|---|
| **Trail, Bike, & Misc. Street cont.** | | | |
| 202028 | 2020 Atp Bike Lane Improv ements | 651 | Gas Tax SB1 |
| 202028 | 2020 Atp Bike Lane Improv ements | 687 | Measure BB-Bike/Ped |
| 202222 | East Av e Corridor Atp Implementation | 651 | Gas Tax SB1 |
| 202222 | East Av e Corridor Atp Implementation | 677 | Measure B-Bike/Pedestrian |
| 202222 | East Av e Corridor Atp Implementation | 678 | Measure B-Local St & Rd |
| | | | **Total Trail, Bike, & Misc Street Program** |
| **Transportation Infrastructure** | | | |
| 199238 | Isabel Av e/I-580 Interchange | 321 | TVTC 20% Fee |
| 199352 | Vasco Road/I-580 Interchange | 321 | TVTC 20% Fee |
| 199352 | Vasco Road/I-580 Interchange | 680 | State Street Grants |
| 199838 | Las Positas Rd Widening - Hilliker To First | 306 | Traffic Impact Fee (TIF) |
| 200259 | North Canyons Pkwy/Dublin Blv d Connection | 306 | Traffic Impact Fee (TIF) |
| 200720 | El Charro Specific Plan Infrastructure | 001 | General Fund |
| 200720 | El Charro Specific Plan Infrastructure | 306 | Traffic Impact Fee (TIF) |
| 200720 | El Charro Specific Plan Infrastructure | 340 | El Charro Infrastructure |
| 201028 | Foley Road Realignment | 306 | Traffic Impact Fee (TIF) |
| 201028 | Foley Road Realignment | 604 | So Liv Val Spec Plan Fee |
| 201837 | Vasco Road Widening | 306 | Traffic Impact Fee (TIF) |
| 201937 | Intersection Improv ements @ Jack London / Isabel | 306 | Traffic Impact Fee (TIF) |
| | | | **Total Transportation Infrastructure Program** |
| **Wastewater** | | | |
| 201414 | Springtown Trunkline Replacement | 239 | Water Resources Replacement |
| 201519 | WRP HVAC And Roofing Repairs | 239 | Water Resources Replacement |
| 201519 | WRP HVAC And Roofing Repairs | 241 | Sewer Connection Fees |
| 201522 | WRP Emergency Generator | 239 | Water Resources Replacement |
| 201522 | WRP Emergency Generator | 241 | Sewer Connection Fees |
| 201931 | WRP Primary & Secondary Treatment Improv ements | 239 | Water Resources Replacement |
| 201931 | WRP Primary & Secondary Treatment Improv ements | 241 | Sewer Connection Fees |
| 201960 | Trev arno Infrastructure | 241 | Sewer Connection Fees |
| 201960 | Trev arno Infrastructure | 251 | Water Connection Fees |
| 202003 | Annual Sewer Replacement 2020 | 239 | Water Resources Replacement |
| 202003 | Annual Sewer Replacement 2020 | 241 | Sewer Connection Fees |
| 202128 | WRP UV Treatment System Replacement | 239 | Water Resources Replacement |
| 202128 | WRP UV Treatment System Replacement | 241 | Sewer Connection Fees |
| 202129 | WRP Scada Serv er & Network Upgrade | 239 | Water Resources Replacement |
| 202129 | WRP Scada Serv er & Network Upgrade | 241 | Sewer Connection Fees |
| 202218 | WRP Scada PLC Controls Upgrade | 239 | Water Resources Replacement |
| 202218 | WRP Scada PLC Controls Upgrade | 241 | Sewer Connection Fees |
| | | | **Total Wastewater Program** |
| **Water** | | | |
| 202130 | Airway Lift Station Improv ements | 259 | Water Replacement |
| | | | **Total Water Program** |
| | | | **Grand Total** |

| FY 2021-22 Existing Budget | FY 2021-22 Proposed Budget | Change | FY 2022-23 Existing Budget | FY 2022-23 Proposed Budget | Change |
|---|---|---|---|---|---|
| - | 10,000 | 10,000 | - | - | - |
| 50,000 | - | (50,000) | - | - | - |
| - | 10,000 | 10,000 | - | - | - |
| 50,000 | - | (50,000) | - | - | - |
| - | - | - | 500,000 | 500,000 | - |
| **$ 1,995,000** | **$ 805,000** | **$ (1,190,000)** | **$ 3,855,000** | **$ 3,173,000** | **$ (682,000)** |
| $ 676,000 | $ 876,000 | $ 200,000 | $ 20,000 | $ 200,000 | $ 180,000 |
| 1,585,000 | 750,000 | (835,000) | 1,501,250 | 2,336,250 | 835,000 |
| 640,000 | - | (640,000) | 740,000 | 1,380,000 | 640,000 |
| 169,000 | - | (169,000) | 441,000 | 169,000 | (272,000) |
| 150,000 | 50,000 | (100,000) | 125,000 | 225,000 | 100,000 |
| - | 75,000 | 75,000 | - | 102,000 | 102,000 |
| 561,309 | 561,309 | - | - | - | - |
| 21,468 | - | (21,468) | 15,000 | - | (15,000) |
| 250,000 | - | (250,000) | 270,000 | 179,611 | (90,389) |
| - | 100,000 | 100,000 | - | 240,389 | 240,389 |
| 1,100,000 | 620,000 | (480,000) | 1,637,500 | 2,117,500 | 480,000 |
| 250,000 | 5,000 | (245,000) | 1,050,000 | 225,000 | (825,000) |
| **$ 5,402,777** | **$ 3,037,309** | **$ (2,365,468)** | **$ 5,799,750** | **$ 7,174,750** | **$ 1,375,000** |
| $ 100,000 | $ 12,000 | $ (88,000) | $ 2,000,000 | $ 12,000 | $ (1,988,000) |
| 1,461,000 | 767,000 | (694,000) | 3,079,000 | 1,969,000 | (1,110,000) |
| 102,000 | 54,000 | (48,000) | - | - | - |
| 34,000 | 151,000 | 117,000 | - | 274,000 | 274,000 |
| 12,000 | 52,000 | 40,000 | - | 94,000 | 94,000 |
| 900,000 | 825,000 | (75,000) | 7,910,000 | 12,915,000 | 5,005,000 |
| 300,000 | 275,000 | (25,000) | 2,640,000 | 4,305,000 | 1,665,000 |
| 215,000 | 50,000 | (165,000) | 540,000 | 700,000 | 160,000 |
| 180,000 | 50,000 | (130,000) | 535,000 | 700,000 | 165,000 |
| 521,000 | 265,000 | (256,000) | 2,789,000 | 2,605,000 | (184,000) |
| 179,000 | 91,000 | (88,000) | 956,000 | 893,000 | (63,000) |
| 175,000 | 2,000 | (173,000) | 1,287,000 | 363,000 | (924,000) |
| 60,000 | 1,000 | (59,000) | 441,000 | 124,000 | (317,000) |
| 153,000 | 125,000 | (28,000) | 1,386,000 | 407,000 | (979,000) |
| 53,000 | 43,000 | (10,000) | 475,000 | 139,000 | (336,000) |
| - | - | - | 196,000 | - | (196,000) |
| - | - | - | 67,000 | - | (67,000) |
| **$ 4,445,000** | **$ 2,763,000** | **$ (1,682,000)** | **$ 24,301,000** | **$ 25,500,000** | **$ 1,199,000** |
| $ 290,000 | $ 213,000 | $ (77,000) | $ 2,121,000 | $ 242,000 | $ (1,879,000) |
| **$ 290,000** | **$ 213,000** | **$ (77,000)** | **$ 2,121,000** | **$ 242,000** | **$ (1,879,000)** |
| **$ 54,961,364** | **$ 37,078,550** | **$ (17,882,814)** | **$ 98,876,100** | **$ 92,414,735** | **$ (6,461,365)** |



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# Staff Allocations

FY 2021-22 & FY 2022-23 Budget Update

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Administrative Services** | | | | |
| **Administrative Services Admin** | | | | |
| Administrative Services Director | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant Administrative Services Director | | | | |
| Cyber Security Manager | | 1.000 | 1.000 | 1.000 |
| Administrative Specialist I/II (Flexible Staffing) | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 2.000 | 3.000 | 3.000 | 3.000 |
| **City Clerk** | | | | |
| City Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant City Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Deputy City Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Technician | | 1.000 | 1.000 | 1.000 |
| Division Clerk | | 1.000 | 1.000 | 1.000 |
| Senior Clerk | 1.000 | | | |
| Subtotal | 4.000 | 5.000 | 5.000 | 5.000 |
| **Finance** | | | | |
| Finance Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant Finance Manager | | | 1.000 | 1.000 |
| Accounting Supervisor | 3.000 | 3.000 | 3.000 | 3.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Accounting Technician | 2.000 | 2.000 | 1.000 | 1.000 |
| Purchasing Specialist | 1.000 | 1.000 | 1.000 | 1.000 |
| Accounting Technician | 4.000 | 3.000 | 3.000 | 3.000 |
| Senior Account Clerk | 2.000 | 1.000 | 1.000 | 1.000 |
| Junior Account Clerk/Account Clerk (Flex Staff) | | 3.500 | 3.500 | 3.500 |
| Account Clerk | 2.000 | | | |
| Junior Account Clerk | 1.500 | | | |
| Division Clerk | | 1.000 | 1.000 | 1.000 |
| Subtotal | 17.500 | 16.500 | 16.500 | 16.500 |
| **Human Resources** | | | | |
| Human Resources Manager (Conf) | 1.000 | 1.000 | 1.000 | 1.000 |
| Human Resources Analyst, Senior (Conf) | 1.000 | 1.000 | 1.000 | 1.000 |
| Human Resources Analyst I/II (Conf) (Flex Staff) | 2.000 | 1.000 | 1.000 | 1.000 |
| Human Resources Technician | 0.750 | 1.750 | 1.750 | 1.750 |
| Human Resources Clerk I/II (Flexible Staffing) | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 5.750 | 5.750 | 5.750 | 5.750 |
| **Information Technology** | | | | |
| Information Technology Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Systems Administrator | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Management Analyst | | | 1.000 | 1.000 |
| New Class (IT Engineer/Water SCADA) | | | | 1.000 |
| GIS Specialist | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Information Technology Technician | 2.000 | 2.000 | 2.000 | 2.000 |
| Information Technology Technician | 4.000 | 4.000 | 2.000 | 2.000 |
| Administrative Technician | | | 1.000 | 1.000 |
| Subtotal | 9.000 | 9.000 | 9.000 | 10.000 |
| **Administrative Services Total** | **38.250** | **39.250** | **39.250** | **40.250** |

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **City Attorney** | | | | |
| **City Attorney** | | | | |
| City Attorney | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Assistant City Attorney | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant City Attorney | 2.000 | 2.000 | 2.000 | 2.000 |
| Law Office Supervisor | 1.000 | 1.000 | 1.000 | 1.000 |
| Legal Assistant | 0.500 | 0.500 | 0.500 | 0.500 |
| Subtotal | 5.500 | 5.500 | 5.500 | 5.500 |
| **Risk Management** | | | | |
| Risk Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Management Analyst II (Conf) | 0.500 | 0.500 | 0.500 | 0.500 |
| Administrative Specialist I/II (Flexible Staffing) | 0.650 | 0.650 | 0.650 | 0.650 |
| Subtotal | 1.650 | 1.650 | 1.650 | 1.650 |
| **Workers Compensation** | | | | |
| Risk Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Management Analyst II (Conf) | 0.500 | 0.500 | 0.500 | 0.500 |
| Administrative Specialist I/II (Flexible Staffing) | 0.350 | 0.350 | 0.350 | 0.350 |
| Legal Assistant | 0.500 | 0.500 | 0.500 | 0.500 |
| Subtotal | 1.850 | 1.850 | 1.850 | 1.850 |
| **City Attorney Total** | **9.000** | **9.000** | **9.000** | **9.000** |
| **City Manager** | | | | |
| **City Manager** | | | | |
| City Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant City Manager | | | 1.000 | 1.000 |
| Deputy City Manager | 1.000 | 1.000 | | |
| Management Analyst II | 2.000 | 2.000 | 2.000 | 2.000 |
| Executive Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Specialist I/II (Flexible Staffing) | 2.000 | 2.000 | 2.000 | 2.000 |
| **City Manager Total** | **7.000** | **7.000** | **7.000** | **7.000** |
| **Community Development Department** | | | | |
| **Community Development Admin** | | | | |
| Community Development Director | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant Community Development Director | 0.500 | 0.800 | 0.800 | 0.800 |
| Administrative Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Typist Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 3.500 | 3.800 | 3.800 | 3.800 |
| **Housing & Human Services** | | | | |
| Assistant Community Development Director | 0.500 | 0.200 | 0.200 | 0.200 |
| Human Services Programs Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Housing Programs Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| Management Analyst I | 2.000 | 2.000 | 2.000 | 2.000 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Division Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Typist Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 8.500 | 8.200 | 8.200 | 8.200 |

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Engineering Division** | | | | |
| City Engineer | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant City Engineer | 2.000 | 2.000 | 2.000 | 2.000 |
| Senior Civil Engineer | 2.000 | 2.000 | 3.000 | 3.000 |
| Senior Transportation Engineer | 1.000 | 1.000 | 1.000 | 1.000 |
| Construction Inspection Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Associate Civil Engineer | 6.000 | 6.000 | 6.000 | 6.000 |
| Associate Civil Engineer (Limited Duration) | 1.000 | 1.000 | | |
| Junior/Junior Civil Engineer/Assistant/ Assistant Civil Engineer (Flexible Staffing) | 3.000 | 3.000 | 3.000 | 3.000 |
| Junior/Junior Civil Engineer/Assistant/ Assistant Civil Engineer (Flex Staff) (Limited Dur) | 1.000 | 1.000 | | |
| Senior/Associate/Assistant Engineering Technician (Flexible Staffing) | 7.000 | 7.000 | 7.000 | 7.000 |
| Engineering Specialist | 2.000 | 2.000 | 2.000 | 2.000 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Typist Clerk | 1.500 | 1.500 | 1.500 | 1.500 |
| Subtotal | 29.500 | 29.500 | 28.500 | 28.500 |
| **Planning Division** | | | | |
| Planning Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Principal Planner | 2.000 | 2.000 | 2.000 | 2.000 |
| Senior Planner | 1.000 | 1.000 | 2.000 | 2.000 |
| Associate/Assistant Planner (Flexible Staffing) | 5.000 | 5.000 | 4.000 | 4.000 |
| Associate/Assistant Planner (Flex) Limited Duration | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Assistant | 1.000 | 1.000 | | |
| Administrative Technician | | | 1.000 | 1.000 |
| Division Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 12.000 | 12.000 | 12.000 | 12.000 |
| **Building Division** | | | | |
| Building Official | 1.000 | 1.000 | 1.000 | 1.000 |
| Permit Center Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Inspection & Neighborhood Preservation Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Plan Check Engineer | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Building Inspector | 1.000 | 1.000 | 1.000 | 1.000 |
| Building Inspector I/II/III (Flexible Staffing) | 2.000 | 2.000 | 2.000 | 2.000 |
| Building Inspector I/II/III (Flex) Limited Duration | 1.000 | 1.000 | 1.000 | 1.000 |
| Neighborhood Preservation Officer | 2.000 | 2.000 | 2.000 | 2.000 |
| Permit Technician I/II (Flexible Staffing) | 3.000 | 3.000 | 3.000 | 3.000 |
| Division Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Typist Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 15.000 | 15.000 | 15.000 | 15.000 |
| **Community Development Total** | **68.500** | **68.500** | **67.500** | **67.500** |

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Innovation & Economic Development Department** | | | | |
| Innovation & Economic Development Director | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Management Analyst | 1.000 | 1.000 | 1.000 | 1.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| **Economic Development Total** | **4.000** | **4.000** | **4.000** | **4.000** |
| **Fire** | | | | |
| **Livermore/Pleasanton Fire Dept** | | | | |
| Fire Chief | 0.500 | 0.500 | 0.500 | 0.500 |
| Deputy Chief | 1.500 | 1.500 | 1.500 | 1.500 |
| Battalion Chief | 2.000 | 2.000 | 3.000 | 3.500 |
| Assistant Fire Marshall | 0.500 | 0.500 | 0.500 | 0.500 |
| Emergency Preparedness Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Emergency Medical Services (EMS) Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Administrative Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Management Analyst | 0.500 | 0.500 | 0.500 | 0.500 |
| Fire Captain | 15.000 | 15.000 | 15.000 | 15.000 |
| Fire Engineer | 15.000 | 15.000 | 15.000 | 15.000 |
| Firefighter/Paramedic | 15.000 | 15.000 | 15.000 | 15.000 |
| Firefighter | 6.000 | 6.000 | 6.000 | 6.000 |
| Fire Inspector | 1.500 | 1.500 | 1.500 | 1.500 |
| Hazardous Materials Inspector | 1.500 | 1.500 | 1.500 | 1.500 |
| Office Manager | 0.500 | 0.500 | 0.500 | 0.500 |
| Administrative Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Office Assistant | 0.500 | 0.500 | 0.500 | 0.500 |
| **Fire-Livermore/Pleasanton Fire Dept Total** | **62.500** | **62.500** | **63.500** | **64.000** |
| **Library** | | | | |
| **Library** | | | | |
| Library Services Director | 1.000 | 1.000 | 1.000 | 1.000 |
| Assistant Library Services Director | | | 1.000 | 1.000 |
| Supervising Librarian | 3.000 | 3.000 | 2.000 | 2.000 |
| Supervising Library Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Librarian I/Librarian II (Flexible Staffing) | 8.500 | 8.500 | 9.500 | 10.000 |
| Library Assistant | 7.850 | 8.350 | 7.850 | 7.850 |
| Library Clerk | 3.000 | 2.500 | 2.000 | 2.000 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| **Library Total** | **27.350** | **27.350** | **27.350** | **27.850** |

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Police** | | | | |
| **Police** | | | | |
| Police Chief | 1.000 | 1.000 | 1.000 | 1.000 |
| Police Captain | 2.000 | 2.000 | 3.000 | 3.000 |
| Police Lieutenant | 5.000 | 5.000 | 5.000 | 5.000 |
| Police Sergeant | 14.000 | 14.000 | 14.000 | 14.000 |
| Police Officer | 71.000 | 71.000 | 71.000 | 71.000 |
| Police Officer (Special Funded) | 2.000 | 2.000 | 2.000 | 2.000 |
| Police Support Services Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Information Technology Coordinator | 1.000 | 1.000 | 1.000 | 1.000 |
| Police Media & Community Relations Analyst | | 1.000 | 1.000 | 1.000 |
| Police Facility & Equipment Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Police Business Services Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Crime Analyst | 2.000 | 2.000 | 2.000 | 3.000 |
| Crime Prevention Specialist | 1.000 | 1.000 | 1.000 | 1.000 |
| Property & Evidence Specialist, Supervising | | 1.000 | 1.000 | 1.000 |
| Police Identification Technician | 1.000 | | | |
| Property & Evidence Specialist | 2.000 | 2.000 | 2.000 | 2.000 |
| Community Service Specialists | 2.500 | 2.500 | 2.500 | 2.000 |
| Community Service Spec. (Limited Duration) | 1.000 | 1.000 | 1.000 | 1.000 |
| Animal Control Officer | 2.000 | 2.000 | 2.000 | 2.000 |
| Supervising Public Safety Dispatcher | 2.000 | 2.000 | 2.000 | 2.000 |
| Senior Public Safety Dispatcher | 3.000 | 3.000 | 3.000 | 3.000 |
| Public Safety Dispatcher | 14.000 | 14.000 | 14.000 | 14.000 |
| Supervising Police Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Police Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Police Clerk | 5.000 | 5.000 | 5.000 | 5.000 |
| Administrative Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Division Clerk | 2.000 | 2.000 | 2.000 | 2.000 |
| Subtotal | 139.500 | 140.500 | 141.500 | 142.000 |
| **Horizons** | | | | |
| Youth & Family Services Manager - Clincal (SF) | 1.000 | 1.000 | 1.000 | 1.000 |
| Youth & Family Services Manager - Programs (SF) | 1.000 | 1.000 | | |
| Family Therapist (Special Funded) | 1.750 | 1.750 | 2.250 | 2.250 |
| New Class (Crisis Intervention Specialist) | | | | 1.000 |
| Youth Services Case Coord (Special Funded) | 0.500 | 0.500 | | |
| Division Clerk (Special Funded) | 1.000 | | | |
| Senior Clerk (Special Funded) | 0.750 | 0.750 | 0.750 | 0.750 |
| Subtotal | 6.000 | 5.000 | 4.000 | 5.000 |
| **Police Total** | **145.500** | **145.500** | **145.500** | **147.000** |
| **Public Works** | | | | |
| **Public Works Administration** | | | | |
| Director of Public Works | 1.000 | 1.000 | 1.000 | 1.000 |
| Public Works Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| Asset Management Analyst | 1.000 | 1.000 | 1.000 | 1.000 |
| Administrative Assistant | 1.000 | 1.000 | 1.000 | 1.000 |
| Recycling Specialist | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 6.000 | 6.000 | 6.000 | 6.000 |

| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Airport** | | | | |
| Airport Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Public Works Supervisor | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Airport Service Attendant | 1.000 | 1.000 | 1.000 | 1.000 |
| Airport Service Attendant | 3.500 | 3.500 | 3.500 | 3.500 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Account Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 8.500 | 8.500 | 8.500 | 8.500 |
| **Maintenance Services/Streets** | | | | |
| Maintenance & Golf Operations Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Public Works Supervisor | 1.000 | 1.000 | 1.000 | 1.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| Maintenance Worker III | 2.000 | 1.000 | 1.000 | 1.000 |
| Maintenance Worker II | 2.000 | 3.000 | 3.000 | 3.000 |
| Maintenance Worker I | 4.000 | 4.000 | 4.000 | 4.000 |
| Senior Facilities Maintenance Worker | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Traffic Signal Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Traffic Signal Technician/Trainee (Flex Staffing) | 2.000 | 2.000 | 2.000 | 2.000 |
| Senior Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Typist Clerk | 0.500 | 0.500 | 0.500 | 0.500 |
| Subtotal | 16.500 | 16.500 | 16.500 | 16.500 |
| **Facility Services** | | | | |
| Supervising Facilities Maintenance Worker | | 1.000 | 1.000 | 1.000 |
| Senior Facilities Maintenance Worker | 1.000 | | | |
| Facilities Maintenance Wrkr I/Trainee (Flex Staff) | 2.000 | 2.000 | 2.000 | 2.000 |
| Subtotal | 3.000 | 3.000 | 3.000 | 3.000 |
| **Landscape Maintenance** | | | | |
| Public Works Supervisor | 1.000 | 1.000 | 1.000 | 1.000 |
| Landscape Maintenance Specialist | 4.000 | 4.000 | 4.000 | 4.000 |
| Supervising Groundskeeper | 1.000 | 1.000 | 1.000 | 1.000 |
| Groundskeeper III | | | | |
| Groundskeeper II | 5.000 | 4.000 | 4.000 | 4.000 |
| Groundskeeper I | 1.000 | 2.000 | 2.000 | 2.000 |
| Subtotal | 12.000 | 12.000 | 12.000 | 12.000 |
| **Fleet & Equipment Services** | | | | |
| Public Works Supervisor | 1.000 | 1.000 | 1.000 | 1.000 |
| Parts and Invetory Control Worker | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Mechanic | 1.000 | 1.000 | 1.000 | 1.000 |
| Mechanic | 4.000 | 4.000 | 4.000 | 4.000 |
| Division Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 8.000 | 8.000 | 8.000 | 8.000 |

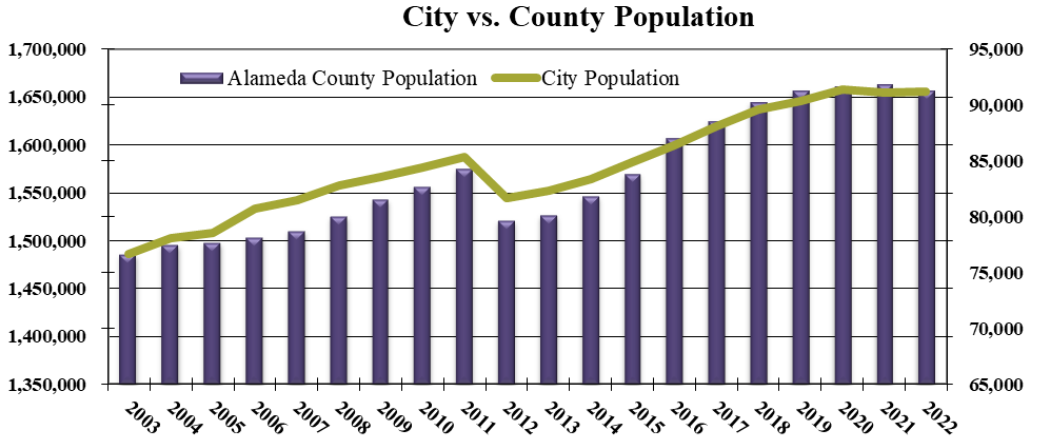
| Department And Title | Actual Positions FY 2019-20 | Actual Positions FY 2020-21 | Projected Positions FY 2021-22 | Projected Positions FY 2022-23 |
|---|---|---|---|---|
| **Water Resources** | | | | |
| Water Resources Division Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| WR Operations Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| New Class (Watershed Programs Manager) | | | | 1.000 |
| Public Works Supervisor | 4.000 | 4.000 | 4.000 | 4.000 |
| Management Analyst II | 1.000 | 1.000 | 1.000 | 1.000 |
| WR Communications Representative | 1.000 | 1.000 | 1.000 | 1.000 |
| WR Coordinator | 3.000 | 3.000 | 4.000 | 4.000 |
| WR Technical Programs Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Electrician | 1.000 | 1.000 | 1.000 | 1.000 |
| WR Lab Technician | 2.000 | 2.000 | 2.500 | 2.500 |
| WR Instrument Control Technician | 3.000 | 3.000 | 3.000 | 3.000 |
| Asset Management Specialist | 1.000 | 1.000 | 1.000 | 1.000 |
| WW Collection Systems Worker II/I/Trainee (Flex) | 7.000 | 7.000 | 7.000 | 7.000 |
| WR Mechanic I | 3.000 | 3.000 | 2.000 | 2.000 |
| WR Mechanic II | 2.000 | 2.000 | 2.000 | 2.000 |
| Parts & Inventory Control Worker | | 1.000 | 1.000 | 1.000 |
| WR Operator Trainee/Grade I/Grade II/Grade III | 10.000 | 10.000 | 10.000 | 10.000 |
| WR Supervising Operator | 2.000 | 2.000 | 2.000 | 2.000 |
| WR Source Control Inspector | 3.000 | 3.000 | 3.000 | 3.000 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Clerk | 1.500 | 1.500 | 1.000 | 1.000 |
| Division Clerk | 1.000 | 1.000 | 1.000 | 1.000 |
| Subtotal | 49.500 | 50.500 | 50.500 | 51.500 |
| **Water** | | | | |
| Water Distribution Operations Manager | 1.000 | 1.000 | 1.000 | 1.000 |
| Water Distribution Supervising Operator | 1.000 | 1.000 | 1.000 | 1.000 |
| Water Distribution Senior Operator | 2.000 | 2.000 | 1.000 | 1.000 |
| Water Distribution Operator III | 2.000 | 2.000 | 1.000 | 1.000 |
| WD Operator II/I/Trainee (Flex Staffing) | 3.000 | 3.000 | 5.000 | 5.000 |
| Administrative Technician | 1.000 | 1.000 | 1.000 | 1.000 |
| Senior Clerk | 1.000 | | | |
| Subtotal | 11.000 | 10.000 | 10.000 | 10.000 |
| **Public Works Total** | **114.500** | **114.500** | **114.500** | **115.500** |
| **Total Regular Full And Part-Time Authorized Positions** | **476.600** | **477.600** | **477.600** | **482.100** |

Footnotes:

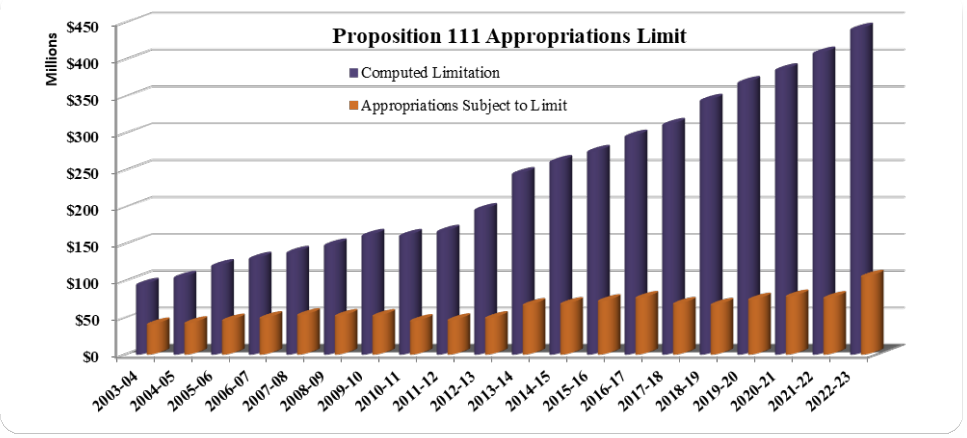
#1 - Assistant Community Development Director can be filled by any CDD Division Manager - current appointment is by the Housing & Human Services Manager.

## CONSTITUTIONAL SPENDING LIMITS

Article XIIIB of the California State Constitution, adopted by California voters in 1980, places limits on the amount of proceeds of taxes state and local governmental agencies can receive and appropriate each year pursuant to a formula based on certain FY 1978-1979 data. Effective in FY 1990-1991, Proposition 111 and SB 88 (Chapter 60/90) modified the manner in which the appropriations limit was calculated and requires annual election of an inflation adjustment factor and a population factor. The California State Department of Finance releases inflation adjustment factor as well as population estimates to local agencies in May of each year as of January 1.




The population factors may be either the change in City population or change in County population. The cost-of-living factors may be either the change in California per capita income or the change in City of Livermore non-residential new construction valuation. Typically, an agency selects the factors which provide for the largest growth to the limit. For FY 2022-23, the population factor chosen is reduction within the County as it was less than the reduction within the City. The cost-of-living factor selected by Livermore is the assessed value in the preceding year due to new non-residential construction because it exceeded the percentage change in California per capita income. Based on the calculation factors mentioned above, the Limit of Appropriations for FY 2022-23 is $440,433,435. Appropriations subject to this limit are $105,628,659. The City Council adopts the appropriation limit for the ensuing fiscal year in June. A summary of the last twenty years of the City's appropriation limit and appropriations subject to limit are shown in the following chart.





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LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 5.13**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Christine Martin, Assistant City Manager

**SUBJECT:** Resolution of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361

## RECOMMENDED ACTION

Staff recommends City Council adopt a resolution of a continued local emergency and reauthorizing remote teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

## SUMMARY

On May 23, 2022, the City Council adopted a resolution ratifying the Proclamation of the Director of Emergency Services concerning the existence of a local emergency (Resolution No. 2022-077). California Government Code section 8630 directs the City Council to review the need for continuing the local emergency at least once every 60 days.

On September 16, 2021, the Governor signed Assembly Bill 361 (“AB 361”) into law, allowing the City’s legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. AB 361 further requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees. AB 361 requires reauthorization every 30 days.

## DISCUSSION

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has now spread throughout the world.

On March 1, 2020, the Health Officer of Alameda County declared a public health emergency throughout

the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency. The declaration was based upon the Alameda County Department of Health confirming evidence of community-acquired transmission within Alameda County and the President of the United States declaring a National state of emergency.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID cases and hospitalizations.

On May 20, 2022, the Director of Emergency Services declared a local emergency. The declaration was based on the Alameda County Department of Health guidance issued on May 13, 2022 and the increase positive cases among Livermore residents and City of Livermore staff.

On May 23, 2022 the Council adopted a resolution ratifying the declaration of local emergency (Reso. No. 2022-077).

The County continues to strongly encourage COVID safety precautions including masking indoors. Positive cases continue to rise among residents and staff requiring ongoing monitoring to ensure continuity of government.

Based on the above, staff recommends the City Council adopt a resolution continuing the proclamation of local emergency and reauthorizing teleconference meetings of the City's legislative bodies in accordance with AB 361.

**FISCAL AND ADMINISTRATIVE IMPACTS**

The continuance of a Local Emergency allows the City to access federal, state and county resources, including potential financial reimbursements.

**ATTACHMENTS**

1. Resolution

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

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

**A RESOLUTION OF CONTINUED LOCAL EMERGENCY AND REAUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE CITY OF LIVERMORE'S LEGISLATIVE BODIES IN ACCORDANCE WITH ASSEMBLY BILL 361**

Section 8630 of the Government Code and Section 2.56.060 of the City of Livermore Municipal Code authorizes the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter.

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, son1e will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Humans Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID cases and hospitalizations.

On May 20, 2022, the Director of Emergency Services declared a local emergency. The declaration was based on the Alameda County Department of Health guidance issued on May 13, 2022, and the increase of positive cases among Livermore residents and City of Livermore staff.

On May 23, 2022, the Council adopted a resolution ratifying the declaration of local emergency (Reso. No. 2022-077).

The County continues to strongly encourage COVID safety precautions including masking indoors. Positive cases continue to rise among residents and staff requiring ongoing monitoring to ensure continuity of government.

Due to these conditions, City staff reported that the emergency conditions identified by the previous emergency proclamation still exist today. Staff also recommended the City Council continue to authorize teleconference meetings of the City's legislative bodies.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that it has reviewed the May 20, 2022, proclamation of local emergency ratified on May 23, 2022, by Resolution No. 2022-077, and hereby finds that conditions warrant continued maintenance of that proclamation of local emergency due to the COVID-19 pandemic.

**BE IT FURTHER RESOLVED** by the City Council of the City of Livermore that:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

2. Until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Livermore shall be those prescribed by State law and the ordinances, resolutions, and approved emergency services plans of the City of Livermore.

3. The City Council has reviewed the May 20, 2022, proclamation of local emergency that the City Council ratified on May 23, 2022 (Resolution No. 2022-077) and finds that conditions warrant continued maintenance of that proclamation and has determined that the state of emergency continues to impact the ability of the City's legislative bodies to meet safely in person. In-person meetings of the City's legislative bodies would present imminent risks to the health or safety of attendees.

4. The staff and legislative bodies of the City of Livermore are hereby reauthorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of July 13, 2022, or such time the City Council makes subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Livermore may continue to teleconference without compliance with Government Code section 54953(b)(3).

6. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected

thereby. The City Council would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases thereof be held invalid.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

| | |
|---|---|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

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

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Spence, Community Development Director

**SUBJECT:** Hearing to consider revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site

## RECOMMENDED ACTION

Staff and the Planning Commission recommend the City Council adopt the following resolutions:

1. Finding the project is within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the previously adopted addendums thereto;
2. Finding the project is exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332; and
3. Approving Downtown Design Review Modification (DDRM) 22-001, subject to conditions of approval.

## SUMMARY

The Downtown Specific Plan (Specific Plan) identifies the Livermore Valley Center as a Catalyst Project that will stimulate private investment by providing a high-quality example of successful Downtown redevelopment. The Livermore Valley Center was planned to include a parking structure, a performing arts facility, a local theater, a boutique-style hotel, restaurants, and retail centered around a park plaza.

The proposed Downtown Hotel will complete development of the Livermore Valley Center and set the stage for increasing the value and attraction of nearby properties that will stimulate further investment in Downtown Livermore. Together with the Bankhead Theater, Livermore Cinema, First Street/Railroad Avenue Commercial Projects, Bankhead Plaza, and redevelopment of the old Lucky's Shopping Center property with commercial and cultural uses, the hotel will contribute to successful Downtown revitalization.

The proposed hotel conforms to all applicable Specific Plan standards and is consistent with the Downtown Plan approved by City Council in 2018. The project is compatible with and complementary to surroundings uses. All of the required findings to approve a Downtown Design Review Modification application can be made. Therefore, the Planning commission and staff recommend the City Council approve this application.

**DISCUSSION**

BACKGROUND

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement (ENRA) with Presidio to establish procedures and standards for the negotiation of a Purchase and Sale Agreement for disposition and development of a downtown hotel. The City Council extended the ENRA with Presidio throughout the public engagement and plan development process for the new Downtown Plan. On February 26, 2018, the City Council adopted Resolution 2018-024 authorizing the execution of a Hotel Term Sheet with Presidio for the preparation of a Disposition and Development Agreement (DDA) for a downtown hotel.

On September 10, 2018, the City Council adopted Resolution 2018-154 approving Specific Plan Amendment 18-001 (the "September 2018 Amendments") to facilitate the phased implementation of the approved Downtown Plan and provisions to allow up to a four-story hotel. At the same meeting, the City Council adopted Resolutions 2018-155 and 2018-156 approving Downtown Design Review 18-015 and Disposition and Development Agreement 18-003, respectively, for a four-story, 133-room hotel on the southeast corner of Railroad and South Livermore Avenue.

On October 11, 2018, the City received a referendum petition entitled "Referendum Against Portions of a Resolution Passed by the City Council Resolution No. 2018-154" (hereinafter "Referendum"). The Referendum challenged three portions of the September 2018 Amendments, specifically the amendments to Chapter 5 (Development Standards –Core), Chapter 7 (Circulation and Transportation), and Chapter 8 (Parking Standards).

On November 26, 2018, the City Council adopted Resolution 2018-200 accepting certification by the City Clerk as to the sufficiency of signatures on the Referendum. The Council's successive adoption of Resolution 2018-201 repealed the Specific Plan Amendments listed in the referendum petition (Chapters 5,7 and 8) and confirmed that the remaining amendments to the Downtown Specific Plan approved by Resolution No. 2018-154 remain in effect.

Specifically, the Council's adoption of Resolution 2018-201 repealed the three challenged portions of the September 2018 Amendments, reverting the following chapters to the versions that existed before the September 2018 Amendments:

Chapter 5 – Development Standards – Core
Chapter 7 – Circulation and Transportation
Chapter 8 – Parking Standards

The Council's adoption of Resolution 2018-201 also confirmed that the September 2018 Amendments to the following chapters, not having been protested by the Referendum, remained effective, valid, and

enforceable:

Chapter 1 – Orientation
Chapter 2 – Existing Conditions
Chapter 3 – Revitalization Strategy
Chapter 4 – Land Use and Development Policies
Chapter 10 – Implementation
Chapter 11 – Financing

The repeal of the September 2018 Amendments to Chapters 5, 7, and 8 necessitated several adjustments to the Downtown Plan. The adjustments included reduced building heights for the hotel and the L Street parking structure, requiring two-story buildings adjacent to Blacksmith Square, and an adjustment to the land use standards to accommodate additional surface parking. The remaining components of the Downtown Plan were consistent with the Specific Plan that existed before the September 2018 Amendments.

California Elections Code section 9241 provides that, until November 27, 2019 (one year from the repeal), the City could not readopt the same amendments to Chapters 5, 7, and 8 that were challenged by the Referendum. However, the City could consider amendments to the same chapters within the one-year repeal period, provided the amendments were different from the previous amendments and avoid the objections made to the previous amendments. On May 13, 2019, within the one-year time frame, the City Council readopted amendments to Specific Plan Chapters 5, 7, and 8, that were outside the Referendum's issues of concern, including provision of additional parking and the removal of a regional theater from the Downtown Specific Plan. Removal of the regional theater language was also included in the amendments to the Specific Plan that were not challenged.

On July 29, 2019, the City Council adopted Ordinance No. 2089 approving a Development Agreement with 2205 Railroad Avenue LLC for the Wine Country Hotel at the Bankhead Project (Development Agreement 19-001). The Development Agreement (DA) between the City of Livermore and Presidio Companies (doing business as 2205 Railroad Ave. LLC) was intended to provide certainty regarding land use standards for the development of a Wine Country Hotel at the Bankhead.

On August 28, 2019, a referendum petition protesting Ordinance No. 2089 was filed with the City Clerk's Office by the Friends of Livermore Committee. The referendum (Measure P) allowed voters to affirm or reject the DA. On March 3, 2020, Livermore voters passed Measure P by over a 2/3 majority vote in favor of the Development Agreement approved by the City Council on July 29, 2019, for the downtown hotel.

On May 11, 2020, the City Council readopted the Specific Plan Amendments to Chapters 5, 7, and 8 that were challenged by the 2018 Referendum, with the exception of the amendments related to the downtown hotel site at the southeast corner of Railroad Avenue and South Livermore Avenue. At the same meeting, City Council directed staff to return with another Specific Plan Amendment to reintroduce the hotel amendments.

On October 26, 2020, the City Council adopted Resolution 2020-179 approving another Downtown Specific Plan Amendment to reestablish the four-story height limit for the hotel and enable implementation of the approved downtown hotel consistent with the approved Downtown Plan.

The approved DDA included commencement of construction in June 2020 and opening of the hotel in December 2021. However, the failed effort to overturn the City Council's approval of the Development Agreement for the hotel and subsequent impacts on the hospitality industry from the COVID-19 pandemic caused a significant delay in the project.

On January 10, 2022, the City Council reviewed and approved an Amended and Restated Disposition, Development and Loan Agreement (DDLA) for the project. The DDLA established new terms of sale of the City-owned hotel site and terms for a loan to acquire an approximately 0.77-acre property to develop a parking facility. The DDLA also secures additional public benefits and improvements including contributing to the maintenance of Stockmen’s Park, allowing public access to the hotel's roof-top deck, providing public valet parking, developing and operating a joint solid waste facility for the Livermore Valley Center, and constructing sidewalk and median improvements along South Livermore Avenue.

PLANNING COMMISSION

On May 24, 2022, the Planning Commission reviewed the project, considered public testimony, and adopted resolutions recommending unanimous approval of the project and environmental determinations. The Commission requested dispersal of bike parking facilities on the project site and the Livermore Valley Center Garage, and enhanced crosswalk and pedestrian lighting to be consistent with the Specific Plan and Downtown Livermore Concept Plan Design Guidelines. The Conditions of Approval include conditions in response to the Commission's recommendations.

PROJECT DESCRIPTION

The project under consideration includes modifications to the Downtown Hotel site plan originally approved through Downtown Design Review 18-015 on September 10, 2018. The project site is approximately 1.4 acres located on the southeast corner of Railroad Avenue and South Livermore Avenue. The applicant (2205 Railroad Avenue, LLC but referenced throughout as its parent company "Presidio") is proposing to develop a 133-room hotel, with an approximately 3,300 square foot bar/lounge, a 1,500-2,000 square foot meeting space, rooftop deck, fitness center, outdoor pool, and an open courtyard and patio. Ten guest rooms will be located on the ground floor and consist of loft-style rooms with a mezzanine level. Per the terms of the DDLA, Presidio will develop a hotel with a quality that meets or exceeds the quality of Marriott AC, Marriott Autograph Collection, Hilton Canopy, and the Curio Collection by Hilton. Hotel quality will be subject to evaluation by a hotel consultant to confirm the proposed hotel meets or exceeds the quality of the above listed hotel brands.

The hotel building will be four stories in height and approximately 70,000 square feet in floor area. Building height will be approximately 55 feet to the building parapet, and approximately 63 feet at the highest point of the three tower elements located at the corner of Railroad Avenue and South Livermore Avenue, at the southeast corner of the building, and at the main entrance to the hotel at the midpoint of the South Livermore Avenue façade.

The project includes 25 public surface parking stalls that will be constructed between the hotel and the Bankhead Theater, including 13 ADA accessible stalls. The surface parking will be accessible via a new access road that connects Railroad Avenue and South Livermore Avenue along the south and east sides of the hotel building. A loading zone for passenger drop-off and deliveries will be located along the southern portion of the access road.

The project also includes 120 additional on-site parking spaces through a valet parking program. Valet parking will be available to hotel guests and the public through on-site pick up and drop-off of vehicles. The previously approved hotel plans included a public underground parking garage with 120-spaces. The underground garage is no longer feasible due to the increase in construction, operation, and maintenance costs over the course of the project construction delay. Presidio has acquired 2080 Railroad Avenue, formerly occupied by Valley Pool Center, and will construct a parking facility that will accommodate 120 vehicles for valet service. Based upon the terms of the DDLA, the valet program will provide publicly available parking for the City. Both hotel guests and the public will be able to utilize this parking.

If additional parking is required, the DDLA obligates the City to provide up to 30 parking spaces for valet use in other city parking facilities. The City will lease the 2080 Railroad property for public parking until the hotel opens.

Independent of the on-site parking, parking requirements are also satisfied by off-site public parking in the Livermore Valley Center Garage and its new expansion at the end of I Street, within the Downtown Core. It was always intended that businesses in the Livermore Valley Center would be able to use parking spaces in city garages north of Railroad Avenue. All other uses in the Livermore Valley Center (Bankhead Theater, Cinema, First Street/Railroad Avenue Mixed-Use Commercial) have used the public parking structures to meet the parking requirements set forth in the Specific Plan.

In addition to the new road, the project will modify the roadway along South Livermore Avenue, including an extended median, sidewalk improvements, and a new two-lane drop-off area in front of the hotel entrance. As part of the storm water treatment plans, bio-retention improvements and raised planters will be placed along the new access road and throughout the surface parking area.

The Bankhead Theater is located directly to the east of the project site. Commercial and office uses are located to the south. Across Railroad Avenue to the north are the Livermore Valley Center Garage expansion and service commercial uses. Stockmen's Park and Blacksmith Square are located across South Livermore Avenue to the west.

The Downtown Plan approved by Council will continue to change the site context to the west. The Downtown Plan includes an expansion of Blacksmith Square, SPARC black box theater, Quest Science Center, Eden's workforce housing, and a new parking garage. The proposed hotel will provide a commercial use that will complement existing uses and strategically enhance activity at this prominent Downtown corner.

General Plan and Zoning

The project site is designated as Downtown Area in the General Plan. The Downtown Area designation is a general designation that applies to the area traditionally known as Downtown Livermore. The Downtown Area seeks to provide a unique, pedestrian-friendly shopping environment supported by higher-intensity residential development. The area supports a variety of mixed uses, including commercial, office, entertainment, lodging, and residential, which are implemented through the Downtown Specific Plan. The proposal to redevelop the project site with a hotel is consistent with the land use designation and General Plan goals for the Downtown Area.

The project site is located in the Downtown Core, Subarea 3, Sub-district A area of the Downtown Specific Plan. The purpose of the Downtown Core is to revitalize the City's historic core area as the center of Livermore. The intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it. To support this objective, the Downtown Core permits a variety of specialty retail, restaurant, and residential uses and is intended to be the most densely developed part of the City. A boutique hotel with accessory uses, such as a spa, restaurant, bar, meeting facilities, and limited retail and personal service uses, is a permitted use in Subarea 3, Sub-district A of the Downtown Core. As set forth above, the Project directly furthers numerous elements of the General Plan, Downtown Specific Plan, and zoning. Weighing and balancing the policies of the applicable plans, and construing those policies in light of the plans' purposes, the Project will further the objectives, policies, and general land uses and programs specified in the applicable plans.

Development Standards

The Specific Plan includes development standards and design standards and guidelines. The May 24, 2022 Planning Commission staff report (Attachment 8) discusses the project's consistency with the applicable development standards. The Planning Commission found that, subject to the Conditions of Approval, the project is consistent with the applicable development standards, including setbacks, height, and parking.

Site Design

The proposed site plan orients the building to the property lines along Railroad Avenue and South Livermore Avenue. The main entrance to the hotel lobby is at the midpoint along the South Livermore Avenue façade. A second entryway with access to the bar/lounge is located on the southeast corner of the building at the intersection of South Livermore Avenue and the new access road. The hotel pool, courtyard, and outdoor patio are located behind the building. This orientation creates a strong street presence that signals arrival into the Downtown Core.

The new access road will provide one-way entry onto the site from Railroad Avenue and one-way egress from the site onto South Livermore Avenue. Additionally, the southern portion of the access road will have a 10-foot wide loading zone for pedestrian and delivery drop off to the hotel and the adjacent businesses. Bio-retention features and landscaping elements are located along the new road.

The project includes roadway improvements along South Livermore Avenue to create a dual drop-off zone in front of the proposed hotel lobby. The drop-off zone will consist of a minimum eight foot wide sidewalk in the front of the lobby, a nine foot wide drop-off lane adjacent to the sidewalk, an eight foot wide drop-off lane, and a two foot wide striped buffer separating the travel lanes from the drop-off lanes. The two existing northbound travel lanes would be rerouted around the new drop-off lanes. The project will also install a solar-powered pedestrian flashing beacon at the existing crosswalk just south of the hotel exit driveway. The South Livermore Avenue roadway improvements are detailed starting on Sheet C11.0 in Attachment 4.

The project will utilize a new joint solid waste facility that will be developed on the east side of the Bankhead Theater to serve the Livermore Valley Center. This facility will replace the temporary enclosure that currently exists to the south of the project site. The applicant will construct this facility prior

to removal of the existing structure and construction of the hotel.

Parking

The Livermore Development Code (Development Code) requires hotel parking at a rate of one space per guest room, plus one space per 10 guest rooms. The Project requires 147 spaces.

The applicant satisfies the requirements for parking in the Development Code and the Specific Plan through a combination of on-site surface parking and a valet service provided on-site. This includes 25 spaces of surface parking, including 13 ADA spaces, 120 spaces in the valet parking lot on 2080 Railroad Avenue, and up to 30 valet parking spaces in the Livermore Valley Center Garage. Valet drop-off and pick-up will occur on the hotel site.

Independent of the on-site parking, the parking requirements are also satisfied by off-site parking in the Livermore Valley Center Garage expansion and new L Street Garage, within the Downtown Core, in accordance with the Specific Plan. The City provided parking for the existing properties in the Livermore Valley Center, often referred to as the "Golden Triangle," including the Bankhead Theater, Plaza, Livermore Cinema, and First Street/Railroad Avenue commercial buildings, by constructing the original Livermore Valley Center Garage. The Specific Plan, the environmental documents prepared for the Specific Plan, and the entitlement approvals for the Livermore Valley Center projects contemplated that the Livermore Valley Center Garage and other new public parking structures would provide parking for the Livermore Valley Center properties, and other Catalyst Project development, including the hotel and Regional Performing Arts Theater. The Downtown Hotel is a property within the Livermore Valley Center, and therefore is entitled to use parking spaces in the new off-site public parking structures within the Downtown Core, consistent with the parking allocations provided to the other Livermore Valley Center projects. This off-site parking within the Downtown Core would also be sufficient to satisfy the requirements of the Downtown Specific Plan.

On January 20, 2022, the City received a letter from an attorney on behalf of Save Livermore Downtown alleging the hotel project is inconsistent with the Specific Plan because it included off-site parking for the hotel outside of the Downtown Core (Attachment 5). On May 24, 2022, the City received another letter from the attorney on behalf of Save Livermore Downtown continuing to allege that the hotel project is inconsistent with the Specific Plan because it included off-site parking for the hotel outside of the Downtown Core (Attachment 6).

Chapter 8, Parking Standards, of the Downtown Specific Plan states as follows:

*"In the Downtown Core plan area, new surface lots are required to remain open for non-exclusive use; private surface parking lots are not permitted. New parking structures in the Downtown Core may be reserved for private use. Required parking shall be provided on-site, by payment of an in-lieu fee, off-site within the Downtown Core, or any combination thereof."* (DSP Chapter 8, Page 7 of 10)

Chapter 8 of the Specific Plan provides the Parking Strategy for the Downtown including the following strategy:

*"Promote valet parking operations in downtown. Downtown restaurants, the boutique hotel, and the performing arts theater are excellent candidates for valet parking. As parking supplies become more*

*utilized, valet parking will become a more attractive option. Valet operators can enter into agreements with businesses to use their privately owned parking and can accommodate approximately 10% more vehicles (depending on the size of the facility) than a self-parked facility."* (DSP Chapter 8, Page 6 of 10)

Consistent with the Specific Plan, the required parking for the hotel will be provided on-site through 25 surface parking spaces and a valet service with on-site drop off and pick up that will provide 120 additional spaces.

The Specific Plan promotes the use of valet services and identifies the boutique hotel and performing arts theater as excellent candidates for valet parking. The 2009 Subsequent Environmental Impact Report for Specific Plan Amendments and the Regional Performing Arts Theater includes Mitigation Measure TRANS-10c that promotes valet parking operations in Downtown and adds an example that valet operators may be able to add an additional 30 parked vehicles on the top floor of the Livermore Valley Center garage. The 2014 Downtown Parking Management Study includes a strategy for the City to encourage downtown businesses to initiate a privately-operated valet parking program during peak periods of demand to improve parking availability in downtown and address future changes in parking supply and demand.

The 2080 Railroad Avenue site is not contemplated as an off-site parking option for the Project; it is proposed for the use of the on-site valet parking program, which will provide vehicle drop off and pick up at the hotel site. As the City has consistently interpreted its Specific Plan and Development Code, valet parking is a type of on-site parking for purposes of the Specific Plan, and any contrary interpretation would frustrate the purposes of the plan which clearly contemplate valet parking programs like the one proposed in this Project. The policy purpose of limiting off-site parking options to areas within the Downtown Core is to ensure that visitors are not required to walk long distances from the place they leave their cars to visit businesses in the Downtown Core. If users bring their cars directly to the site and receive them there when they leave, the concern about long walking distances to parking is not an issue, and it would be contrary to the purposes of the Specific Plan and Development Code to consider this type of valet service to be a type of "off-site" parking.

Independent of the surface parking on-site and on-site valet program provided by the hotel developer, the hotel project, like the other uses in the Livermore Valley Center, is entitled to use parking spaces in the new parking structures in the Downtown Core, including the Livermore Valley Center Garage expansion and the L Street Garage, in order to meet the City's parking requirements. As a result, the City's parking requirements are satisfied by on-site parking alone, and are additionally satisfied through off-site parking in the Downtown Core.

It is staff’s firm conclusion that the Project meets all applicable Specific Plan parking requirements. However, Chapter 10 of the Specific Plan also provides that “the City Council may permit minor deviations from the Specific Plan provisions as part of its approval of a particular development application without requiring an amendment to the Specific Plan, provided that the project is consistent with the stated intent of the Specific Plan and the City’s General Plan”. Since the Project is consistent with the stated intent of the Specific Plan and General Plan for all of the reasons set forth above, staff recommends the Council, in the alternative, also permit the proposed parking program as a minor deviation.

Architecture and Design

The architecture is the same design and style approved by the City Council in 2018. It incorporates classic design influences typical of Italianate architecture and includes design features that complement other traditional building styles in Downtown Livermore. The building's distinguishing features include projecting eaves with corbels, prominent cornices, balconies with decorative railings, and tall first-floor storefront windows topped with transom windows. Other design details include trellises, fabric awnings, and ornamental metal railings. Attachment 4 includes the elevations and renderings that illustrate the building's key features. Plan sheet 8 includes architectural details for the building features.

The Specific Plan calls for materials that take cues from regional and local tradition, and colors that are light in color and tone. Accent colors may be more saturated and used to highlight special features. The primary building materials for the proposed project are brick, travertine tile, and cement plaster in tan and beige. The awnings that signify the prominent corners and entries are terracotta-colored canvas. The building incorporates a variety of complimentary colors and textures to provide visual interest.

Public Art

The applicant is proposing to install public art on the property rather than pay the in-lieu fee. A concept for the art is still in development and will be approved by the Arts Commission prior to issuance of a building permit. The Municipal Code requires installation of the public art before the City issues a Certificate of Occupancy.

## ENVIRONMENTAL DETERMINATION

The hotel project is within in the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR"), the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR"), and the addendums thereto that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178. As stated in those addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR and no new information of substantial importance relating to the project has become available. None of the changes to the approved Downtown Design Review Modification application affect the fact that the Project remains fully consistent with the scope of the analysis in the 2004 Final EIR and 2009 Subsequent EIR and the addendums thereto.

The project is also categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332 (in-fill development projects).

## FISCAL AND ADMINISTRATIVE IMPACTS

The project will contribute approximately $30,000 annually to the Stockmen's Park Community Facility Maintenance District. The hotel will generate revenue from property tax, sales tax, and transient occupancy tax that will further offset related municipal services.

**ATTACHMENTS**

1. Location Map
2. Conditions of Approval
3. Engineering Considerations
4. Hotel Development Plans
5. SLD Letter January 10, 2022
6. SLD Letter May 24, 2022
7. Draft Planning Commission Minutes
8. Planning Commission Staff Report
9. Resolution CEQA Notice of Determination
10. Exhibit A - PC Reso 09-22, CEQA NOD
11. Resolution - CEQA Exemption
12. Exhibit A - PC Reso 10-22, CEQA NOE
13. Resolution - CEQA Project
14. Exhibit A - PC Reso 11-22, Project
15. Exhibit B - Conditions of Approval

Prepared by: Tricia Pontau
Associate Planner

Approved by:

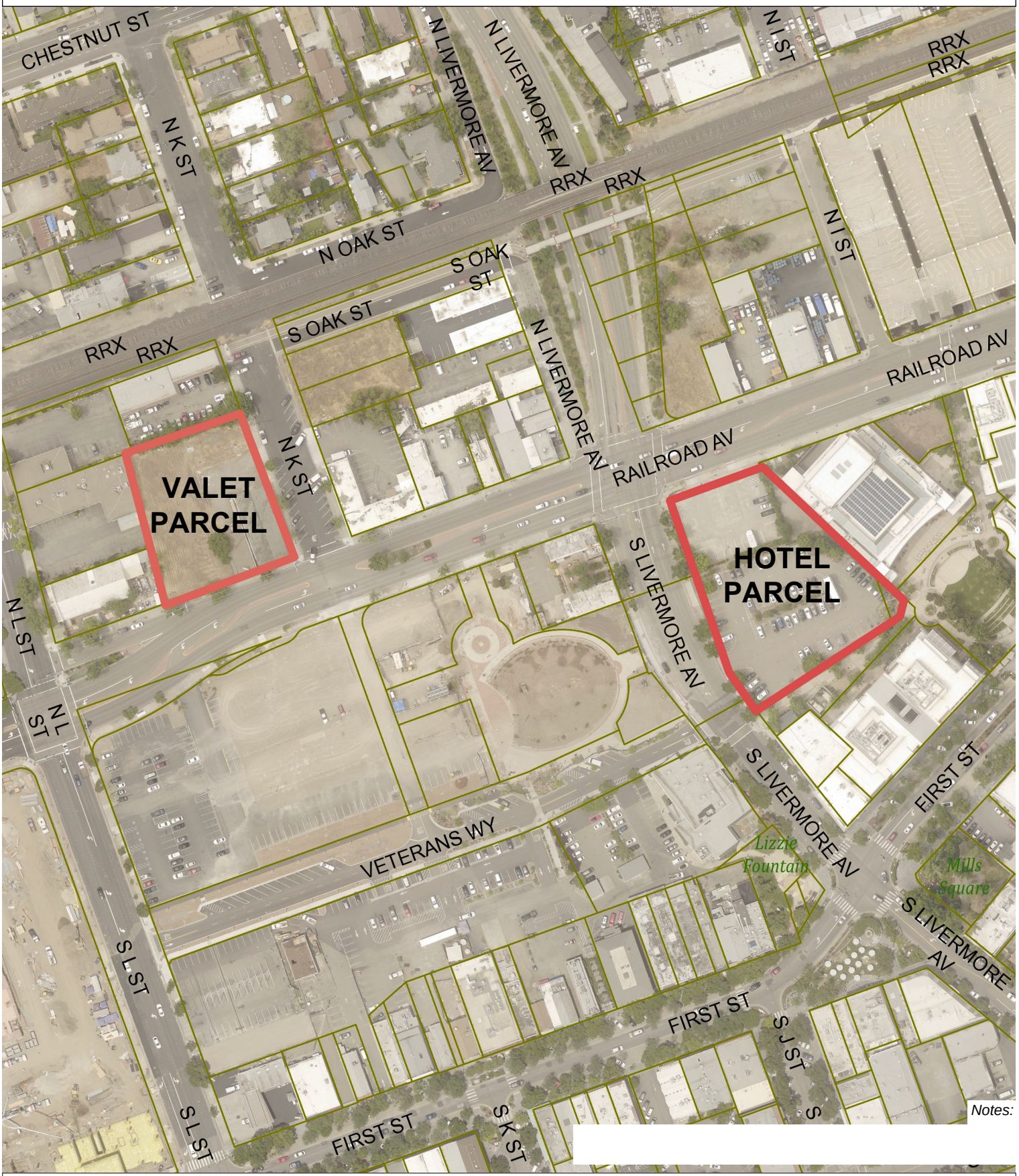
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

# Downtown Hotel - DDRM22-001




Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 2,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

*Prepared:*
4/27/2022 9:15:25 AM

# CONDITIONS OF APPROVAL

Downtown Design Review Modification (DDRM) 22-001

Revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

Location: 2205 Railroad Avenue

Recommended for Approval by Planning Commission: May 24, 2022

Approved by City Council: June 13, 2022

## A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. The Downtown Design Review Modification permit shall expire upon the expiration or termination of Development Agreement 18-003 or Amended Disposition, Development and Loan Agreement approved by the City Council on January 10, 2022, whichever is later, unless an extension is submitted and approved prior to the expiration of the Agreement with the later expiration/termination date.

## B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

1. Pedestrian-oriented areas, including walkways and paths, plazas, parking lots, and parking structures shall be illuminated to provide clear views both to and within the site. Provide a photometric plan for review and approval by the Community Development Department that shows lighting will minimize off-site glare and meet the illumination requirements of the Security Ordinance

(Municipal Code, Chapter 15.18), the Downtown Specific Plan Design Guidelines, and the General Plan.

2. This Downtown Design Review Modification approval does not include the approval of the signs shown on the development plans. All signs are subject to review and approval by the Community Development Department of a separate Downtown Design Review application.

3. The design and location of 30 bicycle parking stalls are subject to review and approval by the Community Development Department prior to submittal for building permits. The stalls may be dispersed throughout the hotel site and the Livermore Valley Center Garage parking facility.

4. The applicant shall replace the proposed flame ash street trees with a deciduous species recommended in the Downtown Livermore Concept Plan Landscape Design Standards.

5. The applicant shall work with City staff to determine the location and species of additional trees among the ADA parking along the west Bankhead Theater wall. These trees will further soften the appearance of the wall and provide additional shade for the parking area.

6. The applicant shall work with City staff to add trees to the South Livermore Avenue median that are consistent with the Downtown Livermore Concept Plan Landscape Design Standards.

7. New concrete design shall be consistent with the Downtown Livermore Concept Plan Landscape Design Standards.

8. Pedestrian crossings should have unique, detailed, and well-articulated paving design that is used throughout the Downtown Concept Plan area consistent with the Downtown Livermore Concept Plan Design Guidelines.

    a. A high visibility stamped asphalt crosswalk paving treatment should be consistently applied within the Downtown Concept Plan area.
    b. All crosswalks and curb ramps shall meet the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the State of California Code of Regulations Title 24.
    c. A standard 12-inch wide white stripe or concrete band should be provided on either side of all crosswalks to designate the crossing within the roadway.
    d. Accessible and non-slip surfaces shall be used on all crosswalks.
    e. All crosswalks shall include ADA accessible curb ramps with truncated domes to safely and easily access pedestrian crossings. Curb ramps should align in the direction of the crosswalk.
    f. An advance stop bars, advance yield warning markings, and/or pedestrian crossing signage should be used to alert drivers of crosswalks.

g. Pedestrian refuge islands should be located on all roadways with medians.
h. On-street parking should be restricted around crosswalks to improve the visibility for pedestrians.
i. Site distance at crosswalk should be maintained to ensure safe visibility. Shrubs and groundcover plantings should not exceed three 3-feet in height, and trees should be set back from intersections to promote visibility.
j. Wayfinding signage is recommended at key pedestrian crossings.

9. Special paving treatments should be incorporated at the South Livermore Avenue at Railroad Avenue intersection (one southern crosswalk) to define the Downtown Concept Plan area and increase pedestrian crossing visibility.

10. Exterior backflow preventers shall be screened from public view with landscape.

11. Livermore Municipal Code section 12.51 establishes a public art requirement for all projects. For this project, the developer has elected to provide public art on-site. The applicant shall comply with the following conditions regarding public art:

    a. The proposed art is subject to review and approval by the Commission for the Arts prior to receiving a building permit.
    b. A certificate of occupancy shall not be issued until the approved work(s) of art has been installed.
    c. The developer or owner shall execute a restrictive covenant, which shall be recorded against the project site and shall run with the land for a period of 30 years from the installation date.
    d. In the event the public art is stolen, destroyed or vandalized within the 30-year period, the developer or owner must replace or repair the public art pursuant to the Livermore Municipal Code.

12. Prior to occupancy, the applicant shall demonstrate compliance with Municipal Code Section 13.25.060 (Landscape Installation Certification Package).

13. The project is subject to applicable mitigation measures in the 2004 Downtown Specific Plan Environmental Impact Report, the 2009 Subsequent Environmental Impact Report and the addendums that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178.

## C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated

above in the Project Specific Conditions or required by the City in the approval process.

2. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance. These basic construction stage recommendations are incorporated below into these Conditions of Approval as project requirements.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

3. Any awnings over windows shall be maintained as an integral architectural feature, in an attractive, serviceable state throughout the life of the project.

4. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

5. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

6. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

7. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

8. Approval of the Downtown Design Review Modification permit is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

9. Several bioretention areas designed to facilitate stormwater infiltration and treatment are an integral part of the site's utility functioning and any proposed changes to physical design or function shall be subject to prior review and approval by the City Engineer.

**D. ENGINEERING DIVISION - DEVELOPMENT**

1. Development shall conform to the attached Engineering Considerations, dated March 30, 2022.

**E. ENGINEERING DIVISION - TRANSPORTATION**

1. Provide wheel stops for the parking spaces on the east side of the drive aisle.

2. Provide accessible ramps for the accessible aisles on the west side of the drive aisle.

**F. BUILDING DIVISION**

1. The project shall comply with currently adopted California Building Standards Code - including Part 11 - the Green Building Standards Code.

**G. MAINTENANCE DIVISION**

1. All landscaping shall be privately owned, irrigated, and maintained.

2. All proposed sidewalk, pedestrian curb ramps, and driveways shall be installed in accordance with current ADA Access Board Guidelines and City of Livermore Standards.

3. Applicant shall review all sidewalk and pedestrian ramps adjacent to the property for compliance with ADA standards. Any deficiencies shall be corrected prior to issuance of a Certificate of Occupancy.

4. All existing trees along Livermore Avenue and Railroad Avenue that are to remain will need to be inspected by a qualified Arborist through the Contractor. If trees are deemed structurally deficient and/or unhealthy, the existing trees need to be removed and replaced with a more suitable tree species.

## H. WATER RESOURCES DIVISION

The Water Resources Division has the following comments regarding this project:

1. All restaurants/food service facilities incorporated within this project shall comply with Livermore Municipal Code 13.32.330, which states the following: “Food Preparation Facilities. All facilities where food is prepared or served shall be equipped with an oil and grease interceptor with a minimum size capacity of 750-gallons. The interceptor shall be connected to the sanitary sewer, and all kitchen generated wastewater with the exception of dishwasher and garbage disposal drainage, shall discharge through the interceptor.”

2. Swimming Pool: A drain to the sanitary sewer shall be provided which allows for the proper discharge of draining the pool and/or back-flushing of pool filter equipment to the sanitary sewer.

## I. FIRE DEPARTMENT

1. None

## J. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore City Code.

**CITY OF LIVERMORE**
**ENGINEERING CONSIDERATIONS**

Date: March 30, 2022

LOCATION: **2205 Railroad Avenue**
DEVELOPER: **2205 Railroad Avenue LLC**
PLANNING REFERRAL #: **Downtown Design Review Modification DDRM22-001**

Note: Specific conditions are shown in large type. *Standard conditions that apply to this project are shown in italic type.*

## 1. DEFINITIONS:

*For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:*

| | |
|---|---|
| *Developer:* | *Person(s) or Corporation(s) that will obtain permits for construction* |
| *Improvement Plans:* | *Construction drawings for required public and private improvements* |
| *Services:* | *Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves* |
| *Project:* | *The work to be performed by Developer* |

## 2. DOWNTOWN DESIGN REVIEW MODIFICATION (DDRM) APPROVAL

A. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

B. Approval or conditional approval of Downtown Design Review Modification (DDRM) shall not supersede these Engineering Considerations and any applicable City Standards nor limit the City's Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering considerations and the City's Standard engineering specifications and details.

## 3. SPECIFIC CONDITIONS:

A. The City and Developer have entered into Disposition and Development and Loan Agreement on January 14, 2022, referred to from this point forward as the DDLA. All provisions of the DDLA shall be met as part of this project.

B. The City is to remap over parcels A and C of Parcel Map 9999 eliminating the subterranean surface parcel C and reserve the proposed public roadway as public right of way. This public right of way is to be dedicated to the City and recorded by separate instrument by the Developer per the provisions of the DDLA.

   1. Parcels A & C of Parcel Map 9999, referred to in the DDLA as the Hotel Parcel, is approximately 1.22 acres. These parcels will be mapped over by the City to eliminate Parcel C (subterranean parcel) prior to being sold to the Developer per the provisions of the DDLA. The City is constructing the expansion of the existing I Street garage to replace the existing parking on the Hotel Parcel. The expansion of the I Street garage will provide approximately 263 replacement parking spaces that must be completed prior to the developer beginning construction on this Hotel Parcel.

   2. Parcel B of Parcel Map 9999 is approximately 0.19 acres and will remain under City ownership. The parcel will continue to be utilized as a pedestrian access way to the adjacent Bankhead Theater Facility and several existing businesses that front First Street. There are several public utilities that will remain in place on this parcel that serve the Bankhead Theater and existing businesses that front First Street.

C. The Developer shall comply with the following conditions:

   1. Per the provisions of the DDLA, the Developer shall participate in the costs associated for the maintenance of Stockmen's Park located directly across South Livermore Avenue from this hotel development.

   2. The Developer shall enter into all required agreements with the City per the provisions of the DDLA to meet the Hotel Development requirement of providing the minimum required parking for the hotel as well as public and valet parking.

   3. Per the provisions of the DDLA the Developer shall enter into a Joint Solid Waste Facility Material Terms Agreement that includes the following:

      a. The Developer shall design and construct a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza.

      b. Developer shall be responsible for all service, maintenance, operation, repair, replacement, and insurance of the new Joint Solid Waste Facility

      c. Developer shall be responsible for all coordination efforts with the participating property owners for the development of a solid waste disposal plan for the Joint

Solid Waste Facility. The solid waste disposal plan shall be subject to approval by the City's Community Development Director.

d. Developer is responsible for securing the participation of the users stated above to join the Joint Solid Waste Facility Agreement to satisfy their individual solid waste disposal needs consistent with state, county, and local requirements. If after reasonable due diligence, the Developer is unable to secure all users agreement for the new Joint Solid Waste Facility, the Developer shall be responsible to ensure that the new Joint Solid Waste Facility provides waste disposal for all users stated above including any users that are not parties to the new Joint Solid Waste Facility Agreement, and that it is properly serviced, maintained, operated, repaired, and replaced, as necessary.

e. The new Joint Solid Waste Facility shall replace the temporary facility located south of the Hotel on City Parcel B of Parcel Map 9999. The Developer shall maintain access to the existing solid waste facility during the construction of this Hotel Project until such time as the new Joint Solid Waste Facility is completed and operational. Once the new Joint Solid Waste Facility is operational, the Developer shall remove the existing solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former existing solid waste facility.

4. The developer shall install design and construct street improvements along South Livermore Avenue per Condition 6a of these Engineering Conditions. In addition, the Developer shall design and construct frontage improvements along South Livermore Avenue that includes removing the existing 10-foot-wide sidewalk and street trees along South Livermore Avenue from Railroad Avenue to the southern boundary of this development and install a new 10-foot-wide sidewalk, landscaping and new tree wells and street trees along the realigned Livermore Avenue street improvements that meet the Downtown Specific Plan requirements. The minimum width of the sidewalk shall be 8 feet at the hotel entry along the proposed new dual lane drop of area as noted in Condition 6a.

5. The Developer shall design and construct a public roadway through the project site per Condition 6c and dedicate the public roadway to the City as a Right-of Way Easement.

6. Per the provisions of the DDLA, the Develop shall design and construct permanent parking facilities on their property located at 2080 Railroad Avenue for the purpose of providing their required valet parking. The parking improvement shall be completed prior to occupancy of the hotel facility.

7. The fire service and fire sprinklers shall be connected to the potable water system.

8. The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

## 4. STORM WATER SITE DRAINAGE AND TREATMENT REQUIREMENTS:

A. General

*1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".*

*2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.*

B. Storm Drainage Requirements

1. *Storm Drain System to be designed per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:*

*For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*

*For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).*

**The Developer shall install a new 12" storm drainpipe from the Hotel Sites on-site storm drain system along the Railroad Avenue frontage to an existing drop inlet located at the intersection of Railroad Avenue and South Livermore Avenue.**

C. Storm water Drainage Maintenance Funding

*The cost to maintain all on-site storm drainage infrastructure installed with this project shall be funded by the Developer for all storm water treatment serving the Hotel*

D. Storm water Treatment, Detention and Trash Capture Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Storm water Treatment, Low Impact Development, and Trash Capture, is required by the Regional Water Quality Control Board. The Developer shall complete and or update the required Storm water Quality Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements indicated in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. Approval of this plan and calculations by the City is required prior to the approval of the building permit.*

2. *This project is greater than one acre,* ***however the new impervious surface will be less than the existing impervious surface therefore a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines will not be required for this project.***

3. *Prior to building permit approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary* **and to be maintained by the developer per the provisions of the DDLA**. *If the storm water treatment devices will be maintained by more than one property owner a cleanout will be necessary at the property lines to allow the property owners to maintain their portion of the private storm water treatment system. If the storm water treatment device will be maintained by a Business Association, then the cleanouts or manholes at each of the property lines may not be needed. The storm drain treatment devices shall be shown on an exhibit and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement shall be recorded prior to occupancy.*

4. The developer shall install bio-retention swales along the southern boundary of this project on the City's Parcel B. These bio-retention swales shall treat a portion of the new public roadway improvements and will be maintained per the provisions of the DDLA.

5. The Developer shall install raised bio-retention planters within the hotel development area to capture the storm water runoff from the roof and courtyard of the hotel. These bio-retention planters shall be privately maintained by the developer.

6. The Developer shall install a new bio-treatment swale along the northeast portion of the hotel parcel. This bio-treatment swale shall be designed to capture and treat the storm water runoff from a portion of the new public roadway improvements. The maintenance of this bio-treatment area shall be per the provisions of the DDLA.

E. Storm water Treatment Infrastructure Maintenance Funding

*The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project* **and to be maintained by the Developer** *shall be funded by the Developer.*

## 5. REQUIRED ON-SITE SOURCE CONTROL STORMWATER MEASURES:

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

*"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable…"*

In accordance with this requirement, the following source control measures are included as part of these Conditions of Approval shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets shall be clearly marked with the words "No Dumping! Flows to Bay" on a stainless steel marker. The stainless steel markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Pesticide/Fertilizer Application and Irrigation

a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.
iv. Select pest and disease resistant plants.
v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

4. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b. When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

5. Food Service Equipment Cleaning

a. Food service facilities (including grocery stores) shall have a sink or other container for cleaning floor mats, equipment, and hood filters, which is connected to a grease interceptor prior to discharging to the sanitary sewer system. The cleaning area shall be large enough to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent storm water run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

b. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

6. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered food/trash compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.
b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge directly to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

7. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

8. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Storm water Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

9. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

   Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

   a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

3. On-site Storm Drains

   All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

4. Architectural Copper Cleaning, Treating or Washing

   When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

**6. STREETS:**

A. South Livermore Avenue Roadway Modifications

The Livermore Avenue roadway modifications are to create a dual drop-off zone in front of the proposed hotel site lobby. The drop-off zone will consist of a minimum eight (8) foot wide sidewalk in front of the lobby a nine (9) foot wide drop-off lane adjacent to the sidewalk, an eight (8) foot wide drop-off lane, and a two (2) foot wide striped buffer separating the travel lanes from the drop-off lanes. The curb gutter along the east side of Livermore Avenue shall be realigned to reroute the existing two north bound travel lanes around the drop-off lanes and then align back with the existing lane configuration at the intersection of Livermore Avenue and Railroad Avenue signalized intersection. The two north bound travel lanes shall be twelve (12) feet wide south of the drop-off area then be reduced down to eleven (11) feet wide travel lanes across the frontage of the drop-off area and then widen out to conform with the existing travel lanes at the intersection. The existing north bound left turn pocket at the intersection of Livermore Avenue and Railroad Avenue shall be modified such that the left turn pocket shall be a minimum of length of one hundred thirty (130) linear feet with a minimum sixty (60) foot taper as follows:

1. Remove the existing median in Livermore Avenue and salvage the existing pavestones.
2. Remove the existing curb, gutter, sidewalk, and street trees along the east side of Livermore Avenue from the southeast corner of the Livermore Avenue/Railroad intersection to the existing cross walk near the southern boundary of the hotel development.
3. Remove the existing paving within Livermore Avenue to install a new raised median

In addition, a solar powered pedestrian flashing beacon will be installed at the existing crosswalk just south of the hotel parcel exit driveway. Cost sharing for these improvements shall be per the provisions of the DDLA.

B. Railroad Avenue

New Railroad Avenue frontage improvements shall be constructed by the City as part of City Project 2021-16 widening of Railroad Avenue. The developer shall remove and replace any damaged frontage improvements as a result of constructing the hotel improvements. The Developer shall install storm drain improvements per condition 4B above. The developer shall slurry seal and restripe Railroad Avenue from Livermore Avenue to 50 feet beyond the eastern boundary of this project from the median to the gutter along the hotel frontage due to utility cuts in the street.

C. On-site Public Roadway

The following improvements shall be designed and constructed by the developer as part of the on-site public roadway:

1. Public roadway from Railroad Avenue to Livermore Avenue routing around the east side of the hotel varying in width from fourteen (14) feet in width to approximately 28 feet.
2. A total of 16 public parking spaces, including eight (8) ADA parking spaces along the eastern boundary of the proposed Hotel Development. A total of 9 private parking spaces including five (5) ADA parking spaces shall be installed along the west side to the public roadway at the courtyard of the proposed hotel development.
3. The private parking spaces shall be separated from the public roadway by a concrete valley gutter capturing the stormwater runoff from the private parking area and routing it to the hotel's required stormwater treatment swales.
4. A ten (10) foot wide loading zone along the southern boundary of the hotel property to serve the hotel and the existing commercial businesses that front First Street.
5. A five (5) foot wide sidewalk from the Bankhead Theater plaza area to Railroad Avenue along the eastern boundary of the proposed hotel development. The sidewalk shall be flush to grade from the southeast corner of the hotel development the full length of the ADA parking spaces then ramp up to a standard walkway with 6" curb up to the driveway entry at Railroad Avenue.
6. New curb and gutter along the eastern and western boundaries of the on-site roadway improvements.
7. Bio-retention swale located along the northeast portion of the roadway improvements and new 12" storm drain piping from the bio-retention swale to an existing drop inlet located at the southeast corner of the intersection of Railroad Avenue and Livermore Avenue.
8. New landscaping shall be installed along the eastern boundary of the hotel parcel from the southern point parking up to the northeast corner of the hotel parcel. The landscape shall be designed to screen a portion of the adjacent Bankhead Theater and serve as a bio-treatment device to treat the storm water runoff from the new public roadway.
9. Bio-retention planters located on the adjacent City property along the southern portion of the 10-foot-wide loading zone and new 12" storm drain piping from the bio-retention planters to an existing storm drain maintenance hole located at the roadway exit driveway on Livermore Avenue.
10. New street level driveway approach with ADA ramps on Railroad Avenue at the northeast corner of the hotel development.
11. New street level driveway approach with ADA ramps on Livermore Avenue at the southwest corner of the hotel development.

## 7. MEDIANS AND OTHER LANDSCAPED AREAS

*Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized*

*irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.*

**The median along Livermore Avenue will be modified to accommodate the Livermore Avenue improvements per Condition 6A above.**

## 8. SPECIAL DISTRICTS

### A. Landscaping and Lighting Maintenance and Operation

This Development is within the existing Downtown Landscape Maintenance District and shall continue to be accessed in accordance with the District.

### B. Mello Roos District

There will be a maintenance CFD created to fund the maintenance costs associated with maintaining Stockman's Park which will be constructed directly across from this development as part of the agreement the City signed with the Livermore Stockman's Rodeo Association. Per the provisions of the DDLA the Developer shall be required to participate in this CFD.

## 9. STANDARD CONDITIONS:

A. *The Developer shall field verify the locations of all existing utility systems (water, sewer, drainage, electric, gas, etc.) that are necessary for this project.*

B. *The Developer shall extend necessary utilities to this site so that this project can be connected to them.*

C. *Submit plans of all existing and proposed public improvements, sanitary sewer and water services, and on-site storm drainage, for review and approval prior to building permit issuance.*

D. *Construct underground utility services (electric, phone, etc.) to the site. These services are typically from the utility mains that are located along a site's street frontage(s). The Developer shall note this work on the approved site plans.*

E. *Construct functional systems for on-site and off-site storm drainage, sanitary sewerage, and water.*

F. *Intercept and dispose of existing drainage upgrade from the site by an approved storm drainage system to avoid off-site ponding or the concentration of the natural run-off along the periphery of the site. Complete sufficient off-site investigation to insure that the plans clearly delineate existing conditions.*

*G. Install a one-way cleanout on all 6-inch laterals to provide for cleaning the laterals from the cleanout to the sewer main.*

*H. Install fire hydrants per Fire Marshal's recommendation.*

*I. A separate water meter(s) shall be provided for the irrigation of the landscaping.*

*J. Contact the California Water Service Company (the provider of water to this part of the City) at (925) 447-4900 regarding water service requirements, requests, or questions. Water service installations and removals shall be coordinated with both the California Water Service Company and the City's public works inspector. All water system designs, including water service laterals, shall be approved by Cal Water prior to building permit approval.*

*K. The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C. The fire service(s) shall be located so that the fire service backflow preventer(s) can be screened without blocking sight distance at driveways and intersections.*

*L. Provide adequate sight distance at all driveways and intersections. Monument signs and landscaping at driveways shall be located so that they don't restrict the sight distance of exiting drivers. Landscaping and mounding in the sight distance area along the street shall be kept to a maximum height of 2.5 feet above the top of street curb. Tree branches in the area shall be trimmed to be a minimum of 8 feet above the top of the street curb.*

*M. Utility cuts in the frontage street along this project will require a slurry seal across the entire length of the affected street frontage(s) to water seal the street surface, to restore the ride quality of the street surface, and to restore the appearance of the street surface.*

*N. Modify signing and striping as necessary.*

*O. If the project is on a corner lot and the sidewalk does not already have a standard access ramp then the applicant shall construct a City standard access ramp.*

P. **Add a one-way sign along the on-site public roadway on the hotel site along with directional arrows along the pavement.**

*Q. Install a mailbox at a location and of a design approved by the Livermore Post Office and the City. The Developer shall submit a mailbox plan (locations and sizes) that has been approved by the Livermore Post Office with the first submittal of the improvement plans. The*

*first submittal of the improvement plans shall show the mailboxes in the Livermore Post Office approved locations.*

*R. Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:*

*1. Construction Operations - Dust shall be controlled. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, saw cutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.*

*2. Pavement Cleaning - Flushing of streets/parking lots to remove dirt and construction debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.*

*S. Prepare all public improvement plans in conformance with the latest edition of the following City of Livermore documents:*

*1. Standard Specifications and Details*
*2. Development Plan Check and Procedures Manual*

*T. Submit for approval a cost estimate for the public improvements.*

*U. Submit for approval a cost estimate for the public improvements. Prior to the issuance of a building permit for the site, the Developer shall provide cash or a check in the amount of the City approved cost estimate and a letter stating that the City of Livermore may put this money in a non-interest bearing trust account and may use this money at its discretion to correct safety problems if the Developer's contractor leaves unsafe conditions while performing the work, and that the City could also use this money at its discretion to restore off site or public areas to a satisfactory condition if the Developer were to abandon the project when it was partially completed. If unused this money will be returned to the Developer when the City has accepted the public improvements.*

*V. Submit a certificate of insurance in the form and with the coverages required by the City.*

*W. Obtain an Encroachment Permit from the City's Permit Center at (925) 960-4440, prior to starting any public improvements. Construct all public improvements per City standard details and specifications.*

*X. Replace any broken or displaced curbs, gutters, sidewalks and driveways. The Engineering Division at (925) 960-4500 will mark the location of these defective facilities upon request by the Developer.*

*Y. Complete all public improvements prior to occupancy, except that the Developer may formally request to defer items that are not related to public safety. Any request to receive occupancy prior to the completion of all public improvements shall be submitted in writing to the City Engineer and shall include the reasons that justify the request, and the number of weeks after occupancy that are needed to complete the improvements. If the request is approved by the City Engineer, the Developer may submit a cash bond in the amount of 200% of the cost of the deferred improvements with a letter that states that if the Developer has not completed the improvements by the date established by the City Engineer, the Developer will forfeit the entire cash bond to the City. The Developer's letter shall also state that the Developer understands that the City will use the forfeited funds to complete the improvements, and that the Developer also understands that the City will retain any unspent portion of the funds for administrative expenses.*

*Z. Submit descriptions, plats and deed documents for all necessary right-of-way and easement dedications for review and approval. The City will only accept right-of-way and easement dedications after the improvements required over said dedications have been completed by the Developer and approved by the City. The Developer shall not receive approval for occupancy until required dedications have been accepted.*

**10. DEVELOPMENT FEES:**

*A. Pay current development fee rates as adopted by the City Council. (They may be adjusted from time to time to reflect the cost of providing a facility.) The fees shall be those that are in effect on the date the City receives a complete application for a building permit. The City's "Development Fees" information sheet has the following fees that apply to this project:*

City Storm Drainage
County Storm Drainage – Building
County Storm Drainage - Public Improvements
Sanitary Sewer Connection
Encroachment Permit
Inspection for Public Improvements
Building Permit
Park Facilities Fee
City Water Connection
Alameda County Water Connection, Zone 7
Tax on Construction
Low Income Housing Impact (Commercial and Industrial)
Traffic Impact Fee
Improvement Plan Check Fee

Tri-Valley Transportation
Art in Public Places
General Plan Cost Recovery
Social and Human Services
School Impact Fees (contact the Livermore School District at (925) 606-3200.)

B. The Developer shall receive credits for existing on-site development improvements on the Hotel Parcel.

**11. INFORMATION FOR THE DEVELOPER:**

There are City Municipal Code requirements regarding the quality of water that is discharged to the sanitary sewer and the storm drainage systems. The Developer should contact the City's Water Resources Division at (925) 960-8100.

JW:FL:MAP 

*S:\Development Projects\Planning Eng Conditions of Approval\DDR\DDRM22-001 - Downtown Hotel Site/DDRM22-001 – Downtown Livermore Hotel Engineering Conditions*




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LIVERMORE HOTEL

04/07/2022

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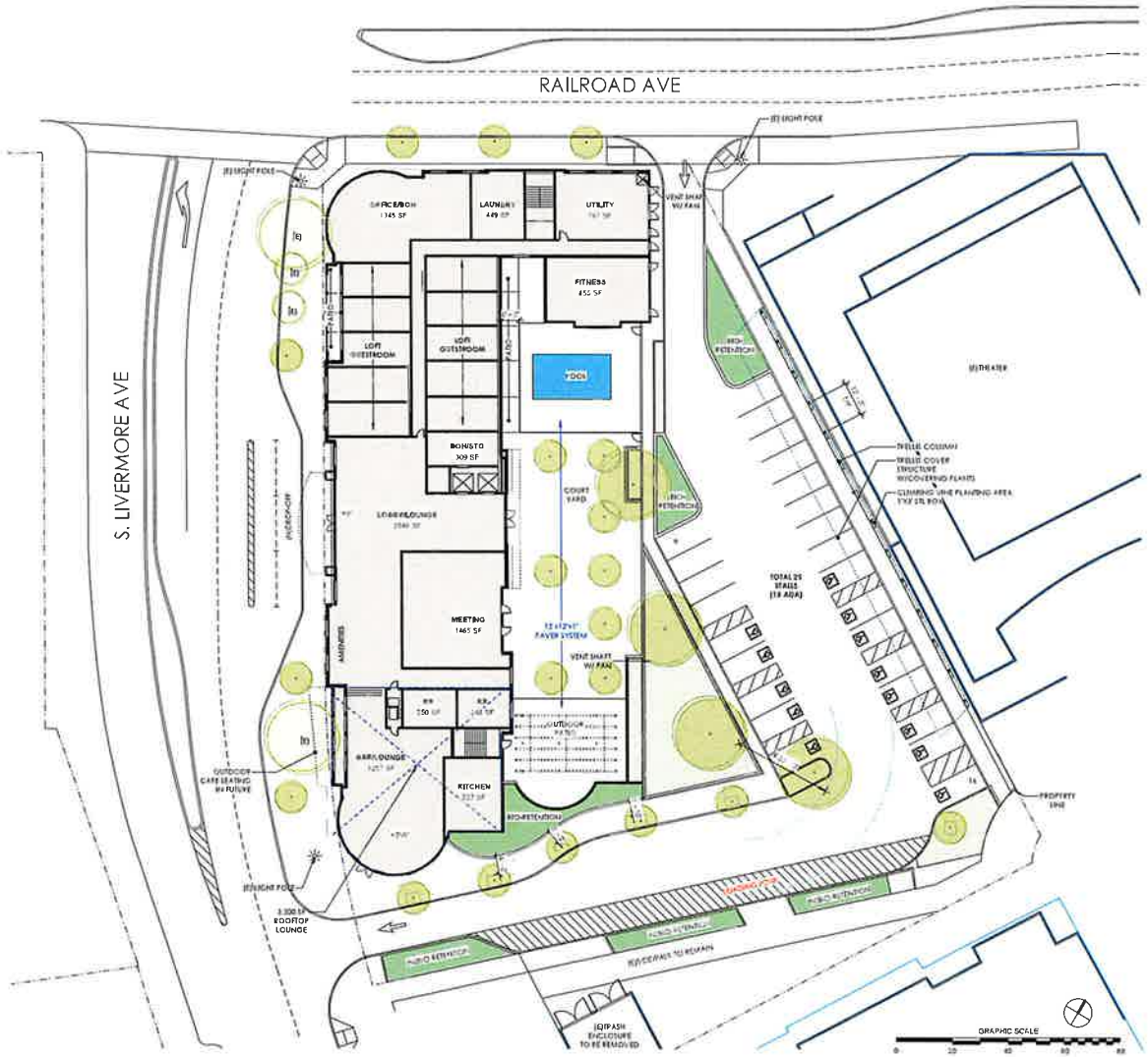
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LEVEL 1 / SITE PLAN 1

| | |
|---|---|
| ADDRESS | 2205 RAILROAD AVE<br>LIVERMORE, CA 94550 |
| APPLICANT | RINESH PATEL/PRESIDIO COMPANIES<br>(415) 344-7298<br>RINESH@PRESIDIOCO.COM |
| APN | 98-407-31 98-407-33 |
| SITE AREA | 1.22+/- ACRES |
| ZONING | DOWNTOWN MIXED USE PLAN (DUP) |
| OCC. CLASSIFICATION & USE | R-1 HOTEL |
| BUILDING CONSTRUCTION TYPE | TYPE V-A, SPRINKLERED |
| HEIGHT | PARAPET 54' - 6", TOWER 63'-0" |

AREA SUMMARY

| LEVEL | PROGRAM | AREA (APPROX.) | AREA (APPROX.) | ROOM COUNT | NOTES |
|---|---|---|---|---|---|
| | | | - | - | |
| LEVEL 1 | LOBBY/AMENITIES/BOH | | 17,900 SF | - | |
| | POOL/COURTYARD | | - | - | 7,000 SF (EXTERIOR) |
| | OUTDOOR PATIO | | - | - | 1,600 SF (EXTERIOR) |
| | GUEST ROOMS | | - | 10 | LOFT STYLE |
| LEVEL 2 | GUEST ROOMS | | 17,830 SF | 41 | |
| LEVEL 3 | GUEST ROOMS | | 17,155 SF | 41 | |
| LEVEL 4 | GUEST ROOMS | | 17,155 SF | 41 | |
| TOTAL | | 11,300 SF | 70,050 SF | 133 | 527 SF/RM |

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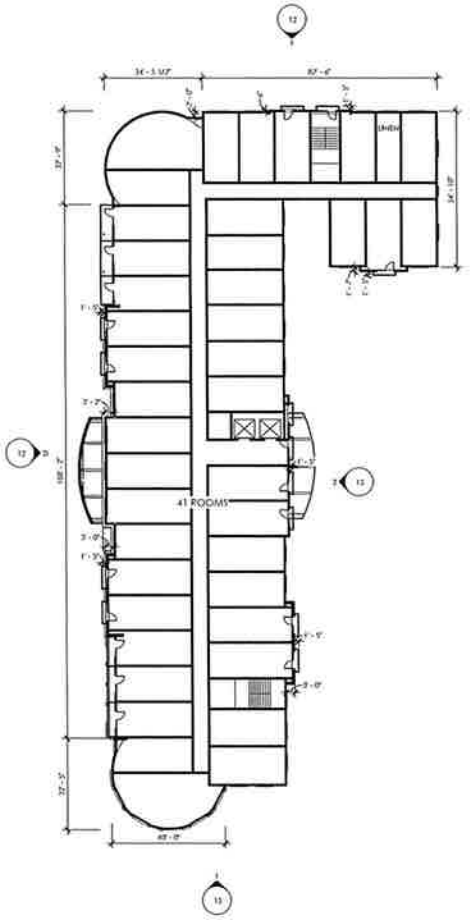
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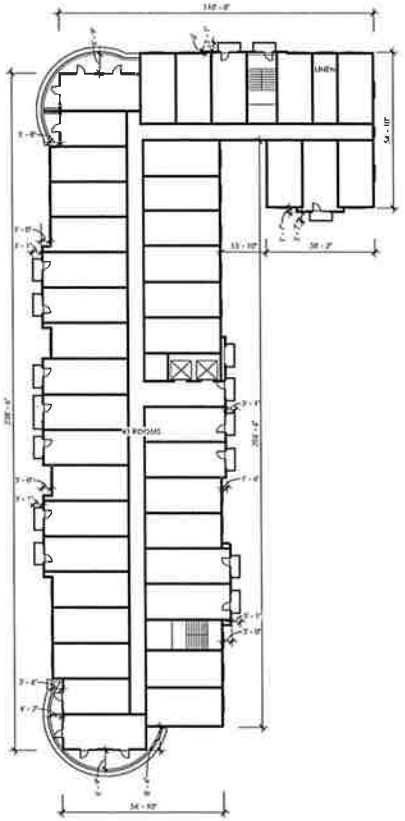
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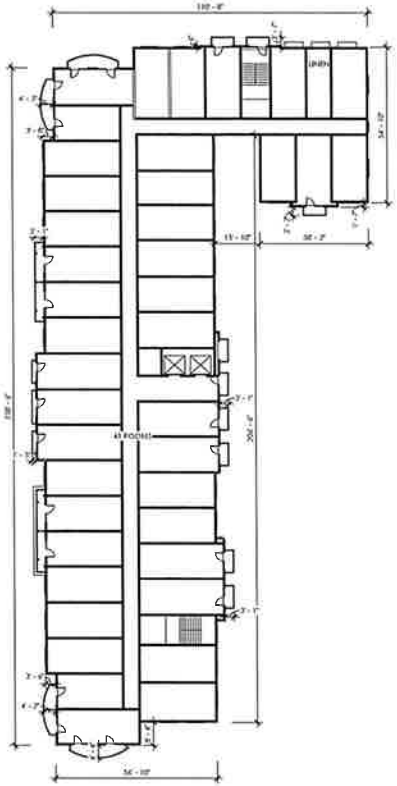
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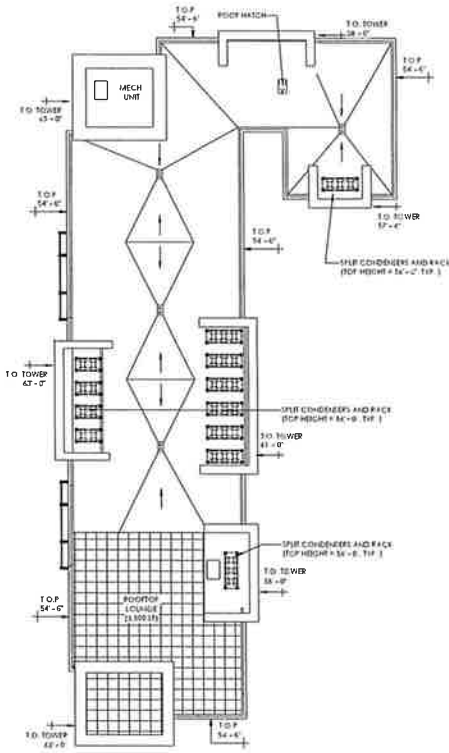

LEVEL 2 1" = 20'-0" 1




LEVEL 3 1" = 20'-0" 2




LEVEL 4 1" = 20'-0" 3




NOTE: T.O.P. = TOP OF PARAPET

ROOF 1" = 20'-0" 4

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NORTH ELEVATION 1




WEST ELEVATION 2

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2277 Fair Oaks Boulevard Studio 220
Sacramento California 95825
916 993-4600 | www.hrgarchitects.com

presidiocompanies

LIVERMORE HOTEL

04/07/2022

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SOUTH ELEVATION 1

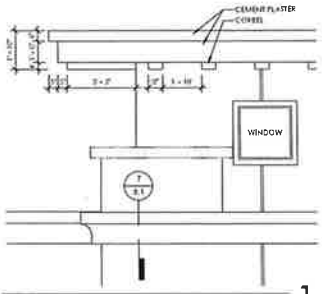



EAST ELEVATION 2

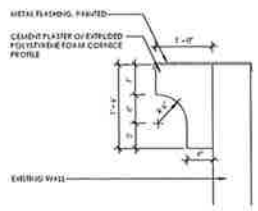


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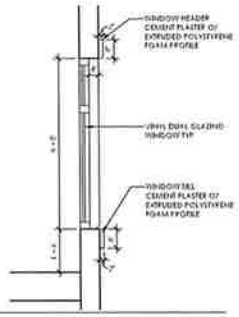
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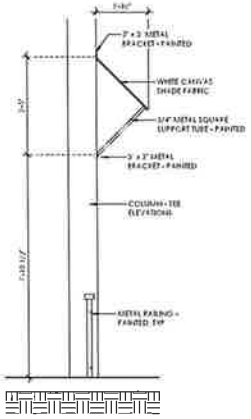

ENLARGED CORNICE 1 — 11



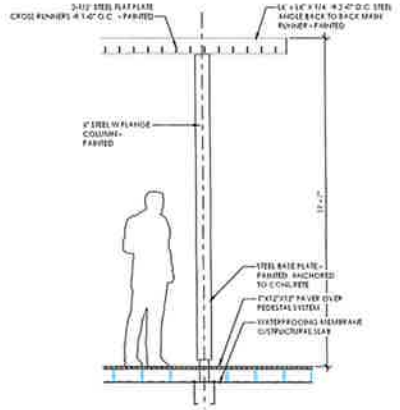

TYP. CORNICE DETAIL 1 — 7



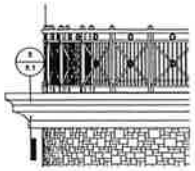

TYP. WINDOW DETAIL 1 — 4



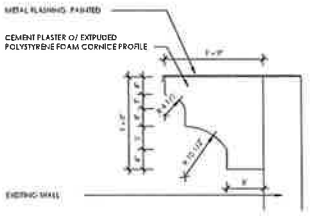

WHITE AWNING DETAIL — 3



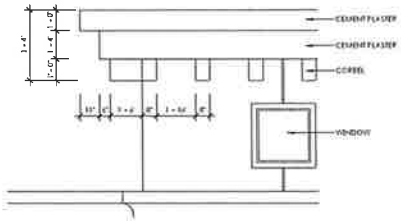

OUTDOOR PATIO TRELLIS DETAIL — 1



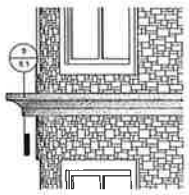
ENLARGED CORNICE 2 — 12



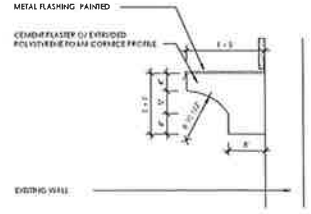

TYP. CORNICE DETAIL 2 — 8



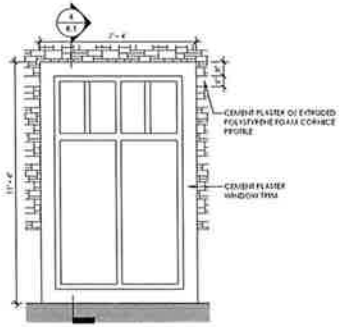

ENLARGED ROOF DETAIL — 5



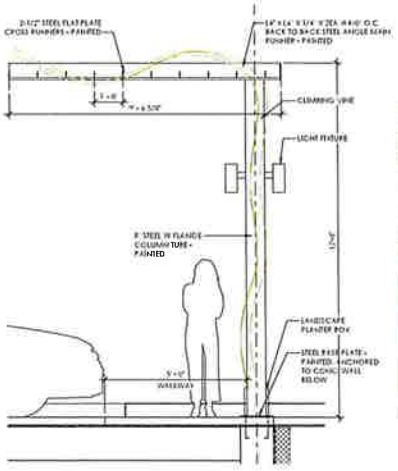
ENLARGED CORNICE — 13



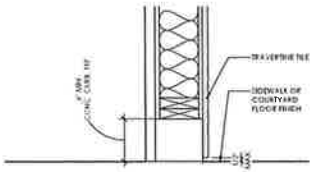

TYP. CORNICE DETAIL 3 — 9



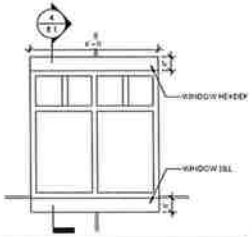

TYP. WINDOW DETAIL 3 — 6




TRELLIS OVER PARKING DETAIL — 2




STONE BASE OF WALL DETAIL — 14




TYP. WINDOW DETAIL 2 — 10



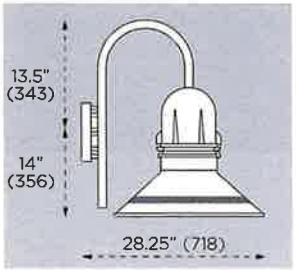
HRGA ARCHITECTURE

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LIVERMORE HOTEL

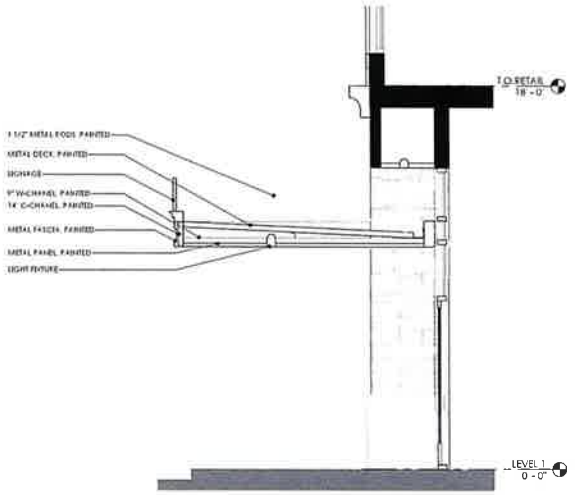
04/07/2022



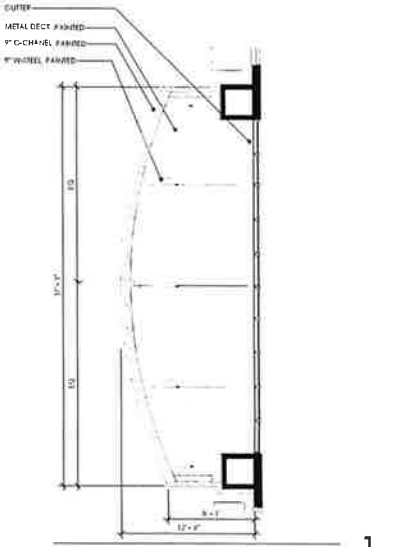



W
*Sheppard arm attachment*

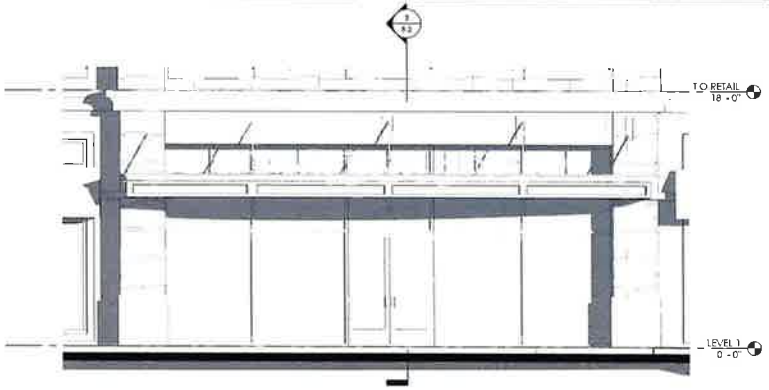
EXTERIOR LIGHTING FIXTURE




MAIN CANOPY SECTION 3




ENLARGED ROOF CANOPY 1




ENLARGED MAIN CANOPY ELEV 2

# PROPOSED MATERIALS



GREY TPO ROOF MEMBRANE



CLEAR GLAZING
(ALL WINDOWS)



KAWNEER ANODIZED ALUMINUM &
VINYL WINDOWS - DARK BRONZE
(ALL WINDOWS)



STEEL SQUARE POST WITH CROSS
PATTERN BAR AND 1/4" DIA RODS
RAILING



TRAVERTINE TILE, TYPE A
DAL TILE MARBLE ATTACHE
COLOR - TRAVERTINE MA85



CEMENT PLASTER 1
COLOR - BEIGE



CEMENT PLASTER 2
COLOR - TAN



STONE VENEER
CULTURED STONE
COUNTRY LEDGESTONE



TRAVERTINE TILE, TYPE B
ELDORADO STONE VENEER TILE
COLOR - SANDERLING



SUNBRELLA CANVAS AWNING
COLOR - TRESCO CRAY

# SITE CONTEXT




NORTHBOUND S LIVERMORE AVE



SOUTHBOUND N LIVERMORE AVE



WESTBOUND RAILROAD AVE



EASTBOUND RAILROAD AVE



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PLANT LEGEND

| TYPE | BOTANICAL NAME | COMMON NAME | WATER USE | SIZE | SPACING |
|---|---|---|---|---|---|
| | (E) STREET TREES TO REMAIN AND PROTECTED | | | | |
| | STREET TREES | | | | |
| | [illegible] | [illegible] | M | [illegible] | 35' x 40' |
| | LARGE SHADE TREES | | | | |
| | CERATONIA SILIQUA 'VISCOSIMO' | VISCOSI CAROB | VL | 24" BOX | 25' x 25' |
| | ZELKOVA SERRATA 'VILLAGE GREEN' | SAWLEAF ZELKOVA | M | 24" BOX | 35' x 50' |
| | ACCENT TREES | | | | |
| | LAGERSTROEMIA 'MUSKOGEE' | ARISTOCRAT CRAPE | M | 24" BOX | 20' x 12' |
| | OLNEYA TESOTA 'DESERT MUSEUM' | AMERICAN DESERT | VL | 24" BOX | 25' x 25' |
| | PISTACIA CHINENSIS 'ROWAL PURPLE' | PURPLE PISTACHE TREE | L | 24" BOX | 30' x 30' |
| | SCREENING SHRUBS & HEDGE | | | | |
| | CALLISTEMON VIMINALIS 'LITTLE JOHN' | DWARF WEEPING BOTTLEBRUSH | L | 5 GAL | 4' x 5' |
| | PODOCARPUS MACROPHYLLUS 'MAKI' | SHORT-LEAF YEW PINE | M | 5 GAL | 4' x 15' |
| | FOUNDATION PLANTING | | | | |
| | TOXICODENDRON DIVERSILOBUM 'PRETTY' | DWARF WHITE OAK | L | 1 GAL | 3' x 3' |
| | SALVIA 'BEES BLISS' | BEES BLISS SAGE | L | 5 GAL | 3' x 5' |
| | WESTRINGIA 'MORNING LIGHT' | VARIEGATED COAST ROSEMARY | L | 5 GAL | 5' x 5' |
| | ACCENT SHRUBS | | | | |
| | AGAVE ATTENUATA | FOXTAIL AGAVE | L | 10 GAL | 6' x 6' |
| | DASYLIRION WHEELERI 'LITTLE RUBY' | LITTLE RUBY DESERT SPOON | M | 5 GAL | 3' x 3' |
| | KNIPHOFIA UVARIA 'TORCH ROCK' | TORCH ROCK RED HOT POKER | L | 1 GAL | 3' x 3' |
| | SALVIA LEUCANTHA 'SANTA BARBARA' | COMPACT MEXICAN BUSH SAGE | L | 5 GAL | 3' x 3' |
| | GROUNDCOVERS | | | | |
| | SEDUM SPECIES | POLYCARPUS SEDUM | L | 1 GAL | 1' x 1' |
| | TURF (DROUGHT TOLERANT) | FESTUCA | L | 1 GAL | 400 s.f. / 1 GAL |
| | VINES | | | | |
| | GELSEMIUM SEMPERVIRENS | CAROLINA JESSAMINE | L | 5 GAL | |
| | BIORETENTION AREA | | | | |
| | CHONDROPETALUM TECTORUM | CAPE RUSH | L | 1 GAL | 3' x 3' |
| | JUNCUS PATENS | CALIFORNIA GRAY RUSH | L | 1 GAL | 3' x 3' |

LANDSCAPE REQUIREMENTS

PARKING LOT LANDSCAPING
- # STALLS W/ LANDSCAPING REQUIRED TO BE
- LANDSCAPE TOTAL PARKING LOT AREA =
- 5% x SF
- LANDSCAPE PROVIDED = SF (24%)

REQUIRED TREE
- 15 TREES PER 1 ACRE (MINUS BUILDING FOOTPRINT)
- SITE = ACRES MINUS 0.0 ACRES = ACRE
- TREE REQUIRED =
- TREE PROVIDED = 24 (STREET TO REMAIN,

TREE SIZES / TYPES
- MAXIMUM = 25%
- TOTAL TREES PROPOSED = 79
- 25% MAXIMUM = 5
- TREES PROPOSED @ 24"BOX = 4 (24%)

ENTITLEMENT SET - NOT FOR CONSTRUCTION

WDSLA
Wilson Design Studio Landscape Architecture
1631 Alhambra Blvd., Suite 100
Sacramento, CA 95816
916.924.5641 | www.wdsla.com

REGISTERED LANDSCAPE ARCHITECT
PETER J. WILSON
No. 4129
STATE OF CALIFORNIA

SUBCONSULTANT

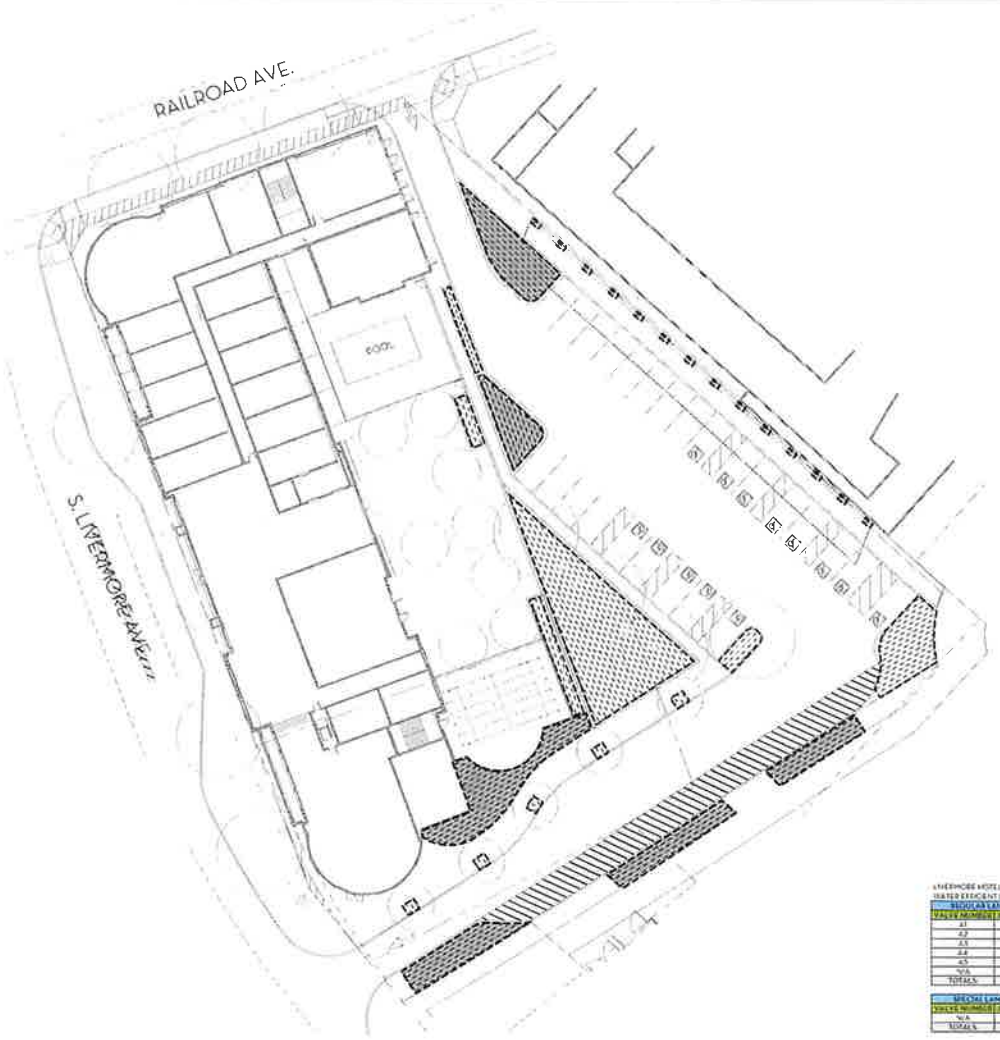
REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DRAWN: KW
CHECKED: PJW
DATE: 2021

LIVERMORE HOTEL
PRELIMINARY LANDSCAPE PLAN
LIVERMORE, CA

SHEET
L1




## IRRIGATION LEGEND

| SYMBOL | MAN. / MODEL NO. | DESCRIPTION | RADIUS | PSI | GPM | PRECIP RATE |
|---|---|---|---|---|---|---|
| | HUNTER PLD-BOW | PLD DRIP TUBING / 0.60 GPH EMITTERS SPACED AT 18" O.C. INSTALL TUBING ON GRADE, PER MANUFACTURERS INSTRUCTIONS, IN 18" SPACED ROWS WHERE SHOWN. SEE DETAIL X, SHEET L X.X | N/A | 30 | 0.69/100 | 0.43 |
| | HUNTER ECO-MAT | ECO-MAT FLEECE IRRIGATION MAT WITH FLEECE WRAPPED PLD TUBING / 0.60 GPH EMITTERS SPACED AT 12" WITH ROW SPACING AT 18", INSTALL 4" BELOW TURF FINISHED GRADE WHERE SHOWN | N/A | 30 | 100/100 | 0.83 |
| | HUNTER PLD-BV | PLD MANUAL FLUSH VALVE. INSTALL AT GRADE IN 10" ROUND VALVE BOX IN PLANTER AREA LOCATED AT LOWEST POINT FROM DRIP ZONE CONTROL KIT, TYP. SEE DETAIL X, SHEET L X.X | | | | |
| | HUNTER ECO-ID | HUNTER ECO-INDICATOR FOR SUB-SURFACE IRRIGATION. INSTALL IN A VISIBLE LOCATION AT LOWEST POINT FROM DRIP ZONE CONTROL KIT | | | | |
| | HUNTER PLD-AVR | AIR RELIEF VALVE. INSTALL AT GRADE AT HIGHEST POINT IN 6" ROUND VALVE BOX IN PLANTER AREA LOCATED AT HIGHEST POINT FROM DRIP ZONE CONTROL KIT, TYP. SEE DETAIL X, SHEET L X.X | | | | |
| NOT SHOWN | HUNTER VARIES | PLD CONNECTION FITTINGS, AS REQUIRED | | | | |
| | HUNTER RZWS-B-25-CV | ROOT ZONE WATERING SYSTEM<br>TWO (2) PER TREE * | N/A | 30 | 0.25<br>*0.50 | 0.86<br>*1.72 |
| | HUNTER ICV | HUNTER IC / CONTROL VALVE, SIZE AS NOTED. SEE DETAIL X, SHEET L X.X. | | | | |
| | HUNTER IC-7 | HUNTER DRIP ZONE CONTROL KIT, SIZE AS NOTED SEE DETAIL X, SHEET L X.X | | | | |
| | NIBCO T-113 | BRASS GATE VALVE, LINE SIZE. SEE DETAIL X, SHEET L X.X | | | | |
| | HUNTER HQ44-RC | 1" BRASS QUICK COUPLING VALVE W/ LOCKING COVER SEE DETAIL X, SHEET L X.X | | | | |
| MV | HUNTER ICV-101G | 1" MASTER VALVE, INSTALL PER MANUFACTURER'S SPECIFICATIONS | | | | |
| FS | CST SEN-TIO-COI | RETI LOW SENSOR FOR USE WITH CONTROLLER. INSTALL PER MANUFACTURER'S SPECIFICATIONS. | | | | |
| C | HUNTER IC-600<br>/ICM-600<br>/WSS-SEN<br>/PED-SS | 6 STATION ICORE CONTROLLER WITH 6 STATION EXPANSION MODULE (12 STATIONS TOTAL) AND SOLAR SYNC WIRELESS WEATHER SENSOR MOUNTED IN STAINLESS STEEL PEDESTAL ENCLOSURE. COORDINATE WEATHER STATION PLACEMENT AND ELECTRICAL CONNECTION. INSTALL PER MANUFACTURERS SPECIFICATIONS. | | | | |
| | | MAINLINE: PVC SCHEDULE 40 FOR SIZES 2" OR SMALLER, PVC CLASS 315 FOR SIZES 2" OR ABOVE. SOLVENT WELD FITTINGS AT 24" DEPTH, SIZE AS NOTED | | | | |
| NOT SHOWN | | ELECTRICAL SERVICE CONDUIT WITH WIRES. RUN ALONG MAINLINE TO VALVE CONNECTIONS | | | | |
| | | IRRIGATION LATERAL LINE: CLASS 200 PVC UP TO 2", SCHEDULE 40 PVC PIPE FOR 2.5" OR ABOVE. SOLVENT WELD FITTINGS AT 18" DEPTH, SIZE AS NOTED | | | | |
| | | IRRIGATION SLEEVE: SCHEDULE 40 PVC, SIZE TO BE 2X THE TOTAL OF PIPE DIAMETER. INSTALL UNDER ALL NEW PAVING AND EXTEND 12" BEYOND HARDSCAPE EDGES | | | | |

CONTROLLER/ HYDROZONE #
VALVE SIZE — GPM (IRRIGATION PRODUCT TYPE)
VALVE WATER USE TYPE — PRECIP RATE (IN/HR)/COVERAGE AREA (SF)

FULL IRRIGATION SYSTEM COVERAGE DELINEATION WILL BE SUBMITTED WITH PLANS FOR BUILDING PERMITS.

LIVERMORE HOTEL, LIVERMORE
WATER EFFICIENT LANDSCAPE WORKSHEET

MAXIMUM APPLIED WATER ALLOWANCE

| VALVE NUMBER | IRRIGATION METHOD | PLANT WATER USE TYPE | PLANT FACTOR (PF) | IRRIGATION EFFICIENCY (IE) | LANDSCAPE AREA (SF) | ETAF (PF/IE) | ETAF x AREA | ETWU |
|---|---|---|---|---|---|---|---|---|
| A1 | TREE BUBBLER | LOW | 0.2 | 0.81 | 150 | 0.25 | 46.42 | 21.29 |
| A2 | TREE BUBBLER | MODERATE | 0.5 | 0.81 | 750 | 0.62 | 231.79 | 4,327 |
| A3 | DRIP | LOW | 0.2 | 0.81 | 2,000 | 0.25 | 619.06 | 14,847 |
| A4 | DRIP | MODERATE | 0.5 | 0.81 | 460 | 0.62 | 570.96 | 10,535 |
| A5 | ECO-MAT | LOW | 0.2 | 0.75 | 2,455 | 0.27 | 854.67 | 17,774 |
| N/A | ECO-MAT | HIGH | 0.8 | 0.75 | 445 | 1.07 | 477.87 | 10,964 |
| TOTALS | | | | | (A) | 4,468 | (B) | (C) |

SPECIES LANDSCAPE AREAS

| VALVE NUMBER | IRRIGATION METHOD | PLANT WATER USE TYPE | PLANT FACTOR (PF) | IRRIGATION EFFICIENCY (IE) | LANDSCAPE AREA (SF) | ETAF (PF/IE) | ETAF x AREA | ETWU |
|---|---|---|---|---|---|---|---|---|
| N/A | N/A | N/A | 0 | 0.810 | 0 | 1.00 | 0.00 | 0 |
| TOTALS | | | | | (D) | | (E) | (F) |

TOTAL AREA (L) 4,468

ETWU = (ETO x 0.62 x ETAF x AREA)
MAWA = (ETO x 0.62 (ETAF x (A) + (1-ETAF) x SLA))

ETWU TOTALS: 54,032
MAWA TOTALS: 85,176

ETWU < MAWA

ETO 41.20
ETAF 0.45

*ETAF IS 0.55 FOR RESIDENTIAL APPLICATIONS AND 0.45 FOR COMMERCIAL APPLICATIONS
*TREE AREA IS CALCULATED BY THE AREA COVERED BY ROOT BALL IRRIGATION (78 SF EA.)

ETAF CALCULATIONS

REGULAR LANDSCAPE AREAS

| | | |
|---|---|---|
| TOTAL ETAF x AREA | (B) | 1,453.01 |
| TOTAL AREA | (A) | 4,468 |
| AVERAGE ETAF | (B) / (A) = | 0.33 |

ALL LANDSCAPE AREAS

| | | |
|---|---|---|
| TOTAL ETAF x AREA | (B + E) | 1,453.01 |
| TOTAL AREA | (A + C) | 4,468 |

CALCULATIONS ASSUME THE FOLLOWING: 50% OF TREE ARE MODERATE, 50% ARE LOW; ALL BIO RETENTION AREAS ARE LOW; 70% OF SHRUBS ARE LOW, 30% ARE MODERATE.

## PREMILINARY WATER BUDGET CALCULATIONS

NO SCALE

0' 10' 20'
(1" = 20'-0")

WDS LA

SUBCONSULTANT

REVISIONS

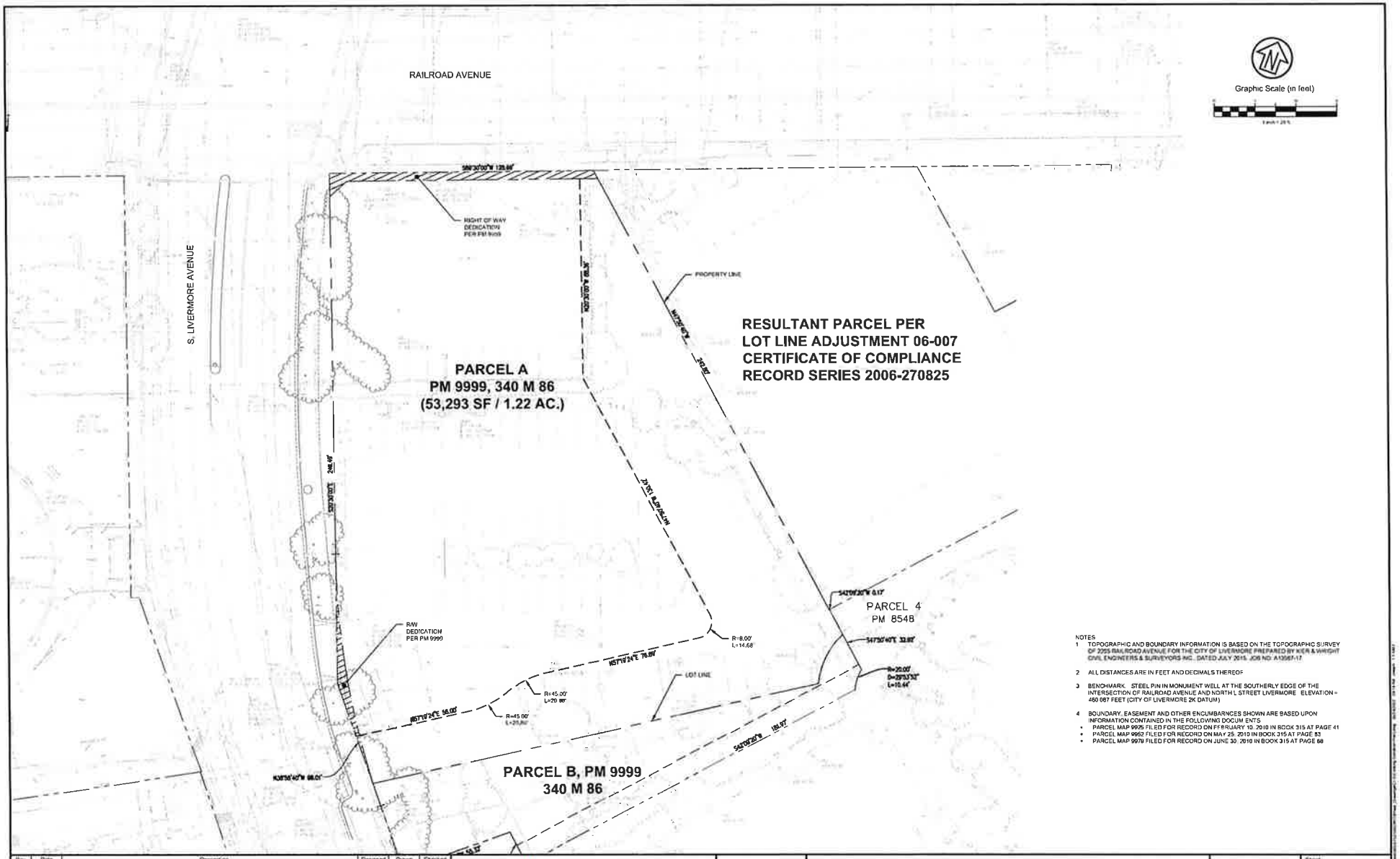
DESIGNED BY JA
DRAWN BY JM/CS
CHECKED BY KW
DATE 4/17/2023

ENTITLEMENT SET

LIVERMORE HOTEL
PRELIMINARY IRRIGATION PLAN
LIVERMORE, CA

SHEET
L2

# ATTACHMENT 4




| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 3/10/19 | PROGRESS | RRB | WFL | WFL |

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveyors & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.9850
fax: 415.883.9836

| | |
|---|---|
| City | Livermore |
| County | Alameda |
| State | California |

PUBLIC ROADWAY AND PARKING IMPROVEMENTS

EXISTING CONDITION PLAN

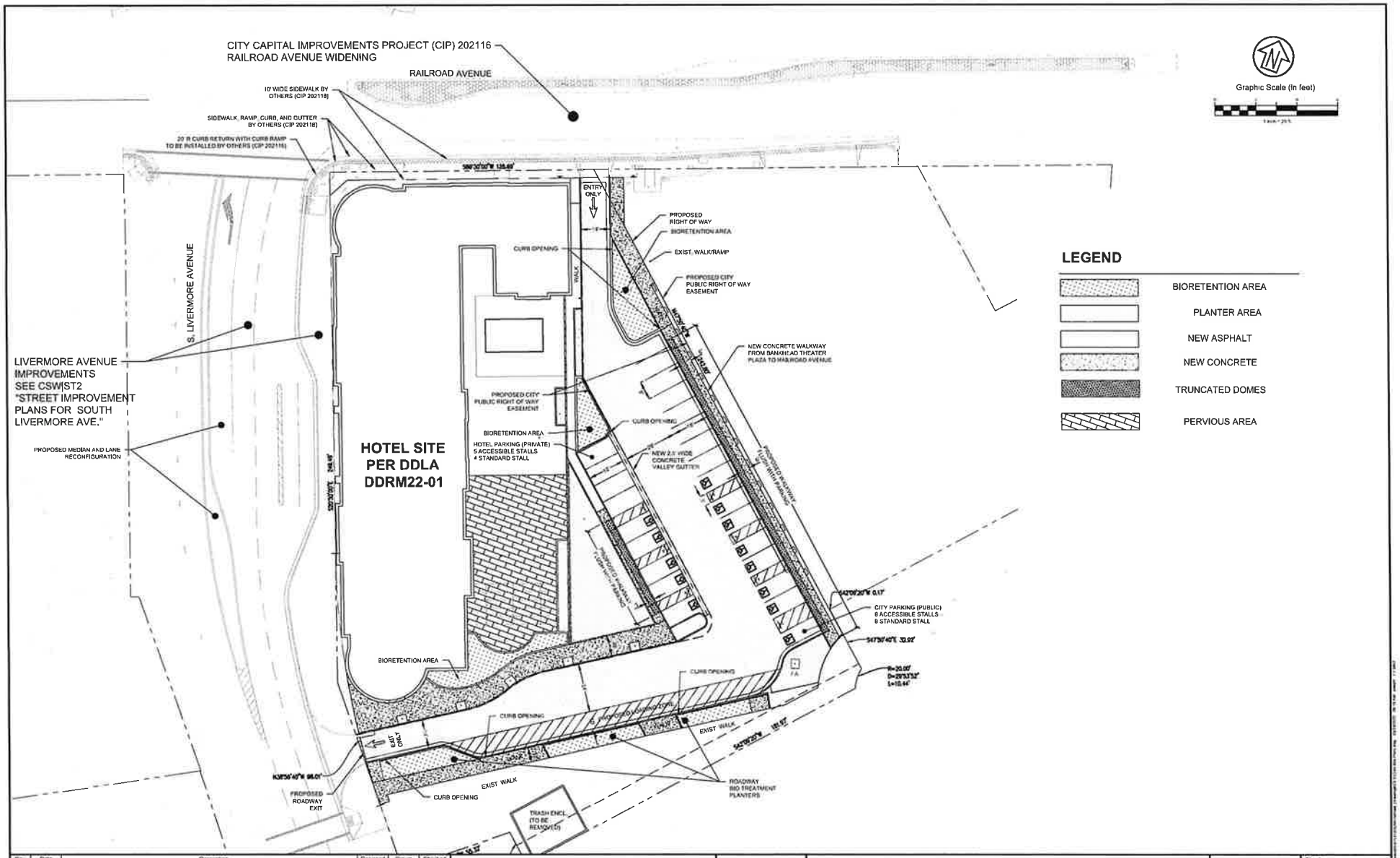
PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet C1.0

| | |
|---|---|
| Scale | 1" = 20' |
| Date | 03/25/22 |
| Project Number | 5 1531 00 |
| Plan File | D-XXXX-XX |

# ATTACHMENT 4




| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 07/01/19 | PROGRESS | RRB | WFL | WFL |

CSW|ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil | Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
48 Leveroni Court
Novato, CA 94949
tel: 415.883.8880
fax: 415.883.8885

| | |
|---|---|
| City | Livermore |
| County | Alameda |
| State | California |

PUBLIC ROADWAY AND PARKING IMPROVEMENTS

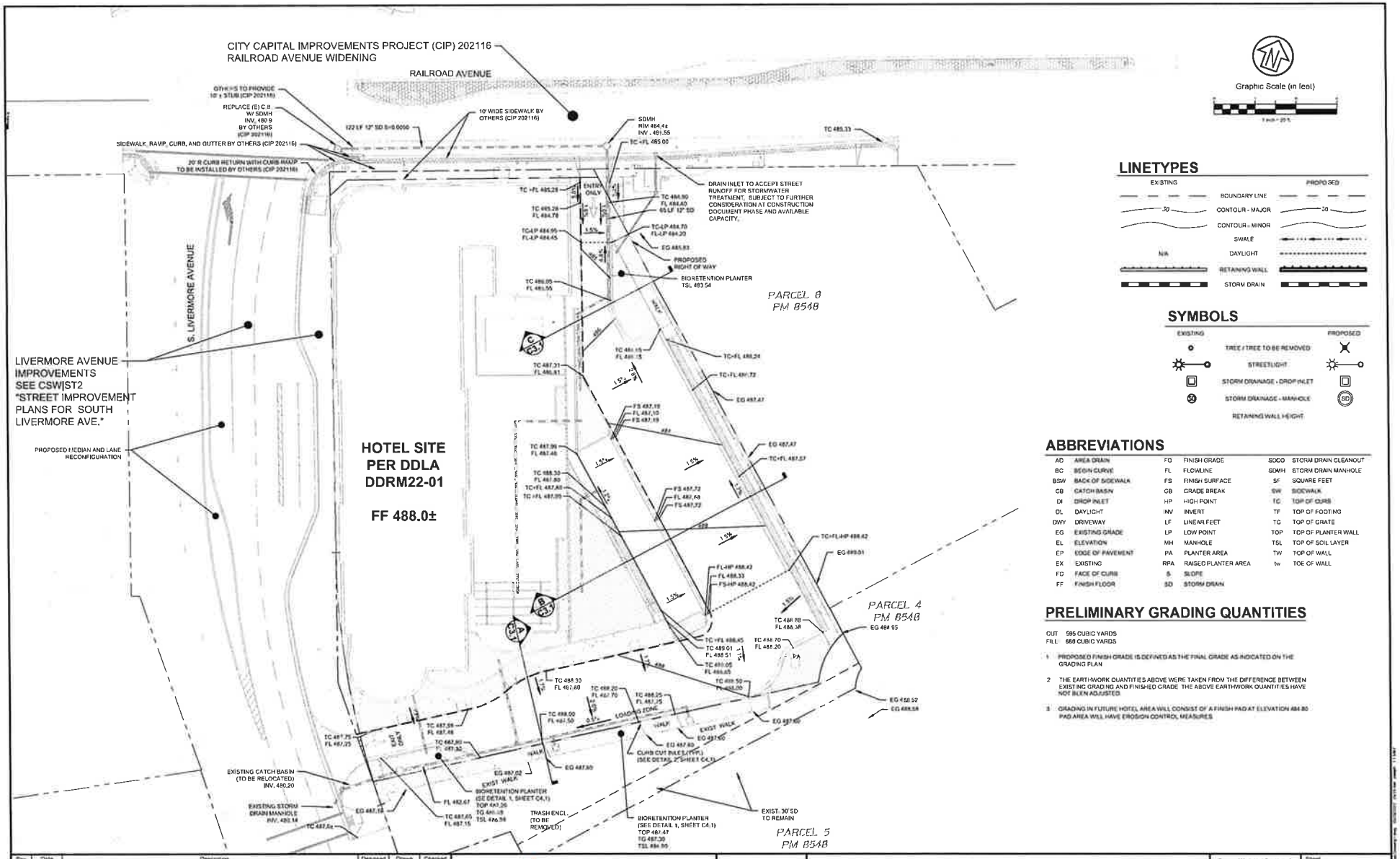
CIVIL SITE PLAN

PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet C3.0

| | |
|---|---|
| Scale | 1" = 20' |
| Date | 03/25/22 |
| Project Number | S 1531 00 |
| Plan File | D-XXXX-XX |




## LINETYPES

| EXISTING | | PROPOSED |
|---|---|---|
| | BOUNDARY LINE | |
| 30 | CONTOUR - MAJOR | 30 |
| | CONTOUR - MINOR | |
| | SWALE | |
| N/A | DAYLIGHT | |
| | RETAINING WALL | |
| | STORM DRAIN | |

## SYMBOLS

| EXISTING | | PROPOSED |
|---|---|---|
| | TREE / TREE TO BE REMOVED | |
| | STREETLIGHT | |
| | STORM DRAINAGE - DROP INLET | |
| SD | STORM DRAINAGE - MANHOLE | SD |
| | RETAINING WALL HEIGHT | |

## ABBREVIATIONS

| | | | | | |
|---|---|---|---|---|---|
| AD | AREA DRAIN | FG | FINISH GRADE | SDCO | STORM DRAIN CLEANOUT |
| BC | BEGIN CURVE | FL | FLOWLINE | SDMH | STORM DRAIN MANHOLE |
| BSW | BACK OF SIDEWALK | FS | FINISH SURFACE | SF | SQUARE FEET |
| CB | CATCH BASIN | GB | GRADE BREAK | SW | SIDEWALK |
| DI | DROP INLET | HP | HIGH POINT | TC | TOP OF CURB |
| DL | DAYLIGHT | INV | INVERT | TF | TOP OF FOOTING |
| DWY | DRIVEWAY | LF | LINEAR FEET | TG | TOP OF GRATE |
| EG | EXISTING GRADE | LP | LOW POINT | TOP | TOP OF PLANTER WALL |
| EL | ELEVATION | MH | MANHOLE | TSL | TOP OF SOIL LAYER |
| EP | EDGE OF PAVEMENT | PA | PLANTER AREA | TW | TOP OF WALL |
| EX | EXISTING | RPA | RAISED PLANTER AREA | tw | TOE OF WALL |
| FC | FACE OF CURB | S | SLOPE | | |
| FF | FINISH FLOOR | SD | STORM DRAIN | | |

## PRELIMINARY GRADING QUANTITIES

CUT 595 CUBIC YARDS
FILL 688 CUBIC YARDS

1. PROPOSED FINISH GRADE IS DEFINED AS THE FINAL GRADE AS INDICATED ON THE GRADING PLAN
2. THE EARTHWORK QUANTITIES ABOVE WERE TAKEN FROM THE DIFFERENCE BETWEEN EXISTING GRADING AND FINISHED GRADE. THE ABOVE EARTHWORK QUANTITIES HAVE NOT BEEN ADJUSTED.
3. GRADING IN FUTURE HOTEL AREA WILL CONSIST OF A FINISH PAD AT ELEVATION 484.80. PAD AREA WILL HAVE EROSION CONTROL MEASURES.

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| 1 | 07/01/19 | PROGRESS | RRB | WFL | WFL |

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45 Leveroni Court
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fax: 415.883.0856

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PUBLIC ROADWAY AND PARKING IMPROVEMENTS

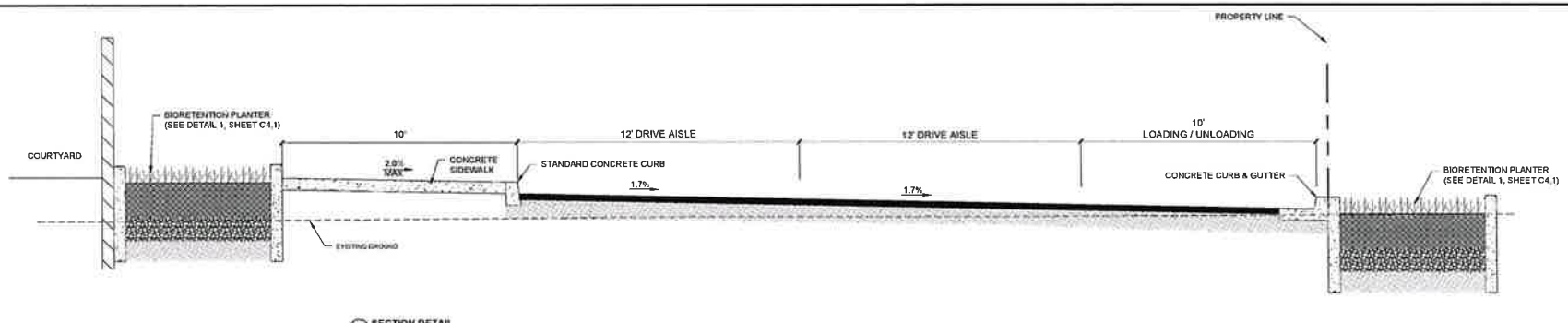
# PRELIMINARY GRADING & DRAINAGE PLAN

PRESIDIO COMPANIES

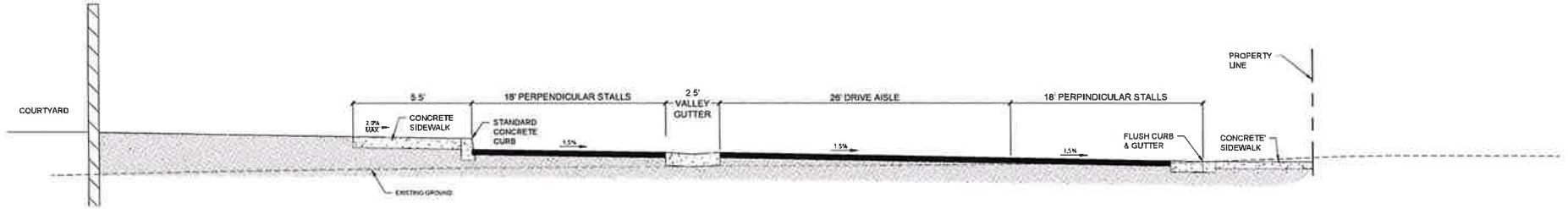
Prepared Under the Direction of

Sheet C4.0

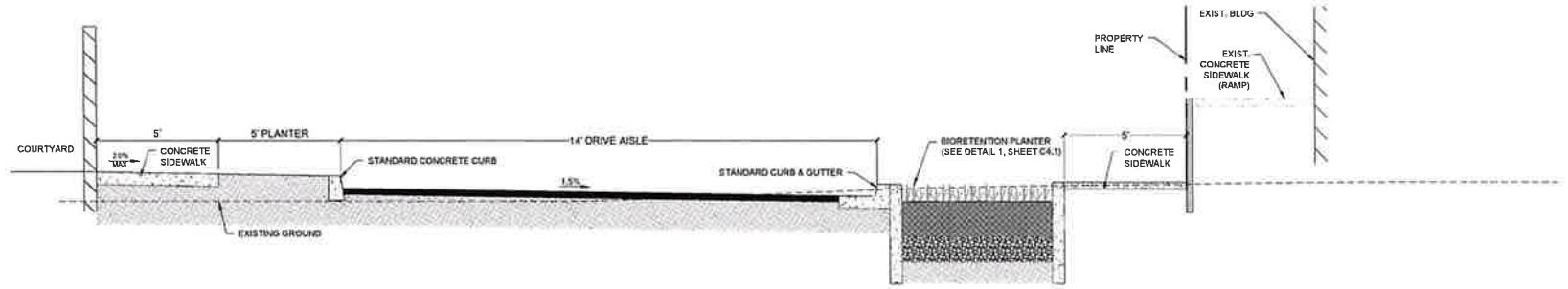
Scale: 1" = 20'
Date: 03/25/22
Project Number: S-1521.02
Plan File: D-XXXX-XX




A SECTION DETAIL
SCALE: N.T.S.




B SECTION DETAIL
SCALE: N.T.S.




C SECTION DETAIL
SCALE: N.T.S.

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 07/01/19 | PROGRESS | MRB | WFL | WFL |

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PUBLIC ROADWAY AND PARKING IMPROVEMENTS

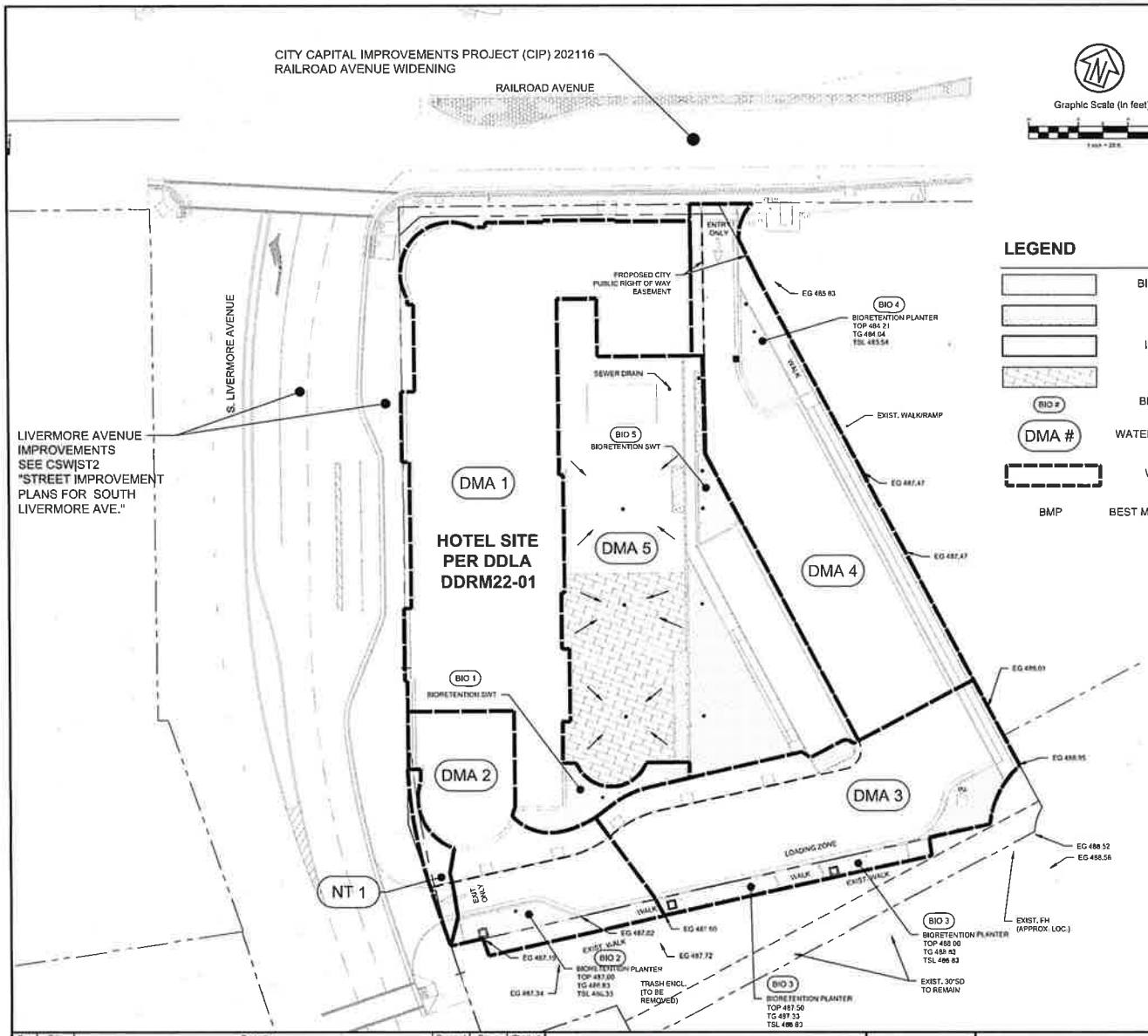
# GRADING SECTIONS

PRESIDIO COMPANIES

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Sheet: C4.1

Scale:
Date: 03/30/22
Project Number: 5.1531.00
Plan File: D-XXXX-XX




Graphic Scale (In feet)

## LEGEND

- BIORETENTION AREA
- PLANTER AREA
- IMPERVIOUS AREA
- PERVIOUS AREA
- BIO # — BMP IDENTIFICATION
- DMA # — WATER SHED IDENTIFICATION
- WATERSHED AREA
- BMP — BEST MANAGEMENT PRACTICES

DMA1 (A/B) ALLOWANCE FOR FUTURE DEVELOPMENT OF HOTEL.

| DMA NAME | DMA AREA (SF) | POST-PROJECT SURFACE TYPE | DMA RUNOFF FACTOR | DMA AREA X RUNOFF FACTOR | BMP NAME: BIO AREA 1 | | |
|---|---|---|---|---|---|---|---|
| DMA 1 | 15550 | ROOF | 1.0 | 15550 | IMP SIZING FACTOR | MIN. IMP SIZE (SF) | PRO. IMP SIZE (SF) |
| | 0 | PAVEMENT | 1.0 | 0 | | | |
| | 0 | LANDSCAPE | 0.1 | 0 | | | |
| TOTAL | | | | 15550 | 0.04 | 622 | 622 |

| DMA NAME | DMA AREA (SF) | POST-PROJECT SURFACE TYPE | DMA RUNOFF FACTOR | DMA AREA X RUNOFF FACTOR | BMP NAME: BIO AREA 2 | | |
|---|---|---|---|---|---|---|---|
| DMA 2 | 2104 | ROOF | 1.0 | 2104 | IMP SIZING FACTOR | MIN. IMP SIZE (SF) | PRO. IMP SIZE (SF) |
| | 3160 | PAVEMENT | 1.0 | 3160 | | | |
| | 0 | LANDSCAPE | 0.1 | 0 | | | |
| TOTAL | | | | 5264 | 0.04 | 211 | 374 |

| DMA NAME | DMA AREA (SF) | POST-PROJECT SURFACE TYPE | DMA RUNOFF FACTOR | DMA AREA X RUNOFF FACTOR | BMP NAME: BIO AREA 3 | | |
|---|---|---|---|---|---|---|---|
| DMA 3 | 0 | ROOF | 1.0 | 0 | IMP SIZING FACTOR | MIN. IMP SIZE (SF) | PRO. IMP SIZE (SF) |
| | 7643 | PAVEMENT | 1.0 | 7643 | | | |
| | 556 | LANDSCAPE | 0.1 | 56 | | | |
| TOTAL | | | | 7699 | 0.04 | 308 | 553 |

| DMA NAME | DMA AREA (SF) | POST-PROJECT SURFACE TYPE | DMA RUNOFF FACTOR | DMA AREA X RUNOFF FACTOR | BMP NAME: BIO AREA 4 | | |
|---|---|---|---|---|---|---|---|
| DMA 4 | 0 | ROOF | 1.0 | 0 | IMP SIZING FACTOR | MIN. IMP SIZE (SF) | PRO. IMP SIZE (SF) |
| | 9872 | PAVEMENT | 1.0 | 9872 | | | |
| | 0 | LANDSCAPE | 0.1 | 0 | | | |
| TOTAL | | | | 9872 | 0.04 | 395 | 516 |

| DMA NAME | DMA AREA (SF) | POST-PROJECT SURFACE TYPE | DMA RUNOFF FACTOR | DMA AREA X RUNOFF FACTOR | BMP NAME: BIO AREA 5 | | |
|---|---|---|---|---|---|---|---|
| DMA 5 | 0 | ROOF | 1.0 | 0 | IMP SIZING FACTOR | MIN. IMP SIZE (SF) | PRO. IMP SIZE (SF) |
| | 7357 | PAVEMENT | 1.0 | 7357 | | | |
| | 2203 | LANDSCAPE | 0.1 | 220 | | | |
| TOTAL | | | | 7577 | 0.04 | 303 | 220 |

| NOT TREATING | |
|---|---|
| NOT TREATING NAME | NOT TREATING AREA (SF) |
| NT 1 | 565 |

NOTES:
1. MARK STORM INLETS WITH THE WORDS "NO DUMPING! FLOWS TO BAY" OR EQUIVALENT.

## ABBREVIATIONS

| | |
|---|---|
| BMP | BEST MANAGEMENT PRACTICES |
| DMA | DRAINAGE MANAGEMENT AREA |
| NT | NOT TREATED |
| ST | SELF TREATING |
| PA | PLANTER AREA |

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 07/01/19 | PROGRESS | RNS | WFL | WFL |

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PUBLIC ROADWAY AND PARKING IMPROVEMENTS

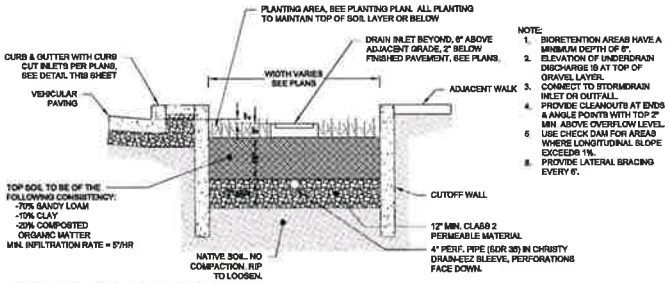
# STORMWATER TREATMENT PLAN

PRESIDIO COMPANIES

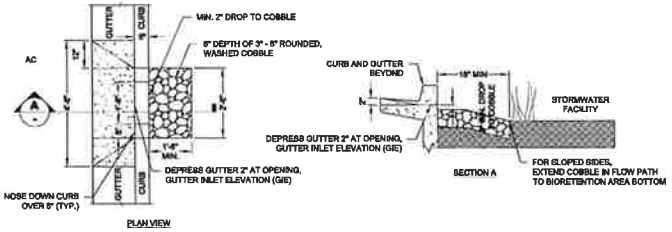
Prepared Under the Direction of

Sheet C5.0

Scale: 1" = 20'
Date: 03/05/22
Project Number: 5.1531.05
Plan File: D-XXXX-XX




**1 BIORETENTION PLANTER DETAIL**
SCALE: 1" = 1'




**2 CURB CUT INLET WITH GRAVEL ENERGY DISSIPATION**
SCALE: 1" = 1'

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 2/20/19 | PROGRESS | RWB | WFL | WFL |

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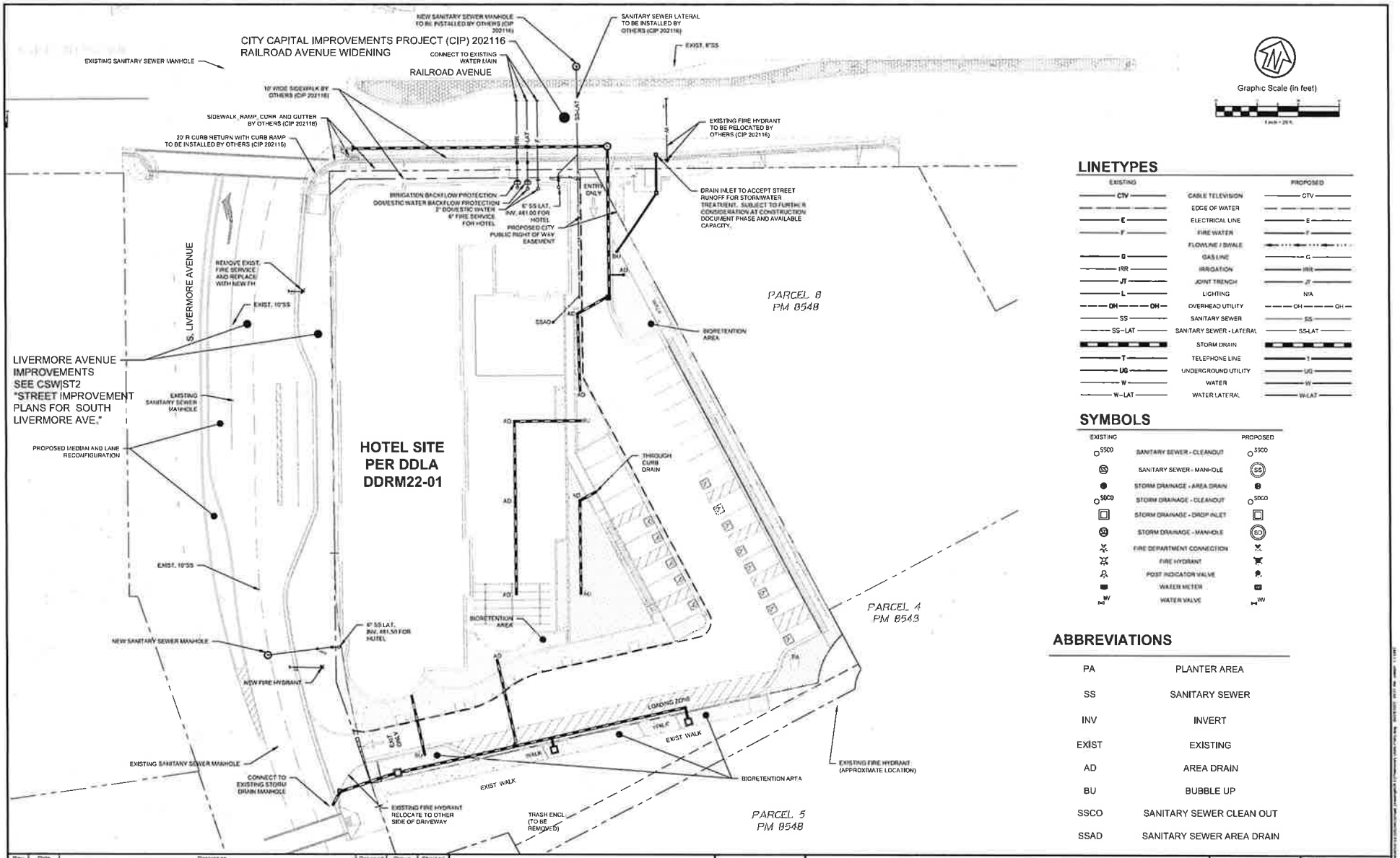
# STORMWATER TREATMENT DETAILS

PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet C5.1

| | |
|---|---|
| Scale | 1" = 20' |
| Date | 3/25/22 |
| Project Number | 5.1531.00 |
| Plan File | D-XXXX-XX |




## LINETYPES

| EXISTING | | PROPOSED |
|---|---|---|
| CTV | CABLE TELEVISION | CTV |
| E | ELECTRICAL LINE | E |
| F | FIRE WATER | F |
| | FLOWLINE / SWALE | |
| G | GAS LINE | G |
| IRR | IRRIGATION | IRR |
| JT | JOINT TRENCH | JT |
| L | LIGHTING | N/A |
| OH | OVERHEAD UTILITY | OH |
| SS | SANITARY SEWER | SS |
| SS-LAT | SANITARY SEWER - LATERAL | SS-LAT |
| | STORM DRAIN | |
| T | TELEPHONE LINE | T |
| UG | UNDERGROUND UTILITY | UG |
| W | WATER | W |
| W-LAT | WATER LATERAL | W-LAT |

## SYMBOLS

| EXISTING | | PROPOSED |
|---|---|---|
| SSCO | SANITARY SEWER - CLEANOUT | SSCO |
| | SANITARY SEWER - MANHOLE | SS |
| | STORM DRAINAGE - AREA DRAIN | |
| SDCO | STORM DRAINAGE - CLEANOUT | SDCO |
| | STORM DRAINAGE - DROP INLET | |
| | STORM DRAINAGE - MANHOLE | SD |
| | FIRE DEPARTMENT CONNECTION | |
| | FIRE HYDRANT | |
| | POST INDICATOR VALVE | |
| | WATER METER | |
| WV | WATER VALVE | WV |

## ABBREVIATIONS

| | |
|---|---|
| PA | PLANTER AREA |
| SS | SANITARY SEWER |
| INV | INVERT |
| EXIST | EXISTING |
| AD | AREA DRAIN |
| BU | BUBBLE UP |
| SSCO | SANITARY SEWER CLEAN OUT |
| SSAD | SANITARY SEWER AREA DRAIN |

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
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fax: 415.883.9838

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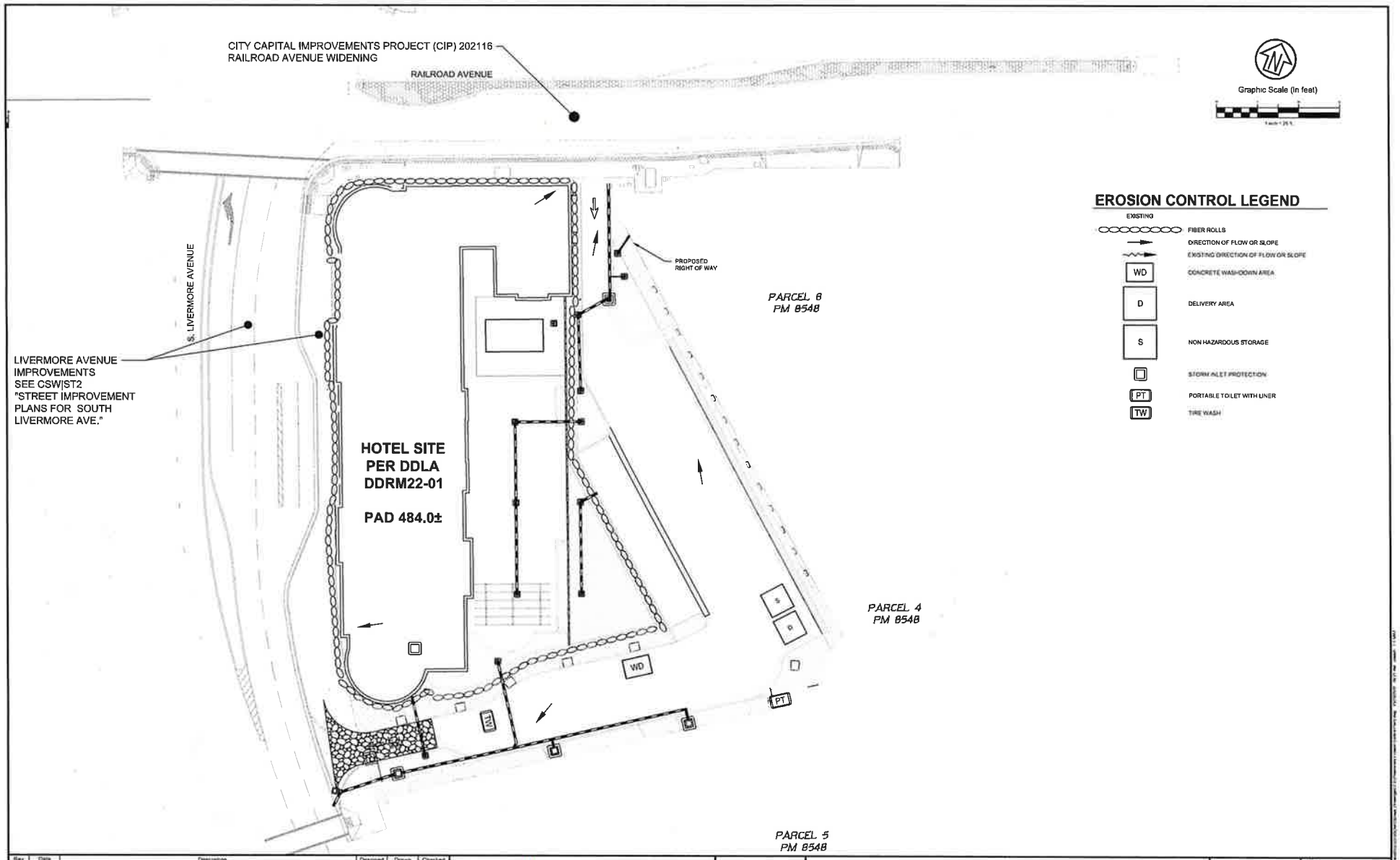
# PRELIMINARY UTILITY PLAN

PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet C6.0

| | |
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| Scale | 1" = 20' |
| Date | 03/25/22 |
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| 1 | 07/31/19 | PROGRESS | RRB | WFL | WFL |

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PUBLIC ROADWAY AND PARKING IMPROVEMENTS

# PRELIMINARY EROSION CONTROL PLAN

PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet: C7.0

| | |
|---|---|
| Scale | 1" = 20' |
| Date | 03/25/22 |
| Project Number | S 1531.00 |
| Plan File | D-XXXX-XX |

## POLLUTION CONTROL NOTES:

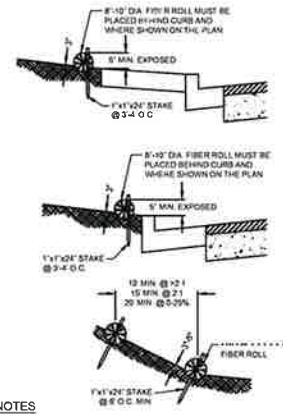
1. THE PROJECT WILL BE ROUGH GRADED IN ACCORDANCE WITH THE GRADING PLANS PREPARED BY CSW/ST2. FUTURE FINISH GRADING SHALL DIRECT ALL STORM WATER RUNOFF TO THE STREETS OR INLETS SHOWN ON THIS PLAN AND ULTIMATELY TO THE CITY MAINTAINED STORM DRAIN SYSTEM. ALL STORM WATER FROM THIS SITE IS INTENDED TO BE DIRECTED TO THE CITY STORM DRAINS.
2. IF SIGNIFICANT SEDIMENT OR OTHER VISUAL SYMPTOMS OF IMPURITIES ARE NOTICED IN THE STORM WATER, CONTACT THE CIVIL ENGINEER IMMEDIATELY.
3. CONTRACTOR IS RESPONSIBLE FOR INSPECTION AND RESTORATION OF ALL ASPECTS OF THIS PLAN. SEDIMENT ON SIDEWALKS AND GUTTERS SHALL BE REMOVED BY SHOVEL OR BROOM AND PLACED IN STOCKPILES ON SITE.
4. CATCH BASIN TOPS SHALL BE STAMPED TO READ, "NO DUMPING - FLOWS TO BAY".
5. ALL DUMPSTERS OR OTHER TRASH STORAGE ENCLOSURES SHALL BE UTILIZED SOLELY FOR NON-HAZARDOUS MATERIALS PER SWPPP SEC. 3.
6. ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE RESPONSIBLE FOR CONFORMING TO THE ELEMENTS SHOWN ON THIS PLAN OR RELATED DOCUMENTS. ANY CONTRACTOR PLANNING TO DO WORK ON-SITE SHALL BE RESPONSIBLE FOR OBTAINING AND REVIEWING ALL SWPPP INFORMATION FROM OWNER PRIOR TO START OF WORK AND EDUCATING ALL OF THEIR EMPLOYEES OR SUBCONTRACTORS AS TO THE CONTENTS OF THIS SWPPP.
7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND FILING ALL PLANS WITH RELATED AGENCIES ASSOCIATED WITH THEIR WORK. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, PERMITS FOR STORAGE OF HAZARDOUS MATERIALS BUSINESS PLANS, PERMITS FOR STORAGE OF FLAMMABLE LIQUIDS, GRADING PERMITS, OR OTHER PLANS OR PERMITS REQUIRED BY ALAMEDA COUNTY, OR OTHER AGENCIES. ALL PROPERTY OWNERS, CONTRACTORS, OR SUBCONTRACTORS WORKING ON-SITE ARE INDIVIDUALLY RESPONSIBLE FOR OBTAINING AND SUBMITTING ANY BUSINESS PLANS OR PERMITS REQUIRED BY CITY, STATE OR LOCAL AGENCIES.
8. CONTRACTOR MAY RELOCATE STORAGE, DELIVERY, OR WASH-OUT AREAS, TO SUIT THEIR OPERATIONS. RELOCATED LOCATION TO BE SHOWN ON PLANS MAINTAINED AT JOBSITE. CONTACT CIVIL ENGINEER FOR ANY PLAN REVISIONS. PLAN REVISIONS SHALL BE SUBMITTED TO CITY IF REQUESTED. CONTRACTOR TO MAINTAIN SECONDARY CONTAINMENT AS NECESSARY TO PROHIBIT POLLUTION AND TOXIC MATERIALS FROM ENTERING STORM DRAIN.
9. AFTER COMPLETION OF THE CURB, GUTTER, AND PAVING, OR CONCRETE V-DITCHES THE SILT FILTERS SHALL BE MODIFIED TO BURLAP SACKS FILLED WITH 3/4" DRAIN ROCK OR OTHER ACCEPTED BMP POSITIONED SURROUNDING EACH CATCH BASIN.
10. THIS PLAN TO BE USED IN CONJUNCTION WITH THE WRITTEN REPORT OF STORM WATER POLLUTION PREVENTION SUBMITTED BY CSW|ST2.

## EROSION CONTROL NOTES:

1. NO VEHICLES SHALL BE ALLOWED TO TRACK OR SPREAD SOIL FROM THE CONSTRUCTION AREAS ONTO EXISTING PAVED PUBLIC STREETS. ANY VEHICLE OPERATING WITHIN THE PROJECT AREA AND OFF THE PAVED STREET SHALL CROSS A CONSTRUCTION ENTRANCE AS SHOWN HEREIN. THE ENTRANCE MAY BE MODIFIED BY THE CONTRACTOR TO FACILITATE HIS OPERATIONS.
2. THE EROSION AND SEDIMENT CONTROL MEASURES WILL BE OPERABLE DURING THE RAINY SEASON, OCTOBER 1ST TO APRIL 15TH. NO GRADING WILL OCCUR BETWEEN OCTOBER 1ST AND APRIL 15TH, UNLESS AUTHORIZED BY THE DIRECTOR OF PUBLIC WORKS.
3. CHANGES TO THIS STORM WATER POLLUTION PREVENTION PLAN TO MEET FIELD CONDITIONS WILL BE MADE ONLY WITH THE APPROVAL OF, OR AT THE DIRECTION OF THE OWNER. CHANGES MADE TO SUIT FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CIVIL ENGINEER AND THE CITY ENGINEER.
4. DURING THE RAINY SEASON, ALL PAVED AREAS WILL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE WILL BE MAINTAINED SO THAT A MINIMUM OF SEDIMENT-LADEN RUNOFF ENTERS THE STORM DRAIN SYSTEM. THESE PLANS SHALL REMAIN IN EFFECT UNTIL THE IMPROVEMENTS ARE ACCEPTED BY THE CITY, AND ALL SLOPES ARE STABILIZED FROM EROSION.
5. STRAW AND TACKIFIER WILL BE APPLIED BY OCTOBER 1ST TO ALL DISTURBED AREAS. ALL EXPOSED SLOPES ADJACENT TO PUBLIC RIGHTS OF WAY SHALL ALSO RECEIVE STRAW AND TACKIFIER. STRAW AND TACKIFIER TO BE APPLIED PER MANUFACTURER'S SPECIFICATIONS AND SHALL BE APPLIED AT A RATE OF 2 TONS PER ACRE MINIMUM.
6. ROUGH GRADED DITCHES SHALL BE LINED WITH EROSION CONTROL BLANKETS AND THEN HYDROSEEDED.
7. AFTER INSTALLATION OF CONCRETE IN DITCHES, INSTALL ONE SACKED ROCK FILTER DAM AT INLET UNTIL SLOPES ARE STABILIZED FROM EROSION.
8. PRIOR TO START OF ANY CONSTRUCTION OR DEMOLITION, INSTALL PERIMETER FIBER ROLL.
9. THIS PLAN ASSUMES THE COMPLETION OF GRADING AND STORM DRAIN FACILITIES. IF FACILITIES ARE NOT COMPLETED, CONTACT THE CIVIL ENGINEER FOR PLAN REVISIONS.
10. ALL BANKS AND ALL GRADED AREAS SHALL BE HYDROSEEDED TO CONTROL EROSION BY OCTOBER 1ST.

## URBAN RUNOFF POLLUTION NOTES:

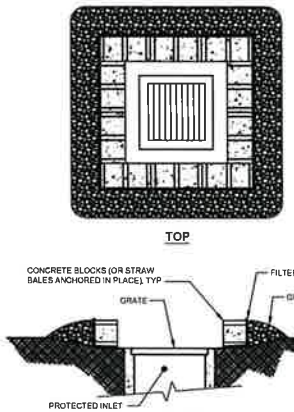
1. STABILIZE ALL DENUDED AREAS AND MAINTAIN EROSION CONTROL MEASURES CONTINUOUSLY BETWEEN OCTOBER 1 AND APRIL 1.
2. REMOVE SPOILS PROMPTLY AND AVOID STOCKPILING OF FILL MATERIALS WHEN RAIN IS FORECAST. IF RAIN THREATENS, STOCKPILED SOILS AND OTHER MATERIALS SHALL BE TARPED, AT THE REQUEST OF THE CITY ENGINEER.
3. STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTES SO AS TO PREVENT THEIR ENTRY TO THE STORM DRAIN SYSTEM. CONTRACTOR MUST NOT ALLOW CONCRETE WASHWATERS, SLURRIES, PAINT OR OTHER MATERIALS TO ENTER CATCH BASINS OR TO ENTER SITE RUNOFF.
4. USE FILTRATION OR OTHER MEASURES TO REMOVE SEDIMENT FROM DEWATERING EFFLUENT.
5. NO CLEANING, FUELING OR MAINTAINING VEHICLES ON SITE SHALL BE PERMITTED IN ANY MANNER THAT ALLOWS DELETERIOUS MATERIALS TO ENTER CATCH BASINS OR TO ENTER SITE RUNOFF.
6. USE OF PESTICIDES AND/OR FERTILIZERS SHALL BE APPLIED AND CONTROLLED TO PREVENT POLLUTION RUNOFF.
7. IN THE EVENT GRADING OPERATIONS ARE SUSPENDED BY WEATHER CONDITIONS AND IF THE STORM DRAIN SYSTEM IS INCOMPLETE, INSTALL ADDITIONAL ROCK FILTERS AND OTHER FACILITIES AS DIRECTED BY CITY AND ENGINEER.
8. CONTRACTOR TO RELOCATE CONCRETE WASHDOWN, VEHICLE STORAGE DELIVERY, AND NON HAZARDOUS WASTE AREAS AS NECESSARY TO FACILITATE THEIR OPERATION AND PROMOTE POLLUTION CONTROL.
9. HYDROMULCH & TACKIFIER MAY BE ELIMINATED WITHIN BUILDING FOOT PRINT IF CONSTRUCTION IS IMMINENT.




NOTES

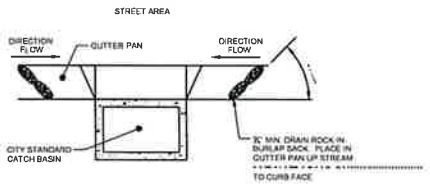
1 FIBER ROLLS TO BE LAID ALONG CONTOUR

1 FIBER ROLL INSTALLATION DETAILS
SCALE: NTS

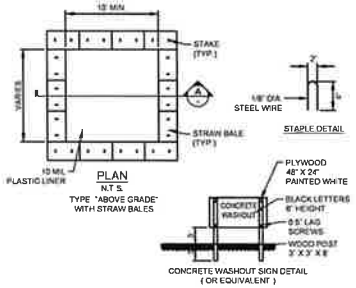



SECTION

2 INLET PROTECTION DETAIL
SCALE: NTS

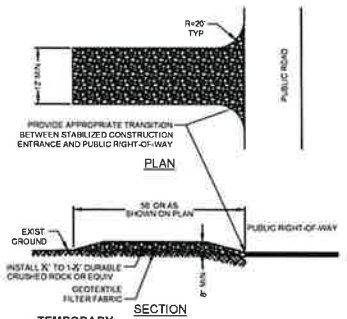



3 GRAVEL BAG FILTER AT GUTTER IN TRAFFIC AREAS
SCALE: NTS




NOTES:
1. ACTUAL LAYOUT DETERMINED IN FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY

4 TEMPORARY CONCRETE WASHOUT DETAIL
SCALE: 1" = 1'




5 TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
SCALE: NTS

| Rev | Date | Description | Designed | Drawn | Checked |
|---|---|---|---|---|---|
| - | 07/01/19 | PROGRESS | RRB | WFL | WFL |

CSW|ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
Land Planning | Construction Management
45 Leveroni Court
Novato, CA 94949
tel: 415.883.0850
fax: 415.883.0836

| | |
|---|---|
| City | Livermore |
| County | Alameda |
| State | California |

PUBLIC ROADWAY AND PARKING IMPROVEMENTS

PRELIMINARY EROSION CONTROL NOTES & DETAILS

PRESIDIO COMPANIES

Prepared Under the Direction of

Sheet: C7.1

| | |
|---|---|
| Scale | 1" = 20' |
| Date | 03/25/22 |
| Project Number | S 1531.00 |
| Plan File | D-XXXX.XX |

# STREET IMPROVEMENT PLANS

FOR

## SOUTH LIVERMORE AVE

LIVERMORE, CALIFORNIA
MARCH, 2022

### LEGEND

| PROPOSED | EXISTING |
|---|---|
| | ASPHALT BERM |
| | BLOCK/RETAINING WALL |
| | BUILDING LINE |
| | FLUSH CONCRETE CURB |
| | CONCRETE CURB |
| | CONCRETE CURB CUT |
| | CONCRETE CURB & GUTTER |
| | CONTOUR LINE |
| | DRIVEWAY |
| | EDGE OF PAVEMENT |
| | FENCE LINE |
| | LOT LINE |
| | MONUMENT/MONUMENT LINE |
| PERF. PIPE | PERFORATED STORM DRAIN PIPE |
| | PROPERTY LINE |
| | RAINWATER LEADER |
| | SIDEWALK |
| SD | STORM DRAIN-MANHOLE & CATCH BASIN |
| | THRU CURB DRAIN |
| | SPOT ELEVATION |
| | TRAFFIC SIGN |
| | TREE |
| UB | UTILITY BOX |
| AD | AREA DRAIN |
| BW | BACK OF WALK |
| BLDG | BUILDING |
| BL | BUILDING LINE |
| CB | CATCH BASIN |
| COTG | CLEANOUT TO GRADE |
| C | CONCRETE |
| DR | DOOR |
| DS | DOWN SPOUT |
| DIP | DUCTILE IRON PIPE |
| ESMT | EASEMENT |
| EW | EDGE OF WALK |
| FB | FACE OF BERM |
| FC | FACE OF CURB |
| FW | FACE OF WALL |
| FF | FINISHED FLOOR |
| FL | FLOW LINE |
| GB | GRADE BREAK |
| HP | HIGH POINT |
| IE | INVERT ELEVATION |
| LP | LOW POINT |
| LT | LIGHT |
| OF | OVERFLOW |
| PV | PAVEMENT |
| RWL | RAINWATER LEADER |
| R | RIDGE |
| RIM | RIM ELEVATION |
| RD | ROOF DRAIN |
| SDJB | STORM DRAIN JUNCTION BOX |
| SDMH | STORM DRAIN MANHOLE |
| SWL | SWALE |
| TB | TOP OF BERM |
| TC | TOP OF CURB |
| TW | TOP OF WALL |
| T | TRANSFORMER |
| TE | TRASH ENCLOSURE |

### PAVEMENT LEGEND

| | |
|---|---|
| TI = 10.0 | 8.5" AC PAVEMENT OVER 21" CLASS II AB ON 95% R.C. SUBGRADE |
| | ASPHALT PAVEMENT 1.5" GRIND AND MIN 1.5" THICK OVERLAY |

### CITY OF LIVERMORE STANDARD PLANS

| | | |
|---|---|---|
| TRENCH PAVEMENT REPAIR ARTERIALS AND COLLECTORS | DETAIL | G-10 |
| MEDIAN PAVING | DETAIL | L-18 |
| MONOLITHIC SIDEWALK | DETAIL | ST-1 |
| DRIVEWAY (STREET LEVEL) | DETAIL | ST-6 |
| STORM WATER CURB INLET TYPE I 12" TO 30" DIA. PIPES | DETAIL | ST-7A |
| CURB AND GUTTER | DETAIL | ST-9A |
| MEDIAN CURB/FLUSH CURB (DEEP CURB) | DETAIL | ST-9B |
| PAVEMENT MATCHING CONNECTIONS | DETAIL | ST-25A |
| SIDEWALK DRAIN | DETAIL | ST-28 |

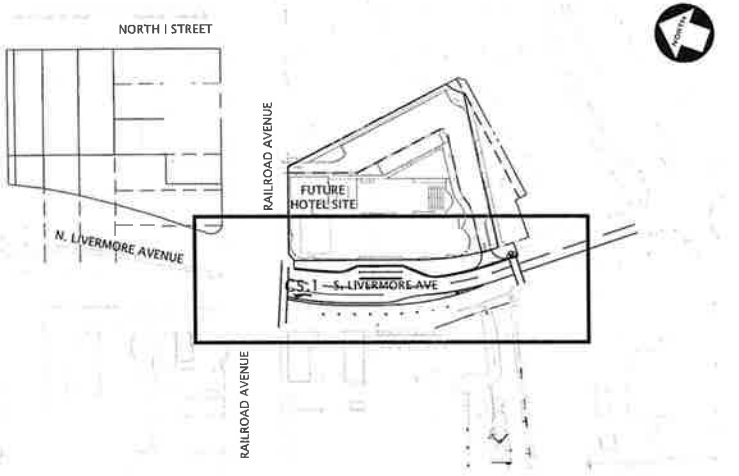
### HAUL ROUTE

HAUL ROUTE:
I-580 TO NEWBY RD, THEN TO STANLEY BLVD, THEN TO SOUTH LIVERMORE AVE

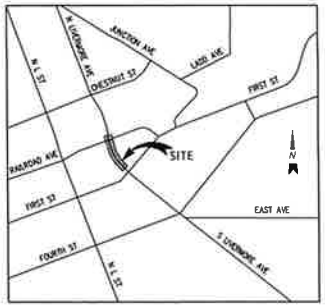
OR OPTIONAL ROUTE:
I-580 TO NORTH LIVERMORE AVE, AND CONTINUE ONTO SOUTH LIVERMORE AVE

### MASTER REVISIONS

| NO. | REVISION | CITY APP. | DATE | SHEET NO. |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |




KEY MAP




VICINITY MAP
NOT TO SCALE

### SHEET INDEX



| SHEET | DESCRIPTION |
|---|---|
| CIVIL | |
| C11.0 | COVER SHEET |
| C11.1 | NOTES |
| C12.0 | TYPICAL SECTIONS |
| C12.1 | DETAILS |
| C13.0 | EXISTING CONDITIONS |
| C14.0 | DEMOLITION PLAN |
| C15.0 | SIGNAGE & STRIPING PLAN |
| C18.0 | PLAN AND PROFILE |
| C17.0 | EROSION CONTROL PLAN |




### DEVELOPER

CITY OF LIVERMORE
ATTN: DOB VINN
1052 SOUTH LIVERMORE AVE.
LIVERMORE, CA 94550
925-960-4514

### CIVIL ENGINEER

CSW/ST2 ENGINEERING GROUP
ATTN: MICHAEL VIDRA P.E
5870 STONERIDGE MALL ROAD, SUITE 203
PLEASANTON, CA 94588
925-787-4952

### LANDSCAPE ARCITECT

PGA DESIGN
ATTN: CHRISTOPHER KENT
444 17th STREET
OAKLAND, CA 94612
510-550-8851

### TRAFFIC ENGINEER

FEHR & PEERS
ATTN: ROBERT REES, P.E.
2201 BROADWAY, SUITE 602
OAKLAND, CA 94612
510-834-3200


APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF LIVERMORE OR THESE PLANS, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH SAME IS TO BE MADE.

APPROVED AS TO DESIGN ONLY BASED ON INFORMATION SUBMITTED HEREON.

APPROVED FOR THE CITY OF LIVERMORE:

COVER PAGE SHEETS
CITY ENGINEER
R.C.E. 36791

BY: _____ DATE _____
ROBERT GREGORY VINN
ASSISTANT CITY ENGINEER
R.C.E. 51222

PREPARED BY OR UNDER THE SUPERVISION OF _____ DATE
MICHAEL VIDRA, P.E. C 076690
LICENSE EXPIRES DECEMBER 31, 2022

C 076690 — REGISTERED PROFESSIONAL ENGINEER — MICHAEL A. VIDRA — CIVIL — STATE OF CALIFORNIA

**NOTICE TO CONTRACTORS**
CONTRACTOR TO NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 811 A MINIMUM OF 48 HOURS BEFORE BEGINNING UNDERGROUND WORK FOR VERIFICATION OF THE LOCATION OF UNDERGROUND UTILITIES

811 Know what's below. Call before you dig.

| NO. | BY | REVISION |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |

CSW | ST2
CSW/ST2 ENGINEERING GROUP
5870 STONERIDGE MALL ROAD
SUITE 203
PLEASANTON CA 94588

COVER SHEET
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |
| SHEET | C11.0 |

## CITY STANDARD NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST CITY OF LIVERMORE STANDARDS DETAILS AND SPECIFICATIONS.
2. BENCHMARK: CITY OF LIVERMORE BM #A34: CITY MONUMENT AT 1ST STREET AND L STREET. ELEVATION = 483.680 FEET, CITY OF LIVERMORE 2K CITY DATUM.
3. FINISH GRADE PROFILE REPRESENTS CENTERLINE GRADE UNLESS OTHERWISE NOTED.
4. ALL LOT FILL SHALL BE DONE IN CONFORMANCE TO THE SOILS ENGINEER'S RECOMMENDATIONS. SEE THE SOILS REPORT DATED OCTOBER 1, 2014, BY HALEY & ALDRICH INC. FILE NO. 40772-000.
5. ANY EXISTING WELLS ENCOUNTERED SHALL BE ABANDONED AND SEALED PER ZONE 7 REQUIREMENTS.
6. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL UTILITIES 48 HOURS PRIOR TO ANY EXCAVATION SO THAT THEIR LINES CAN BE MARKED. THOSE TO BE NOTIFIED INCLUDED, BUT MAY NOT BE LIMITED TO: UNDERGROUND SERVICE ALERT (800) 227-2600 PG&E, SBC, COMCAST CABLE, CALIFORNIA WATER SERVICE COMPANY, ZONE 7 AND THE CITY OF LIVERMORE.
7. ANY DEVIATIONS OR CHANGES IN THESE PLANS WITHOUT OFFICIAL APPROVAL OF THE DESIGN ENGINEER SHALL ABSOLVE THE DESIGN ENGINEER OF ANY AND ALL RESPONSIBILITY OF SAID DEVIATION OR CHANGE (OPTIONAL).
8. COMPACTION TEST WILL BE PERFORMED ON ALL TRENCHES AND STREET WORK TO VERIFY THAT COMPACTION CONFORMS TO CITY STANDARDS. THE INITIAL TEST AND ONE RE-TEST WILL BE PERFORMED BY THE CITY (24 HOUR NOTICE REQUIRED). ALL ADDITIONAL TESTING WILL BE AT THE DEVELOPER'S/CONTRACTOR'S EXPENSE.
9. ALL WORK ADJACENT TO EXISTING PAVEMENT SECTION SHALL BUTT UP TO FULL EXISTING SECTION WHERE FULL SECTION IS NOT ENCOUNTERED, CONTINUE REMOVAL OF ADDITIONAL PAVEMENT UNTIL A FULL SECTION IS FOUND. SEE CITY STANDARD DETAIL ST-25.
10. MONUMENTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE FINAL MAP IN ACCORDANCE WITH THE CITY STANDARD DETAILS AND SPECIFICATIONS.
11. THE SURVEYOR SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF WHEN FIELD STAKING IS TO BE REQUIRED.
12. ALL CONSTRUCTION STAGING SHALL OCCUR ON THE PROJECT SITE.
13. ALL PIPE GRADES SHOWN AS FLOW LINE ELEVATIONS. 14. ONE 6" SANITARY SEWER LATERAL AND CLEANOUT SHALL BE INSTALLED TO EACH LOT AT LOCATIONS SHOWN ON THE DRAWINGS AND AN "S" STAMPED ON THE FACE OF CURB ABOVE THE LATERAL. 15. ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 48". 16. ONE WATER LATERAL SHALL BE INSTALLED TO EACH LOT AND A "W" STAMPED ON THE FACE OF CURB ABOVE THE LATERAL.
17. WHENEVER POSSIBLE SANITARY SEWER LATERALS TO CROSS UNDER WATER MAIN.
18. FIRE HYDRANTS AND VALVES SHALL BE PER CITY STANDARDS. PAVEMENT MARKERS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION PER CITY STANDARD DETAIL W-1.
19. ALL FIRE HYDRANT INSTALLATIONS WILL BE SUBJECT TO APPROVAL BY THE FIRE CHIEF. FLOW TESTING BY THE FIRE DEPARTMENT WILL ONLY BE MADE AT THE REQUEST OF THE PUBLIC WORKS INSPECTOR AT SUCH TIME AS ALL WORK IN THE WATER SUPPLY SYSTEM HAS BEEN COMPLETED.
20. PRIOR TO BEGINNING ANY WORK ON EXISTING STREETS, CONTRACTOR SHALL INSTALL ADVANCE WARNINGS SIGNS (C18 AND C13).
21. TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLANS AND WITH THE CALTRANS "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" CURRENT EDITION. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE STOPPAGE OF WORK UNTIL THE PROPER TRAFFIC CONTROL IS IN ORDER.
22. THE DEVELOPER/OWNER SHALL HAVE A JOB SUPERINTENDENT OR A DESIGNATED RESPONSIBLE REPRESENTATIVE ON THE JOB SITE ANYTIME WORK IS IN PROGRESS DURING THE CONSTRUCTION OF THE PROJECT. THE DEVELOPER/OWNER SHALL ADVISE THE CITY ENGINEER WHOM THE DESIGNEE IS IN WRITING. THE NOTICE SHALL INCLUDE AN EMERGENCY NOTIFICATION PHONE NUMBER. THE CITY SHALL BE ADVISED IN WRITING IF THERE IS TO BE A CHANGE IN JOB-SITE REPRESENTATIVE.
23. A PRE-CONSTRUCTION MEETING OF ALL THE CONTRACTOR'S REPRESENTATIVES INVOLVED IN THE PROJECT AND MUNICIPAL AGENCIES INCLUDING BUT NOT LIMITED TO: ZONE 7 WATER AGENCY, LIVERMORE MUNICIPAL AIRPORT & CALTRANS WILL BE HELD PRIOR TO THE START OF CONSTRUCTION AT THE REQUEST OF THE CITY OF LIVERMORE CITY ENGINEER.
24. THE DESIGN ENGINEER SHALL PROVIDE "AS-BUILT" DRAWINGS FOR THE INSTALLED TRAFFIC SIGNALS WITHIN FOURTEEN (14) CALENDAR DAYS OF TRAFFIC SIGNAL TURN ON. FAILURE TO DO SO SHALL RESULT IN IMMEDIATE HALT TO ALL SUBDIVISION CONSTRUCTION, AND NO ADDITIONAL OCCUPANCIES BEING GRANTED BY THE CITY.
25. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.
26. PERMITS SHALL BE OBTAINED WHENEVER THE WORK COMES UNDER THE JURISDICTION OF ANY OF THE FOLLOWING AGENCIES. AFTER PERMIT IS OBTAINED, THE AGENCY MUST BE NOTIFIED PRIOR TO WORK BEING DONE AS REQUIRED IN THE PERMIT: A. CALTRANS, 2616 NORTH MAIN STREET, WALNUT CREEK, CA 94596 PHONE: (925) 939-0400. B. ZONE 7, ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, 100 N. CANYONS PKWY, LIVERMORE, CA 94551 PHONE: JEFF TANG (925) 454-5075 C. CITY OF LIVERMORE, ENGINEERING DIVISION, 1052 SOUTH LIVERMORE AVENUE, LIVERMORE, CA 94550 PHONE: (925) 960-4500.
27. IN INDUSTRIAL AREAS, ALL SANITARY SEWERS SHALL BE EXTRA STRENGTH VCP.
28. CHANNEL RELATED IMPROVEMENTS SHALL CONFORM TO ZONE 7 STANDARDS AND AS SHOWN ON THESE PLANS.
29. CONTRACTOR SHALL PROVIDE SAMPLES OF WITHIN HARDSURFACING FOR CITY APPROVAL PER THE SPECIFICATIONS.
30. ALL PROPERTY LINES SHALL BE MARKED WITH AN INDENTATION IN THE FACE OF CURB.
31. CONSTRUCTION OPERATIONS – WASTEWATER GENERATED DURING CONSTRUCTION SHALL NOT BE DISCHARGED TO THE STORM DRAIN SYSTEM. THIS INCLUDES WASTE FROM PAINTING, SAWCUTTING, CONCRETE WORK, ETC. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO ELIMINATE DISCHARGES TO THE STORM DRAIN SYSTEM AND, IF NECESSARY, PROVIDE AN AREA FOR ON-SITE WASHING ACTIVITIES DURING CONSTRUCTION. MATERIALS WHICH COULD CONTAMINATE STORM RUNOFF SHALL BE STORED IN AREAS WHICH ARE DESIGNED TO PREVENT EXPOSURE TO RAIN FALL AND TO NOT ALLOW STORM WATER TO RUN ONTO THE AREA.
32. PAVEMENT CLEANING – FLUSHING OF STREETS/PARKING LOTS TO REMOVE DIRT AND CONSTRUCTION DEBRIS IS PROHIBITED UNLESS PROPER SEDIMENT CONTROLS ARE USED. PREFERABLY, AREAS REQUIRING CLEANING SHOULD BE SWEPT.
33. STORM DRAIN INLETS – STORM DARIN INLETS MUST BE MARKED WITH THE FOLLOWING STATEMENT: "NO DUMPING, DRAINS TO BAY" USING AN APPROVED MARKER. STENCILS MAY BE OBTAINED FROM THE WATER RESOURCES DIVISION OF THE PUBLIC SERVICES DEPARTMENT.
34. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IMPLEMENTED YEAR ROUND.
35. A CITY TRANSPORTATION PERMIT IS REQUIRED FOR OVERSIZED LOADS. CONTACT THE CITY OF LIVERMORE ENGINEERING DIVISION AT (925) 960-4500 FOR PERMIT.
36. DURING GRADING OPERATIONS, THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES BOTH ON-SITE AND ON THE HAUL ROUTE. INCLUDING (LIST ACTUAL HAUL ROUTE STREET NAMES). STREETS SHALL BE SWEPT A MINIMUM OF TWO ITEMS A DAY OR AS REQUIRED BY THE CITY ENGINEER.
37. ALL GRADING SHALL BE IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN PREPARED BY THE DEVELOPER PER THE NOTICE OF INTENT ON FILE WITH THE STATE WATER RESOURCES CONTROL BOARD.
38. SUBMIT CITY OF LIVERMORE DEVELOPMENT STREET INVENTORY FORM PRIOR TO PRE-CONSTRUCTION MEETING.
39. HAUL ROUTE: I-580, STATE ROUTE 84 (EXISTING ROUTE 84 UTILIZES WEST AIRWAY BLVD, KITTY HAWK ROAD & ISABEL AVENUE.) WEST JACK LONDON BLVD.
40. MAIL BOXES SHALL BE INSTALLED AT EACH LOT IN ACCORDANCE WITH POST OFFICE REQUIREMENTS.
41. DEVELOPER/DESIGN ENGINEER TO SUBMIT A SCHEDULE FOR WATER SYSTEM THRUST BLOCKS PER CITY STANDARD SPECIFICATIONS.
42. DEVELOPER SHALL PROVIDE THE FOLLOWING TO THE CITY PRIOR TO TRACT ACCEPTANCE FOR MAINTENANCE:
    A. AN ELEVATION CERTIFICATION OF ALL INSTALLED MONUMENTS FROM THE SURVEYOR. THE ELEVATIONS SHALL BE NOTED ON THE RECORD DRAWINGS;
    B. AN ELEVATION OF ALL PADS FROM THE SURVEYOR;
    C. A CERTIFICATION (FINAL SOILS REPORT) FROM THE SOILS ENGINEER STATING THAT ALL OF THE GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE PRELIMINARY SOILS REPORT.
    D. DEVELOPMENT STREET INVENTORY (SEE SECTION VI)]
43. THE STREET STRUCTURAL SECTIONS SHOWN ON THE PLANS ARE PRELIMINARY ONLY. FINAL STRUCTURAL SECTIONS WILL BE DETERMINED BASED ON ACTUAL "R" VALUE TESTS IN THE FIELD FOLLOWING CALTRANS FLEXIBLE PAVEMENT DESIGN CRITERIA.

## UTILITY NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF LIVERMORE, THE CURRENT VERSION OF "GUIDELINES FOR THE USE OF RECYCLED WATER" AND ANY ADDENDA THERETO.
2. BEFORE COMMENCING EXCAVATION, CONTRACTOR SHALL NOTIFY ALL UTILITY AUTHORITIES OR UTILITY COMPANIES HAVING POSSIBLE INTEREST IN THE WORK, OF CONTRACTOR'S INTENTION TO EXCAVATE PROXIMATE TO EXISTING FACILITIES, AND CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UTILITIES WITHIN THE WORK AREA.
3. THE CONTRACTOR SHALL ABIDE BY THE CONDITIONS OF THE WORK PERMITS AND SHALL PERFORM ALL WORK ORDERED BY SAID PERMITS IN CONFORMANCE THEREWITH AS DIRECTED BY THE ENGINEER.
4. BACKFILLING AND COMPACTION FOR ALL TRENCHES SHALL BE INSPECTED AND APPROVED BY THE SOILS ENGINEER. NO JETTING IS ALLOWED, ALL COMPACTION SHALL BE BY MECHANICAL MEANS.
5. CONTRACTOR TO VERIFY ALL EXISTING INVERT ELEVATIONS FOR STORM DRAIN AND SANITARY SEWER CONSTRUCTION PRIOR TO ANY SITE WORK. ALL WORK FOR STORM DRAIN AND SANITARY INSTALLATION SHALL BEGIN AT THE DOWNSTREAM CONNECTION POINT. THIS WILL ALLOW FOR ANY NECESSARY ADJUSTMENTS TO BE MADE PRIOR TO THE INSTALLATION OF THE ENTIRE LINE. IF THE CONTRACTOR FAILS TO BEGIN AT THE DOWNSTREAM CONNECTION POINT AND WORKS UPSTREAM, HE SHALL PROCEED AT HIS OWN RISK AND BE RESPONSIBLE FOR ANY ADJUSTMENTS NECESSARY.
6. THE CITY OF LIVERMORE SHALL BE NOTIFIED 24 HOURS PRIOR TO START OF ANY SEWER CONSTRUCTION AND A REQUEST MADE FOR INSPECTION. THIS NOTIFICATION APPLIES NOT ONLY TO STARTING WORK, BUT ALSO TO RESTARTING WORK WHICH HAS BEEN TEMPORARILY HALTED.
7. GENERAL CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITES. PROVIDE 6" MINIMUM BETWEEN PIPES CROSSING ELECTRICAL LINES AND 12" MINIMUM BETWEEN PIPES PARALLEL TO ELECTRICAL LINES.
8. UNLESS OTHERWISE INDICATED MINIMUM COVER FOR WATER LINES IS 4.0 FEET.
9. MANHOLE ENTRY PROHIBITED–DUE TO POTENTIAL HAZARDS, CONTRACTORS SHALL NOT ENTER EXISTING SANITARY SEWER MANHOLES IN THE COURSE OF THEIR WORK.
10. HAZARD IDENTIFICATION–CONTRACTORS ARE HEREBY ADVISED THAT THEY MAY BE EXPOSED TO HAZARDOUS CONDITIONS WHEN INSTALLING OR MODIFYING SANITARY SEWER PIPELINES AND STRUCTURES. SOME OF THESE HAZARDS INCLUDE BUT ARE NOT LIMITED TO: EXPOSURES TO HAZARDOUS GASSES COMMONLY FOUND IN SEWER SYSTEMS SUCH AS HYDROGEN SULFIDE, CARBON DIOXIDE, METHANE, OXYGEN DEFICIENT ENVIRONMENTS, AND OTHER FLAMMABLE EXPLOSIVE GASSES; EXPOSURE TO SEWAGE WHICH MAY CONTAIN BACTERIOLOGICAL, CHEMICAL AND OTHER CONSTITUENTS HARMFUL TO HUMANS; AND EXPOSURE TO AREAS WHICH HAVE LIMITED OR RESTRICTED ACCESS AND EGRESS, WHICH MAY BE CONSIDERED PERMITTED USA NOTIFICATION AT LEAST TWO WORKING DAYS BEFORE STARTING AN EXCAVATION, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT (800) 227-2600.
11. USA NOTIFICATION – AT LEAST TWO WORKING DAYS BEFORE STARTING AN EXCAVATION. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT (800) 227-2600.

## GENERAL NOTES:

1. ALL GRADING AND CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH RECOMMENDATIONS IN THE SOILS REPORT PREPARED FOR THIS SITE DATED OCTOBER, 1, 2014, BY HALEY & ALDRICH INC. FILE NO. 41772-000.
2. CONTRACTOR SHALL DETERMINE HIS OWN EARTH QUANTITIES AND BASE HIS BID ACCORDINGLY.
3. TOP OF CURB ELEVATION IS 0.5' ABOVE THE A.C. PAVING AND SPOT ELEVATIONS ARE TO FINISHED SURFACE (UNLESS OTHERWISE NOTED).
4. COMPACTION TO BE DETERMINED USING ASTM D1557-78 LABORATORY TEST PROCEDURE, LATEST EDITION.
5. STORM DRAIN PIPE DESIGNATED AS "SD" 24" AND SMALLER TO BE H.D.P.E. OR CLASS III R.C.P. SUBSTITUTIONS FOR ANY PIPE WITH A PARTICULAR MATERIAL ON THIS PLAN SHALL ONLY BE MADE WITH THE APPROVAL OF THE CITY ENGINEER.
6. STORM DRAIN PIPE DESIGNATED AS "SD" 27" AND LARGER TO BE CLASS III R.C.P. SUBSTITUTIONS FOR ANY PIPE WITH A PARTICULAR MATERIAL ON THIS PLAN SHALL ONLY BE MADE WITH THE APPROVAL OF THE CITY ENGINEER.
7. ALL UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO MANHOLES, CATCH BASINS, WATER VALVES, FIRE HYDRANTS, TELEPHONE AND ELECTRIC VAULTS, AND PULL BOXES, THAT LIE WITHIN THE PUBLIC RIGHT-OF-WAY EASEMENTS OR AREAS AFFECTED BY WORK ON THIS PROJECT SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR OR THE RESPECTIVE UTILITY COMPANY FOR WHICH THE CONTRACTOR IS RESPONSIBLE TO AFFECT COORDINATION.
8. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN NOT ASSUME RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THEIR DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT ARE NOT SHOWN ON THESE DRAWINGS.
9. CONTRACTOR SHALL UNCOVER AND EXPOSE ALL EXISTING UTILITY AND SEWER LINES WHERE THEY ARE TO BE CROSSED, ABOVE OR BELOW, BY THE NEW FACILITY BEING CONSTRUCTED IN ORDER TO VERIFY THE GRADE AND TO ASSURE THAT THERE IS SUFFICIENT CLEARANCE. PIPE SHALL NOT BE STRUNG NOR TRENCHING COMMENCED UNTIL ALL CROSSINGS HAVE BEEN VERIFIED FOR CLEARANCE. IF THE CONTRACTOR FAILS TO FOLLOW THIS PROCEDURE, HE WILL BE SOLELY RESPONSIBLE FOR ANY EXTRA WORK OR MATERIAL REQUIRED IF MODIFICATIONS TO THE DESIGN ARE NECESSARY.
10. THE CONTRACTOR SHALL SET HIS STRING OR WIRE THROUGH AT LEAST THREE GRADE STAKES TO VERIFY GRADE. IF THE STAKES DO NOT PRODUCE A UNIFORM GRADE, NOTIFY THE ENGINEER IMMEDIATELY AND HAVE THE GRADES CHECKED PRIOR THE TRENCHING OR PLACEMENT OF CONCRETE.
11. ADJUSTMENTS TO BUILDING PAD ELEVATIONS OR PARKING LOT GRADES TO ACHIEVE EARTHWORK BALANCE SHALL BE MADE ONLY WITH APPROVAL OF THE ENGINEER.
12. ALL WORK, ON-SITE AND IN THE PUBLIC RIGHT-OF-WAY, SHALL CONFORM TO THE CITY OF LIVERMORE STANDARDS AND REQUIREMENTS. EXCEPT FOR ZONE 7 CHANNEL RELATED IMPROVEMENTS.
13. GRADING TO BE SUBJECT TO ADDITIONAL CONDITIONS, IF ANY, IMPOSED BY THE CITY OF LIVERMORE PURSUANT TO ISSUANCE OF A GRADING PERMIT. CITY CONSTRUCTION INSPECTOR TO BE NOTIFIED 48 HOURS PRIOR TO WORK COMMENCING ON SITE.
14. GENERAL CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITES. PROVIDE 6" MINIMUM BETWEEN PIPES CROSSING ELECTRICAL LINES AND 12" MINIMUM BETWEEN PIPES PARALLEL TO ELECTRICAL LINES.
15. FIRE LINES AND SPRINKLER RISERS ARE SHOWN SCHEMATICALLY ONLY. SIZE OF LINE, VALVES, ETC., SHALL CONFORM TO SPECIFICATIONS AND REQUIREMENTS OF ALL APPLICABLE AGENCIES, SUCH AS FIRE DEPARTMENT, I.S.O., ETC. FIRE SYSTEMS WILL FOLLOW "GUIDELINES FOR THE USE OF RECYCLED WATER".
16. FOR UTILITY MATERIALS AND TYPES, SEE THE PROJECT SPECIFICATION.
17. ON-SITE LIGHTING MUST ACHIEVE MINIMUM LIGHT LEVELS AT ALL LOCATIONS TO THE SATISFACTION OF POLICE DEPARTMENT.
18. STORM DRAINS: ALL STORM DRAIN INLETS MUST BE MARKED WITH THE STATEMENT "NO DUMPING DRAINS TO BAY" USING AN APPROVED MARKER. STORM DRAIN INLETS LOCATED IN TURF OR LANDSCAPED AREAS WILL BE EXEMPT FROM THE LABELING REQUIREMENT. INFORMATION REGARDING THE REQUIRED EQUIPMENT CAN BE OBTAINED FROM THE WATER RESOURCES DIVISION, 960-8100.
19. ALL STORM DRAIN INLETS MUST CONFORM TO CITY OF LIVERMORE WATER RESOURCES DIVISION DETAIL S-7C DATED NOVEMBER 1997, EXCEPT FOR ZONE 7 CHANNEL RELATED IMPROVEMENTS.
20. WITHIN 1,500 FEET OF RESIDENTIAL USE, CONSTRUCTION CONTRACTOR SHALL LIMIT HIGH NOISE-PRODUCING ACTIVITIES TO 7:00 AM TOO 6:00 PM MONDAY THROUGH FRIDAY, WITH NO WORK ON WEEKENDS AND CITY OBSERVED HOLIDAYS. THIS REQUIREMENT SHALL BE PLACED ON THE IMPROVEMENT PLANS FOR EACH PHASE OF CONSTRUCTION.
21. DEVELOPER/CONTRACTOR SHALL PROVIDE TELEVISION (TV) INSPECTION ON THEIR OWN SANITARY SEWER AND STORM DRAIN PIPELINES AFTER INSTALLATION IN ACCORDANCE WITH THE CITY TV INSPECTION REQUIREMENTS. TV INSPECTION LOGS SHALL BE PROVIDED TO THE CITY PRIOR TO FINAL INSPECTION OF THE PIPE TO SHOW INSTALLATION IS IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.

## EROSION & SEDIMENT CONTROL MEASURES

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE EFFECTIVE YEAR ROUND.
2. AFTER THE UNDERGROUND STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS WILL BE INSTALLED (AS SOON AS PRACTICAL) AND STRAW BALES WILL BE PLACED AROUND THOSE CATCH BASINS AS SHOWN ON THIS PLAN UNTIL THIS SITE IS PAVED.
3. SHOULD THE ON-SITE STORM DRAINS NOT BE INSTALLED COMPLETELY BY OCTOBER 15, THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS AT THE EXISTING STORM PIPES STUBBED TO THE SITE.
4. PERSON RESPONSIBLE FOR IMPLEMENTATION OF EROSION AND SEDIMENTATION PLAN.

   NAME: TYLER SHELDON P.E.
   ADDRESS: 201 CALIFORNIA ST. SUITE 1350, SAN FRANCISCO, CA 94111
   TELEPHONE: 415-297-8416
5. THE CONTRACTOR SHALL PLACE DRAIN ROCK AS A GRAVEL ROADWAY (12" MIN. THICK FOR THE FULL WIDTH AND 50 FEET LONG) AT EACH D/W ENTRANCE TO SITE. ANY MUD THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE REMOVED THAT SAME DAY AND AS REQUIRED BY THE CITY OF FREMONT.
6. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED AND CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF THE CITY ENGINEER.
7. DURING THE RAINY SEASON, ALL PAVED AREAS SHALL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT-LADEN RUN-OFF TO ANY STORM DRAINAGE SYSTEM.
8. THIS PLAN COVERS ONLY THE FIRST WINTER FOLLOWING GRADING. PLANS ARE TO BE RESUBMITTED FOR CITY APPROVAL PRIOR TO THE SEPTEMBER FIRST OF EACH SUBSEQUENT YEAR UNTIL THE SITE IMPROVEMENTS ARE ACCEPTED BY THE CITY.
9. ALL EROSION CONTROL FACILITIES MUST BE INSPECTED AND REPAIRED AT THE END OF EACH WORKING DAY DURING THE RAINY SEASON.
10. SEDIMENT BASINS SHALL BE CLEANED OUT WHENEVER SEDIMENT REACHES THE SEDIMENT CLEANOUT LEVEL INDICATED ON THE PLANS.
11. BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
12. ALL CUT AND FILL SLOPES ARE TO BE PROTECTED TO PREVENT OVERBANK FLOW.
13. INLETS WHICH ARE NOT USED IN CONJUNCTION WITH STRAW BALES OR SEDIMENT BASINS SHOULD BE COVERED, OR OTHERWISE ADJUSTED TO PREVENT INFLOW, UNLESS THE AREA DRAINED IS UNDISTURBED OR STABILIZED.
14. THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO ANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE APPROVAL OF THE ENGINEER.
15. DETAILS FOR THE CONSTRUCTION OF FACILITIES ARE SHOWN ON THESE PLANS.
16. THIS PLAN IS INTENDED TO BE USED FOR EROSION CONTROL ONLY. OTHER INFORMATION SHOWN HEREON MAY NOT BE THE MOST CURRENT.
17. CONSTRUCTION OPERATIONS- DUST SHALL BE CONTROLLED. WASTEWATER GENERATED DURING CONSTRUCTION SHALL NOT BE DISCHARGED TO THE STORM DRAIN SYSTEM. THIS INCLUDES WASTE FROM PAINTING, SAWCUTTING, CONCRETE WORK, ETC. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO ELIMINATE DISCHARGES TO THE STORM DRAIN SYSTEM AND, IF NECESSARY, PROVIDE AN AREA FOR ON-SITE WASHING ACTIVITIES DURING CONSTRUCTION. MATERIALS THAT COULD CONTAMINATE STORM RUNOFF SHALL BE STORED IN AREAS WHICH ARE DESIGNED TO PREVENT EXPOSURE TO RAINFALL AND TO NOT ALLOW STORM WATER TO RUN ONTO THE AREA.
18. PAVEMENT CLEANING- FLUSHING OF STREETS/PARKING LOTS TO REMOVE DIRT AND CONSTRUCTION DEBRIS IS PROHIBITED UNLESS PROPER SEDIMENT CONTROLS ARE USED. PREFERABLY, AREAS REQUIRING CLEANING SHOULD BE SWEPT.

## ENGINEERING DEPARTMENT STANDARD NOTES

1. ALL OFF-SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LATEST CITY OF LIVERMORE STANDARD DETAILS AND SPECIFICATIONS.
2. REPLACE ALL DEFECTIVE CURB, GUTTER, SIDEWALK AND DRIVEWAY AS DIRECTED BY THE CITY ENGINEER.
3. ALL UTILITY SERVICES SHALL BE UNDERGROUND.

## CULTURAL RESOURCE PRESERVATION

1. SHOULD ANY PREVIOUSLY UNIDENTIFIED PREHISTORIC OR HISTORIC ARTIFACTS, OR OTHER INDICATORS OR EXAMPLES OF CULTURAL RESOURCES BE DISCOVERED DURING THE COURSE OF SITE PREPARATION, GRADING, EXCAVATION, CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITIES. ALL OPERATIONS WITHIN 50 FEET OF THE FIND SHALL CEASE UNTIL SUCH TIME AS A QUALIFIED ARCHAEOLOGIST CAN BE CONSULTED TO EVALUATE THE FINDS AND RECOMMEND APPROPRIATE ACTION. PREHISTORIC MATERIALS CAN INCLUDE FLAKED STONE TOOLS (E.G. PROJECTILE POINTS, KNIVES AND CHOPPERS) OR TOOL MAKING DEBRIS OF OBSIDIAN, CHERT, QUARTZITE AND OTHER MATERIALS; CULTURALLY DARKENED SOIL (I.E. MIDDEN, WHICH OFTEN CONTAINS HEAT AFFECTED ROCK, ASH AND CHARCOAL, SHELLFISH REMAINS, AND CULTURAL MATERIALS); AND STONE MILLING EQUIPMENT SUCH AS MORTARS, PESTLES, AND HAND STONES. HISTORIC MATERIALS MAY INCLUDE WOOD, STONE, CONCRETE OR ADOBE FOOTINGS, WALLS AND OTHER STRUCTURAL REMAINS; DEBRIS FILLED WELLS OR PRIVIES; AND DEPOSITS OF WOOD, METAL, GLASS, CERAMICS AND OTHER REFUSE.
2. IN THE EVENT OF DISCOVERY OR RECOGNITION OF ANY HUMAN REMAINS ON THE PROJECT SITE, THERE SHALL BE NO FURTHER EXCAVATION OR DISTURBANCE OF OF THE SITE OR ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE ADJACENT REMAINS UNTIL THE CORONER OF ALAMEDA COUNTY HAS DETERMINED WHETHER THE REMAINS ARE SUBJECT TO THE CORONER'S AUTHORITY. THIS IS IN ACCORDANCE WITH SECTION 7050.5 OF THE CALIFORNIA HEALTH AND SAFETY CODE. IF THE HUMAN REMAINS ARE OF NATIVE AMERICAN ORIGIN, THE CORONER MUST NOTIFY THE NATIVE AMERICAN HERITAGE COMMISSION WITHIN 24 HOURS OF IDENTIFICATION. PURSUANT TO SECTION 5097.98 OF THE PUBLIC RESOURCE CODE, THE NATIVE AMERICAN HERITAGE COMMISSION WILL IDENTIFY A "NATIVE AMERICAN MOST LIKELY DESCENDENT" TO INSPECT THE SITE AND PROVIDE RECOMMENDATIONS FOR THE PROPER TREATMENT OF THE REMAINS AND ANY ASSOCIATED GRAVE GOODS.

## TREE PROTECTION NOTES

1. THE FOLLOWING PRE-CONSTRUCTION MEASURES SHALL BE TAKEN FOR THE TWO EXISTING ON-SITE MATURE NATIVE OAK TREES AND ONE EXISTING ON-SITE MATURE NATIVE SYCAMORE TREE:
   A. THE CONTRACTOR SHALL MEET WITH THE PROJECT MANAGER ON SITE TO DISCUSS TREE PROTECTION, ACCESS AND STORAGE PRIOR TO BEGINNING ANY WORK;
   B. A TREE PROTECTION ZONE SHALL BE DELINEATED AND SHOWN ON CONSTRUCTION PLANS AND ON GRADING PLANS AND SHALL BE MAINTAINED A MINIMUM OF 15 FEET FROM THE EDGE OF THE TREE DRIPLINES; PROTECTIVE FENCING SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY SITE PREPARATION, GRADING OR TRANSPORTATION OF EQUIPMENT TO THE PROJECT SITE;
   C. DUST CONTROL MEASURES SHALL BE IMPLEMENTED INCLUDING WASHING DOWN THE TREE LEAVES ON A REGULAR BASIS DURING THE CONSTRUCTION PERIOD, A MINIMUM OF ONCE PER MONTH IN THE DRY SEASON;
   D. ANY SUBSEQUENT PLANS AFFECTING THE TREES, INCLUDING LANDSCAPE AND IRRIGATION PLANS, SHALL BE REVIEWED BY THE CITY ARBORIST WITH REGARD TO TREE IMPACTS
2. THE FOLLOWING POST CONSTRUCTION MEASURES SHALL BE TAKEN FOR EXISTING ON-SITE TREES:
   A. THE HEALTH, STABILITY, WATER REQUIREMENTS AND IRRIGATION OF THE TREES SHALL BE MONITORED PERIODICALLY PURSUANT TO APPROVED LANDSCAPE PLANS;
   B. MANAGEMENT FOR PESTS SHALL BE ONGOING AND OCCASIONAL PRUNING SHALL BE PERFORMED
   C. FRESH POTABLE WATER ONLY SHALL BE USED TO IRRIGATE THE EXISTING TREES. RECYCLED RECYCLED WATER SHALL BE AVOIDED DUE TO ITS RELATIVELY HIGH PH AND SALT CONTENT
   D. NO USE UNDER THE TREES SHALL BE ALLOWED. TO PREVENT USE, A FENCE SHALL BE INSTALLED PER PLANS WITH A
   E. SIGN STATING USE IS RESTRICTED DUE TO TREE LIMB INSTABILITY.

## BAAQMD STANDARD NOTES

1. WATER ALL ACTIVE DRY CONSTRUCTION AREAS AT LEAST TWICE DAILY;
2. COVER TRUCKS HAULING SOIL, SAND AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD;
3. PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITES;
4. SWEEP DAILY (WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITE;
5. SWEEP STREETS DAILY (WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS;
6. HYDROSEED OR APPLY (NON-TOXIC) SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR TEN DAYS OR MORE);
7. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY (NON-TOXIC) SOIL BINDERS TO EXPOSED STOCKPILES (DIRT, SAND, ETC.);
8. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MPH;
9. INSTALL SANDBAGS OR OTHER EROSION CONTROL MEASURES TO PREVENT SILT RUNOFF TO PUBLIC ROADWAYS;
10. REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE;
11. SUSPEND EXCAVATION AND GRADING ACTIVITY WHEN WINDS (INSTANTANEOUS GUSTS) EXCEED 25 MPH.

## DEMOLITION NOTES

1. ALL BACK FILLING OF THE FOOTING, EXCAVATION, TRENCHING, HOLES, OVER EXCAVATION, ETC. DURING CONSTRUCTION SHALL BE BACK FILLED AND RECOMPACTED TO 90% RELATIVE COMPACTION PER ASTM D-1557, LATEST EDITION, AND SHALL BE IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND APPROVAL. THE COMPACTION OF ALL EXCAVATIONS GREATER THAN 5 FEET IN DEPTH SHALL BE 95% RELATIVE COMPACTION OR PER THE GEOTECHNICAL ENGINEER'S REQUIREMENTS.
2. ANY UTILITIES TO BE REMOVED SHALL BE DISCONNECTED AND REMOVED PER THE REQUIREMENTS OF THE RESPECTIVE UTILITY COMPANY AND AS APPROVED BY THE CITY OF LIVERMORE STANDARDS AND REQUIREMENTS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE GEOTECHNICAL ENGINEER 48 HOURS IN ADVANCE OF ANY GRADING AND FILLING OF THE SITE RELATING TO ANY DEMOLITION OR REMOVAL OF SITE FEATURES. ALL A.C. PAVEMENT, CONCRETE AND BASE ROCK SHALL BE CRUSHED, SALVAGED AND STOCK PILED FOR USE ON-SITE AS FILL MATERIAL. ALL REMOVAL, CRUSHING AND STOCK PILING SHALL BE INSPECTED, TESTED AND APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER.
4. IN GENERAL, FILL MATERIAL SHALL NOT CONTAIN CLUMPS LARGER THAN 6 INCHES IN ITS GREATEST DIMENSION WITH NO MORE THAN 15% LARGER THAN 2.5 INCHES.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT FROM DAMAGE THROUGHOUT THE COURSE OF CONSTRUCTION OF ALL BUILDINGS AND SITE FEATURES ITEMS SUCH AS, BUT NOT LIMITED TO CATCH BASINS, CONDUIT, TELEPHONE AND POWER POLES, FENCING, RETAINING WALLS, GAS LINES, OIL LINES, GASOLINE LINES, FIRE AND WATER SERVICE ASSEMBLIES, CONCRETE CURB, GUTTER AND SIDEWALK, TREES, BUSHES AND PLANT MATERIAL, ETC. BOTH ON-SITE AND OFF-SITE. THE CONTRACTOR SHALL PROVIDE ALL REPAIRS, MAINTENANCE, SHORING, SUPPORT, ETC. TO MAINTAIN ALL FEATURES DESIGNATED TO REMAIN IF DAMAGED. NOTIFY ARCHITECT/ENGINEER IF ANY DISCREPANCIES EXIST OR IF CLARIFICATIONS ARE REQUIRED.
6. NO BURNING SHALL BE ALLOWED WITHOUT THE PERMISSION OF THE AIR POLLUTION CONTROL DISTRICT. DISPOSE OF ALL MATERIAL IN ACCORDANCE WITH ACCEPTED SAFETY STANDARDS DESCRIBED BY AUTHORITIES HAVING JURISDICTION. NO PILING OR BURNING OF ANY MATERIAL WILL BE PERMITTED WITHIN AREAS OF 90% COMPACTION.
7. COMPLY WITH ALL APPLICABLE REGULATIONS AND SAFETY ORDERS IN EFFECT AT THE CONSTRUCTION SITE. PROTECT OPEN EXCAVATION, TRENCHES, ETC., WITH FENCES, COVERS, OR RAILINGS AS REQUIRED TO MAINTAIN SAFE PEDESTRIAN AND VEHICLE TRAFFIC. MAINTAIN DESIGNATED SITE ACCESS FOR VEHICLE AND PEDESTRIAN TRAFFIC.
8. WHEN DUST CONDITIONS EXIST, DAMPEN THE AREAS TO PREVENT THE TRANSPORTATION OF DEBRIS INTO THE BUILDINGS AND ONTO ADJACENT PROPERTY.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE FINISHED CONDITION OF HIS WORK. BEFORE WORKING OVER BACKFILL OR SIMILAR WORK COMPLETED BY OTHER CONTRACTORS, VERIFY THAT SUCH WORK HAS BEEN PROPERLY BACKFILLED AND COMPACTED. NOTIFY THE ARCHITECT PROMPTLY IN WRITING IF ANY CONDITIONS DO NOT MEET THE PROPER STANDARDS. WITHOUT EXTRA COST TO THE OWNER, ALL FEATURES DAMAGE IN THE PERFORMANCE OF ALL WORK SHALL BE RESTORED TO THE SATISFACTION OF THE OWNER AND AUTHORITIES HAVING JURISDICTION.
10. THE GEOTECHNICAL INVESTIGATION FOR THIS SITE HAS BEEN PREPARED BY GEOCON CONSULTANTS, INC. DATED DECEMBER, 2015. FILE NO. E8864-04-01. THIS REPORT REMAINS THE RESPONSIBILITY OF THE GEOTECHNICAL ENGINEER AND IS INCLUDED IN THE SPECIFICATIONS OF THIS PROJECT. THE GEOTECHNICAL REPORT SHALL BE READ BY THE CONTRACTOR BEFORE SUBMISSION OF HIS BID. ALL SITE WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. THE OWNER WILL RETAIN THE GEOTECHNICAL ENGINEER TO INSURE CONFORMANCE WITH THE GEOTECHNICAL REPORT.
11. CONTRACTOR ACKNOWLEDGES THAT HE HAS THOROUGHLY INFORMED HIMSELF REGARDING REQUIREMENTS OF DRAWINGS, SPECIFICATIONS, AND REGULATIONS PERTAINING TO THE PROJECT. SPECIFICATIONS AND DRAWINGS ARE COMPLEMENTARY. WHAT IS CALLED BY ONE IS AS BINDING AS IF CALLED FOR BY ALL. THE CONTRACTOR IS TO FAMILIARIZE HIMSELF WITH THE SITE AND COMPARE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATION WITH WORK TO BE PERFORMED BY THE CONTRACTOR, INCLUDING TOPOGRAPHY, APPROACHES AND IMPROVEMENTS ON OR ABOUT THE SITE.
12. THE ARCHITECT SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF DEMOLITION WORK, OR FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. ANY ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSON PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK OR TO MEET THEIR SCHEDULE WILL MAINTAIN RESPONSIBILITY.
13. CONTRACTOR TO PROVIDE ALL CONSTRUCTION BARRICADES REQUIRED BY GOVERNING AGENCIES AND AS NOTED IN SPECIFICATIONS.
14. NO TRENCHING DEEPER THAN 5 FEET SHALL BE ALLOWED WITHOUT THE CONTRACTOR OBTAINING A PERMIT FROM OSHA.
15. REMOVE EXISTING STRIPING AS REQUIRED THROUGHOUT THE ENTIRE SITE.

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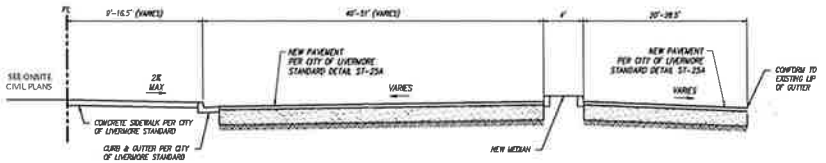
CSW | ST2

CSWST2 ENGINEERING GROUP
5870 STONERIDGE MALL ROAD
SUITE 203
PLEASANTON, CA 94588

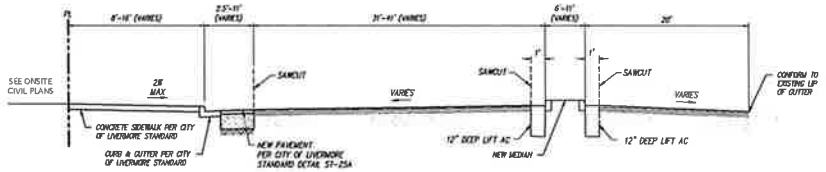
NOTES
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

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| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

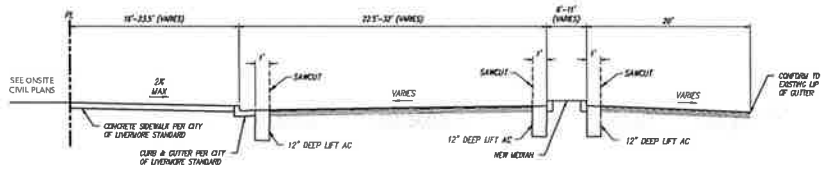
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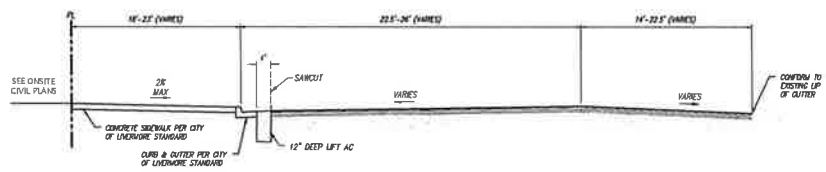

S. LIVERMORE AVE
4+06 TO 5+02
N.T.S.




S. LIVERMORE AVE
5+02 TO 5+93
N.T.S.




S. LIVERMORE AVE
5+93 TO 6+48
N.T.S.




S. LIVERMORE AVE
6+48 TO 7+44
N.T.S.

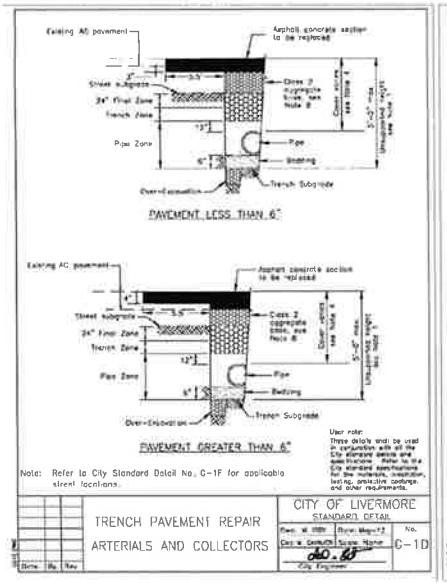
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CSWST2 ENGINEERING GROUP
5870 STONERIDGE MALL ROAD, SUITE 203
PLEASANTON, CA 94588

# TYPICAL SECTIONS
## SOUTH LIVERMORE AVENUE STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

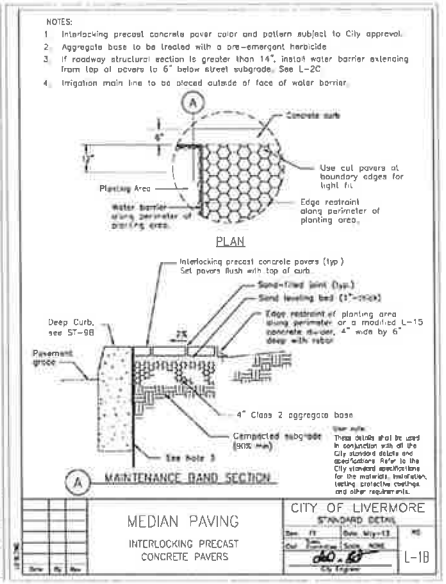
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| DATE | 3/25/2023 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

SHEET
C12.0



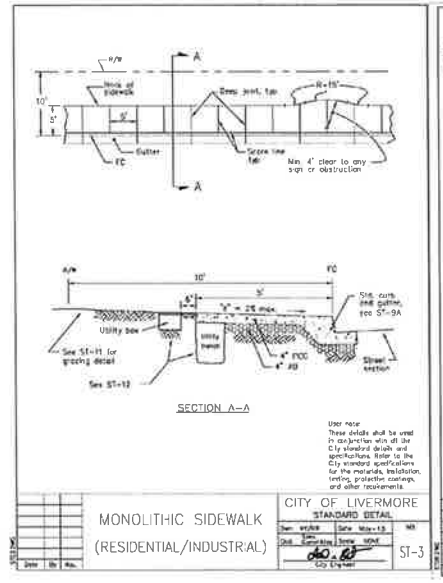

TRENCH PAVEMENT REPAIR
ARTERIALS AND COLLECTORS

CITY OF LIVERMORE STANDARD DETAIL No. G-1D



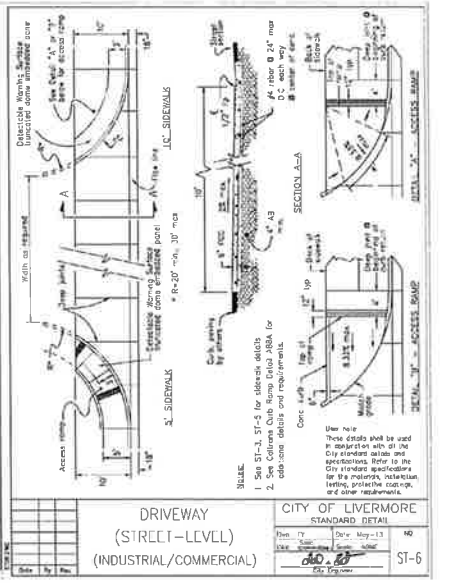

MEDIAN PAVING
INTERLOCKING PRECAST CONCRETE PAVERS

CITY OF LIVERMORE STANDARD DETAIL No. L-1B



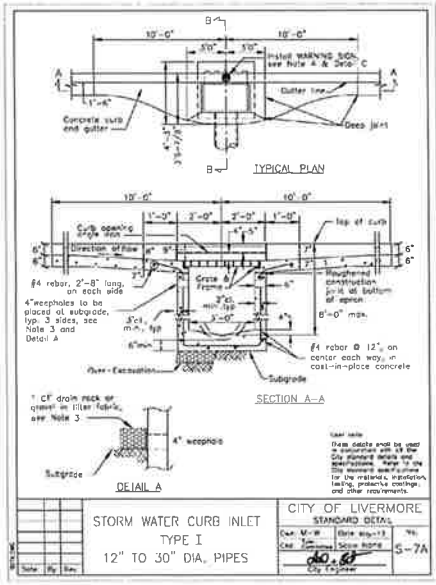

MONOLITHIC SIDEWALK
(RESIDENTIAL/INDUSTRIAL)

CITY OF LIVERMORE STANDARD DETAIL No. ST-3



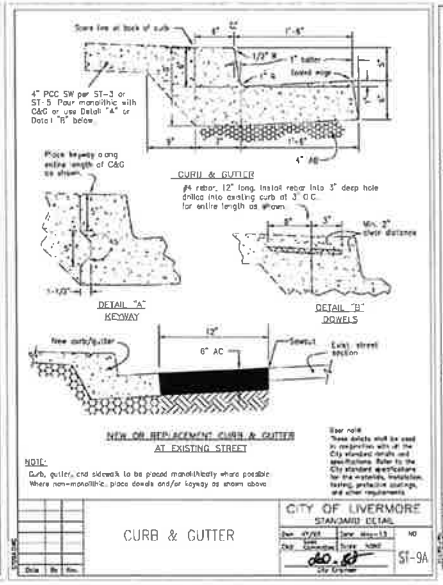

DRIVEWAY
(STREET-LEVEL)
(INDUSTRIAL/COMMERCIAL)

CITY OF LIVERMORE STANDARD DETAIL No. ST-6



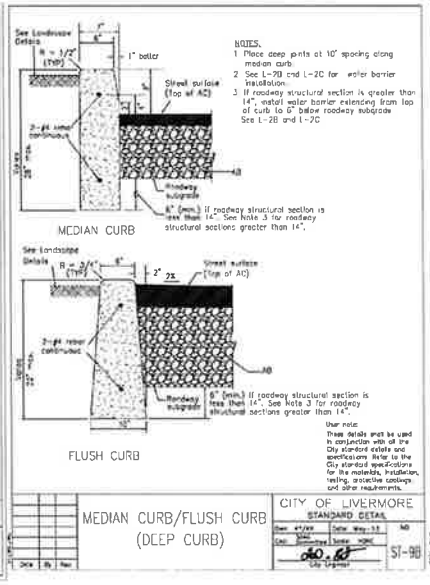

STORM WATER CURB INLET
TYPE I
12" TO 30" DIA. PIPES

CITY OF LIVERMORE STANDARD DETAIL No. S-7A



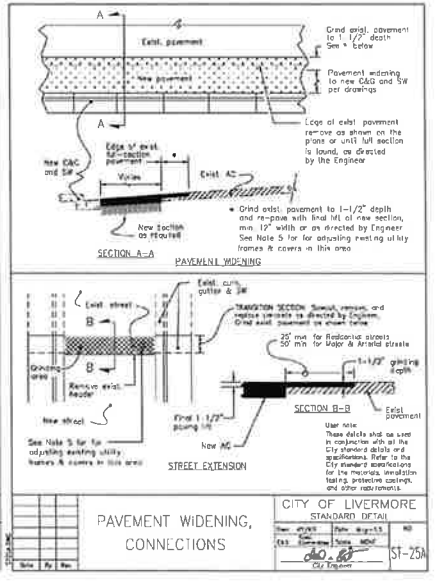

CURB & GUTTER

CITY OF LIVERMORE STANDARD DETAIL No. ST-9A




MEDIAN CURB/FLUSH CURB
(DEEP CURB)

CITY OF LIVERMORE STANDARD DETAIL No. ST-9B




PAVEMENT WIDENING,
CONNECTIONS

CITY OF LIVERMORE STANDARD DETAIL No. ST-25A

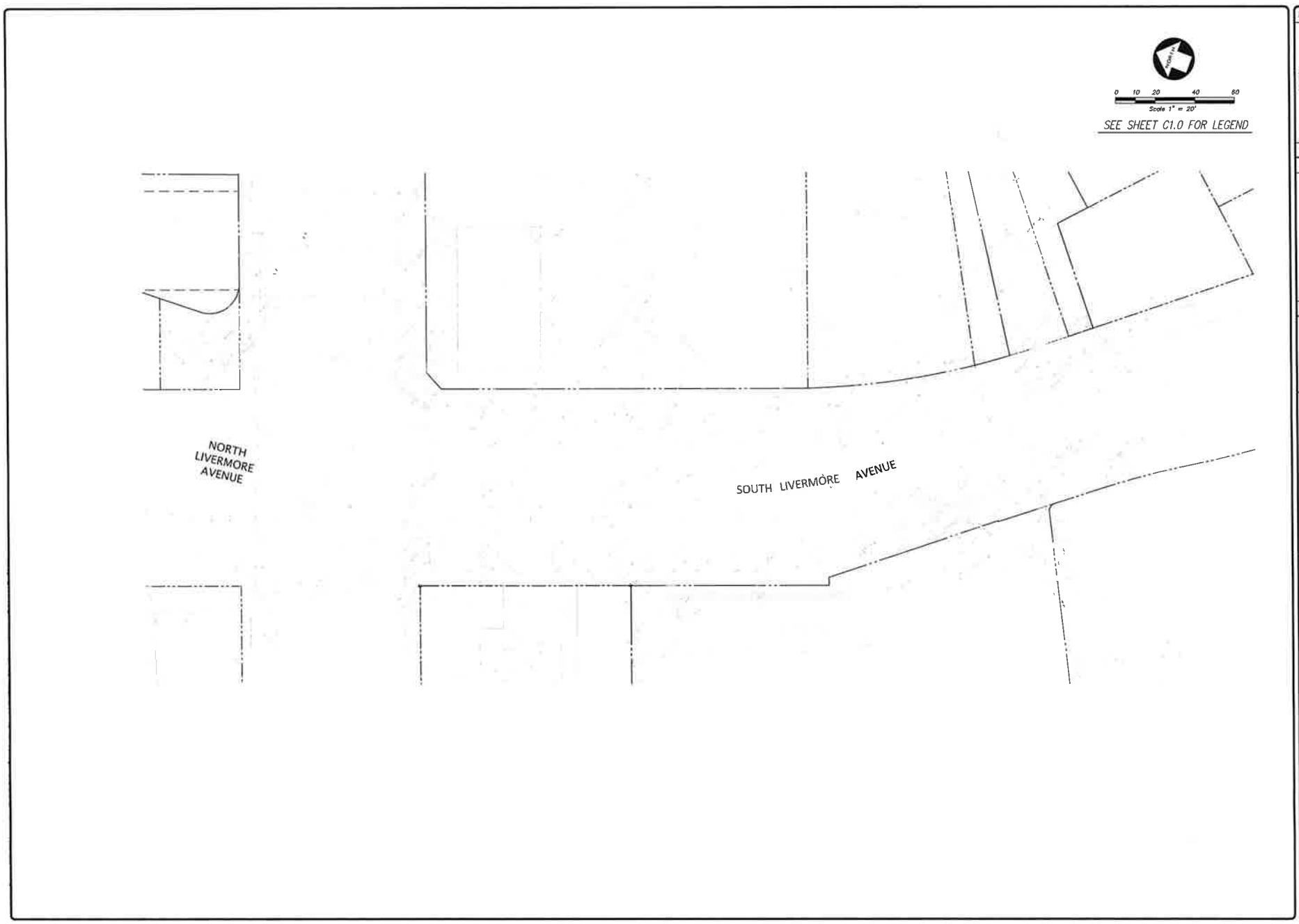
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CSW | ST2
CSWST2 ENGINEERING GROUP
5670 STONERIDGE MALL ROAD
SUITE 210
PLEASANTON, CA 94588

# DETAILS
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

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CSW | ST2

CSW/ST2 ENGINEERING GROUP
5670 STONERIDGE MALL ROAD, SUITE 303
PLEASANTON, CA 94588

EXISTING CONDITIONS
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 515310E |

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## DEMO KEYNOTES

1. REMOVE CONCRETE CURB
2. EXISTING STREET LIGHT/POLE TO BE REMOVED AND SALVAGED
3. REMOVE CONCRETE CURB & GUTTER
4. EXISTING MANHOLE TO BE PROTECTED IN-PLACE BY CONTRACTOR
5. EXISTING SIGN TO BE PROTECTED IN-PLACE BY CONTRACTOR
6. EXISTING ELECTROLIERS TO BE PROTECTED IN-PLACE BY CONTRACTOR
7. EXISTING TRAFFIC SIGNAL POLE TO BE PROTECTED IN-PLACE BY CONTRACTOR
8. EXISTING STREET SIGN TO BE REMOVED AND SALVAGED
9. EXISTING UTILITY BOX TO BE PROTECTED IN-PLACE BY CONTRACTOR
10. EXISTING MONUMENT TO BE PROTECTED IN-PLACE BY CONTRACTOR
11. REMOVE CONCRETE RAMP
12. REMOVE CONCRETE DRIVEWAY
13. REMOVE BOLLARDS
14. REMOVE PIV
15. REMOVE FDC
16. REMOVE BFP
17. REMOVE FIRE HYDRANT
18. EXISTING INLET TO BE PROTECTED IN-PLACE BY CONTRACTOR

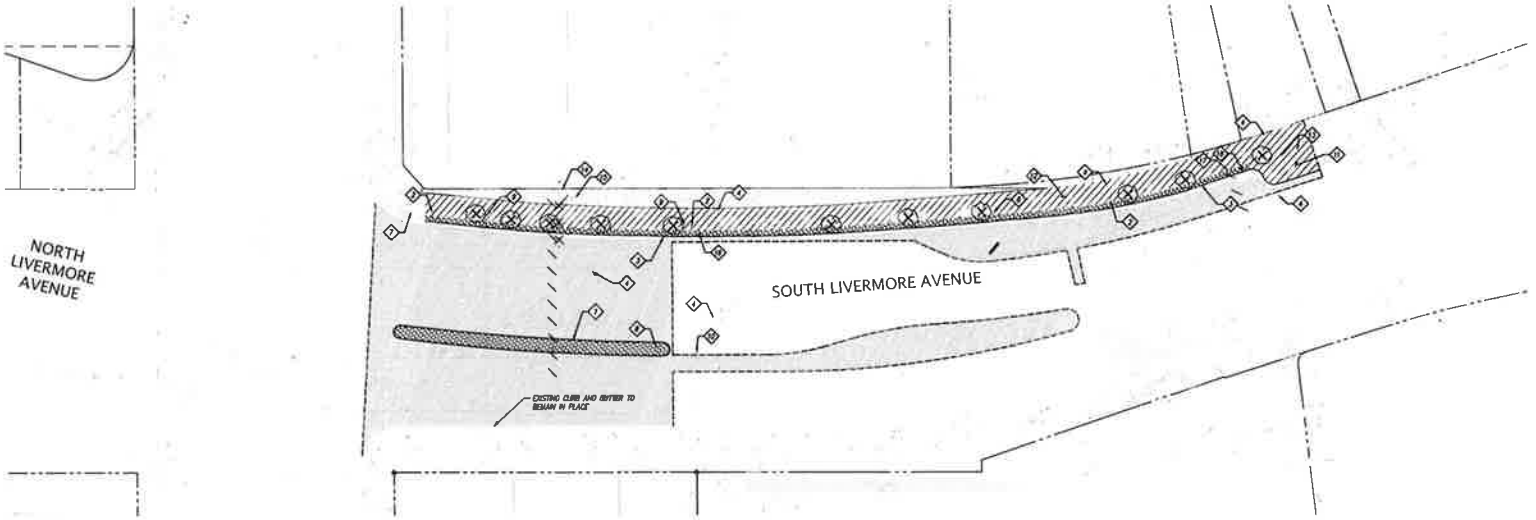
## LEGEND

- REMOVE EXISTING AC PAVEMENT
- REMOVE EXISTING CONCRETE
- REMOVE AND SALVAGE EXISTING PAVERS/BRICKS
- REMOVE EXISTING LANDSCAPING
- SAWCUT LINE
- CURB TO BE REMOVED
- UNDERGROUND UTILITIES TO BE REMOVED
- UNDERGROUND UTILITIES TO BE ABANDONED
- PLUG AND CAP DIG
- EXISTING TREE TO BE REMOVED

NORTH

0 10 20 40 60

Scale 1" = 20'




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| NO. | REVISION | BY |
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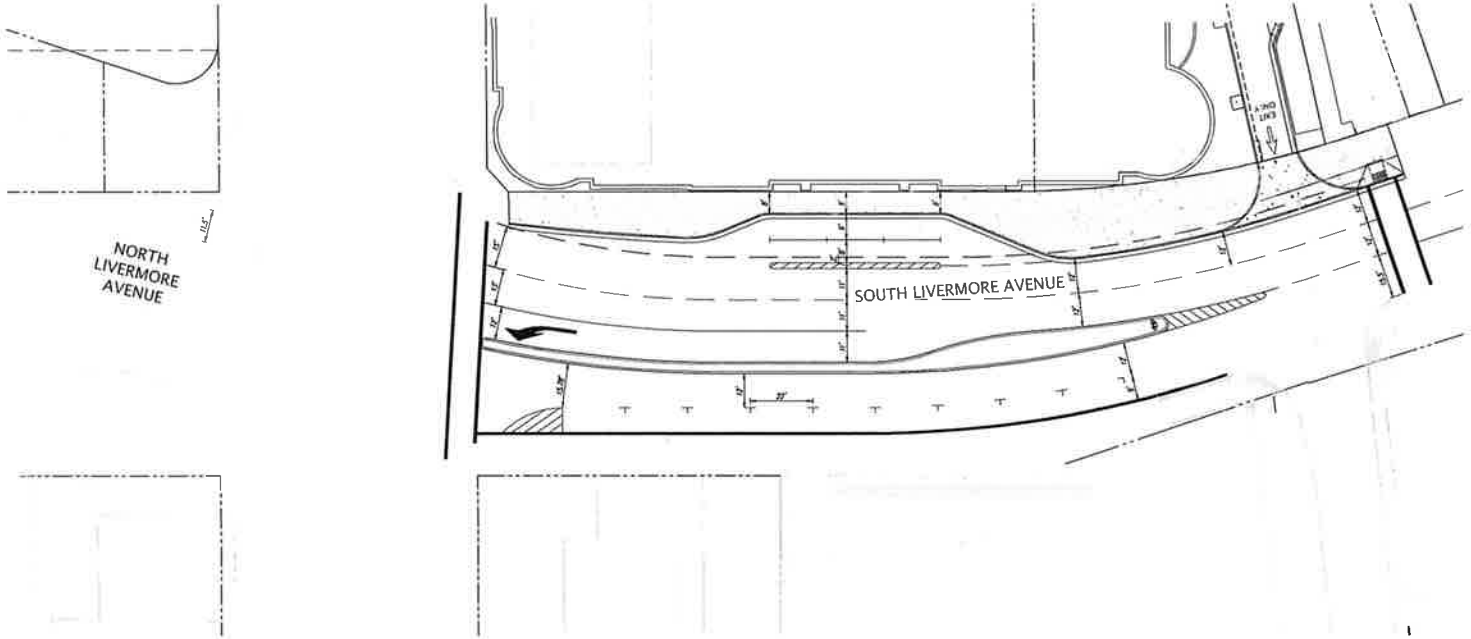
CSW | ST2
CSWST2 ENGINEERING GROUP
3470 STONERIDGE MALL ROAD, SUITE 203
PLEASANTON, CA 94588

# DEMOLITION PLAN

SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

SHEET
C14.0




CSW | ST2

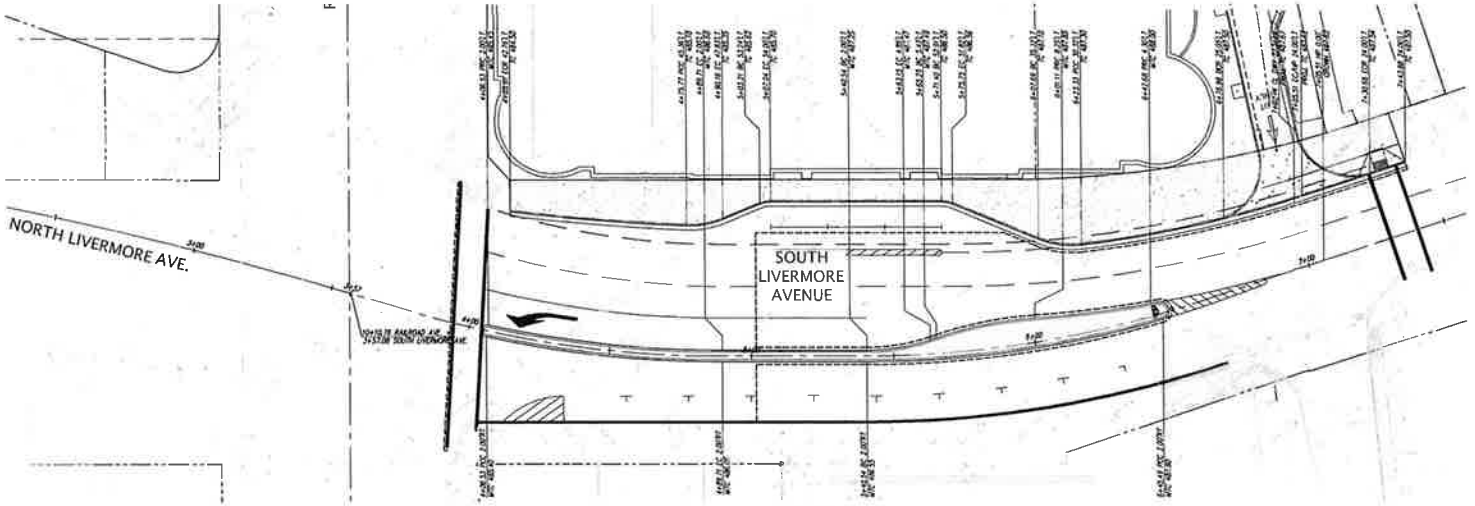
CSW/ST2 ENGINEERING GROUP
5670 STONERIDGE MALL ROAD
SUITE 200
PLEASANTON, CA 94588

# STRIPING PLAN

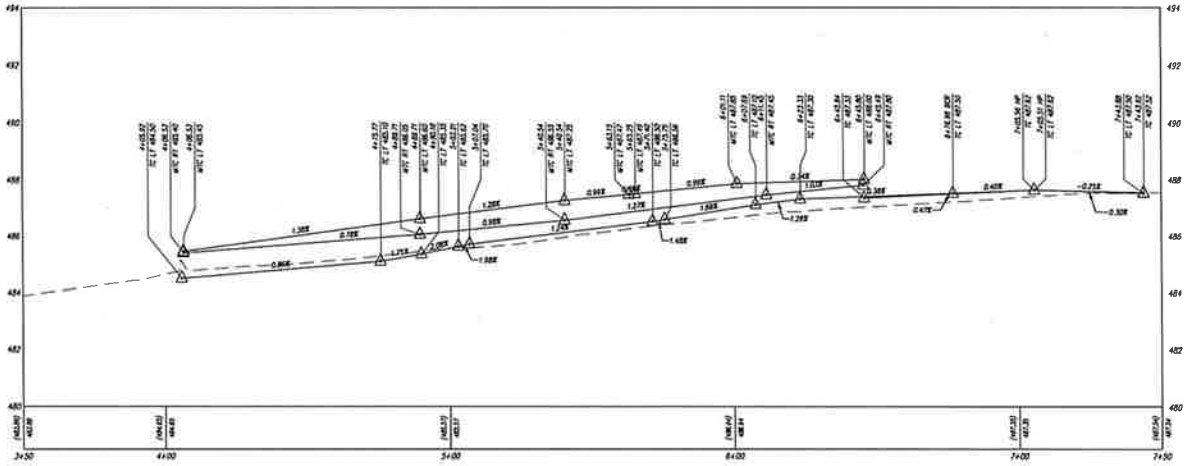
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
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| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

SHEET
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PLAN
SCALE: 1"= 20'



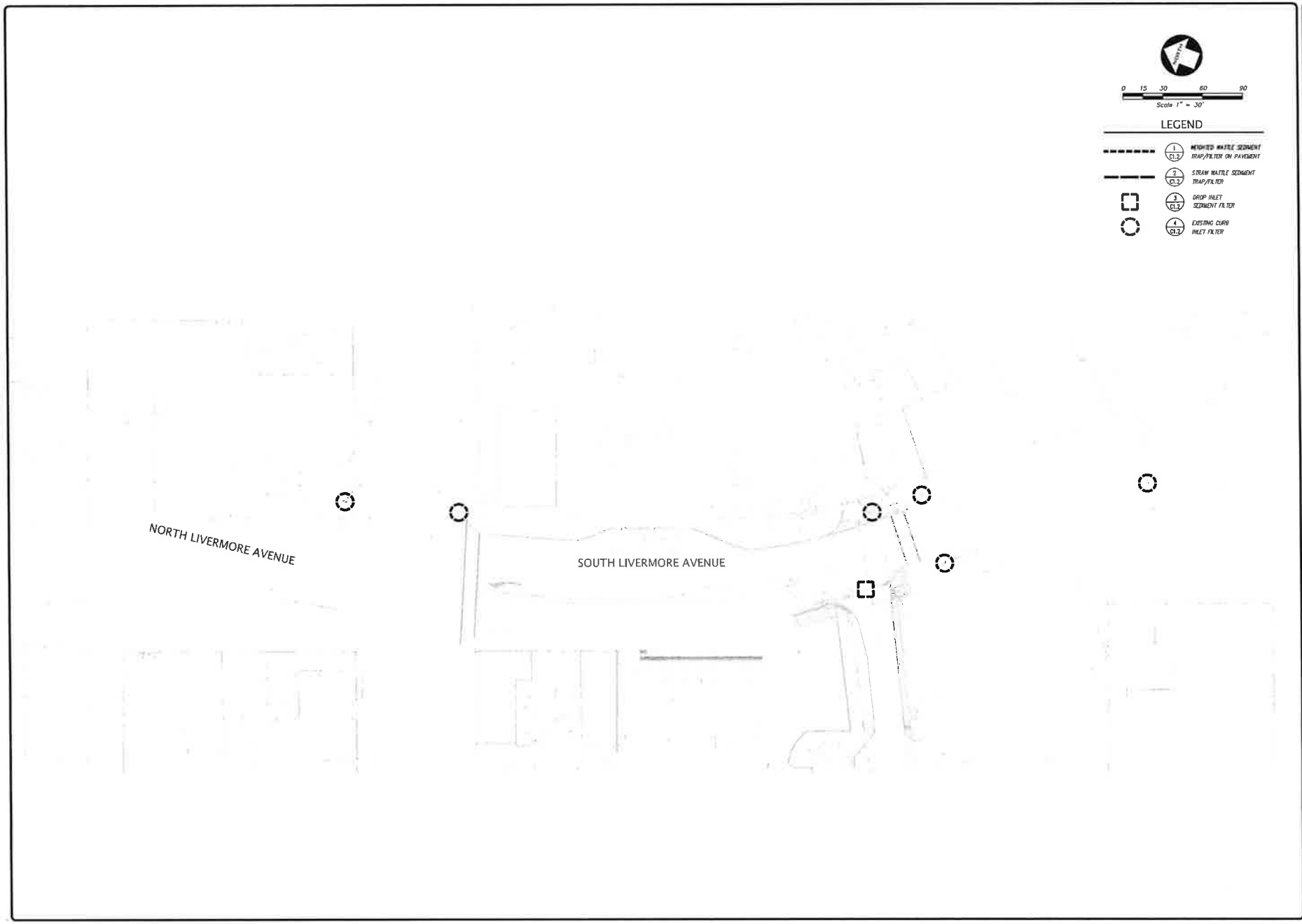
PROFILE
SCALE: 1" = 20' HORIZ.
1" = 2' VERT.

CSW | ST2
CSW/ST2 ENGINEERING GROUP
5670 STONERIDGE MALL ROAD, SUITE 213
PLEASANTON, CA 94588

S LIVERMORE AVE PLAN & PROFILE
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

| | |
|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNED | MJV |
| DRAFTED | MJV |
| JOB NO. | 5153100 |

SHEET
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CSW | ST2

EROSION CONTROL PLAN
SOUTH LIVERMORE AVENUE
STREET IMPROVEMENT PLANS
LIVERMORE, CALIFORNIA

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|---|---|
| DATE | 3/25/2022 |
| SCALE | AS SHOWN |
| DESIGNER | MJV |
| DRAFTER | MJV |
| JOB NO. | 5153100 |

SHEET C17.0

355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

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January 10, 2022

**VIA EMAIL (**cityclerk@cityoflivermore.net)

Mayor Woerner and Members of the City Council
City of Livermore
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

Re: January 10, 2022 City Council Hearing, Agenda Item No. 6.1

Dear Mayor Woerner and Honorable Councilmembers:

On behalf of Save Livermore Downtown ("SLD"), we appreciate the opportunity to submit these comments on the proposed Amended and Restated Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC ("DDLA") for the development of a hotel on the southeast corner of Railroad Avenue and South Livermore Avenue (the "Project"). SLD supports the development of a hotel in downtown Livermore, and recognizes that the City and its voters realize the benefits the hotel will bring to downtown Livermore. However, for the reasons discussed below, SLD respectfully requests that the City Council reject the proposed DDLA.

SLD believes that there is a higher and better use for property located at 2080 Railroad Avenue than just a surface parking lot. This parcel would instead be better suited for an affordable housing project. SLD has previously raised this issue to the City, noting that this parcel and its adjoining properties would be an ideal location for a larger affordable housing project than Eden Housing had proposed on the Lucky Site. Using the parcel as a surface parking lot is simply bad planning.

Using the 2080 Railroad Avenue parcel for off-site parking is also contrary to applicable planning and zoning rules. The Downtown Specific Plan states that for commercial, retail, office, and non-residential uses in the Downtown Core plan area—where the hotel would be situated—"[r]equired parking shall be provided on-site, by payment of an in-lieu fee, ***off-site within the Downtown Core***, or any combination thereof." (Downtown Specific Plan, Ch. 8, p. 7 [emphasis added].) Thus, although the Downtown Specific Plan allows for the use of off-site parking, that parking is limited to off-site areas "within the Downtown Core." While the hotel is within the Downtown Core, 2080 Railroad Avenue is not. "The Downtown Core is centered on the City's historic crossroads, at the intersection of First Street and Livermore Avenue. ***Its northern boundary is Railroad Avenue from M Street to Livermore Avenue***." (Downtown Specific Plan, Ch. 4, p. 3 [emphasis added].) To that end, 2080 Railroad Avenue is actually within the "Downtown Neighborhood - North Side" area of the Downtown Specific Plan, which

is not in the Downtown Core. Because the 2080 Railroad Avenue site is outside of the Downtown Core, the hotel project as envisioned in the proposed DDLA is inconsistent with the Specific Plan, in that it would allow off-site parking for the hotel in an unlawful location.

Moreover, as part of the approval of the DDLA, staff recommends that City Council authorize a supplemental appropriation of $1,923,750 from the General Fund for a site acquisition loan for 2080 Railroad Avenue. However, as discussed above, the use of 2080 Railroad Avenue for surface parking is contrary to local planning and zoning rules—specifically the Downtown Specific Plan. Thus, such an exorbitant loan clearly constitutes an "illegal expenditure of, waste of, or injury to, the estate, funds, or other property of [the city]. (Code of Civil Procedure, § 526a.) In other words, this "loan" would be a waste of taxpayer funds.

Finally, the Staff Report contains a conclusory assertion that the sale of the hotel parcels to 2205 Railroad Avenue LLC is exempt from the Surplus Land Act. However, while the hotel property may be exempt under the current version of the Surplus Land Act set forth in 2019's Assembly Bill 1486 and the accompanying Surplus Land Act Guidelines implementing it, Government Code sections 54234(a)(1) and (b)(1) are clear that the Surplus Land Act as it existed on December 31, 2019 still applies. (Gov. Code § 54234(a)(1) ["If a local agency, as of September 30, 2019, has entered into an exclusive negotiating agreement or legally binding agreement to dispose of property, the provisions of this article as it existed on December 31, 2019, shall apply. . . ."]; *id.* at 54234(b)(1) [explaining that the 2019 version of the Surplus Land Act applies to "land held in the Community Redevelopment Property Trust Fund. . .or that has been designated in a long-range property management plan when "[a] exclusive negotiating agreement or legally binding agreement for disposition is entered into not later than December 31, 2020" and "[t]he disposition is completed not later than December 31, 2022."].)

Here, the City's staff report does nothing to demonstrate that the City complied with the prior version of the Surplus Land Act in proposing to dispose of the property to 2205 Railroad Avenue, LLC. Generally, the prior version of the Surplus Land Act required a city, prior to disposing of surplus land, to offer that land for sale or lease for affordable housing, park and recreational purposes, and school district facilities or open space. (See former Gov. Code, § 54222.) The City needs to explain on the record how it complied with the prior version of the Surplus Land Act with respect to the hotel parcels, and/or whether it contends that this disposition is also exempt from the former version of the law.

We appreciate your attention to the issues addressed in this letter, and we look forward to discussing them further with you. If you have any questions, please do not hesitate to call me at (213) 891-8983 or email me at winston.stromberg@lw.com.

Very Truly Yours,

Winston Stromberg
of LATHAM & WATKINS LLP

355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

LATHAM & WATKINS LLP

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| Milan | |


May 24, 2022

**VIA EMAIL** (planning@LivermoreCA.gov)

Chairperson Steven Dunbar and Members of the
Livermore Planning Commission
City of Livermore
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

Re: May 24, 2022 Planning Commission, Agenda Item No. 3.1

Dear Chairperson Dunbar and Honorable Commissioners:

On behalf of Save Livermore Downtown ("SLD"), we appreciate the opportunity to submit these comments on the proposed Downtown Design Review Modification (DDRM 2022-001) and associated findings regarding the development of a hotel on the southeast corner of Railroad Avenue and South Livermore Avenue (the "Project"). These comments build on the January 10, 2022 letter that SLD submitted to the Livermore City Council regarding the proposed Amended and Restated Disposition, Development and Loan Agreement for the Project, which was included in the Planning Commission Staff Report materials.

SLD continues to support the development of a hotel in downtown Livermore and recognizes that the City and its voters realize the benefits the hotel will bring to downtown Livermore. However, as described below, SLD remains concerned by the fact that the Project's use of the 2080 Railroad Avenue parcel for off-site parking is inconsistent with the Downtown Specific Plan and applicable planning and zoning rules. Because these inconsistencies persist and have not been addressed, SLD respectfully requests that the Planning Commission (1) refrain from approving the Downtown Design Review Modification application today and (2) direct Planning staff to work with the applicant to find a different location for the hotel's required parking that complies with the requirements of the Specific Plan.

The Planning Commission Staff Report claims that the Project satisfies the requirements for parking in the Development Code and Downtown Specific Plan through a "combination of on-site surface parking and a valet service provided on-site." (Staff Report, p. 8.) This includes a new parking facility that includes 120 valet spaces that will be located at 2080 Railroad Avenue. (*Id*., p. 4.) However, the Downtown Specific Plan explicitly states that for commercial, retail, office, and non-residential uses in the Downtown Core plan area—where the Project would be sited—"[r]equired parking shall be provided on-site, by payment of an in-lieu fee, ***off-site within the Downtown Core***, or any combination thereof." (Downtown Specific Plan, Ch. 8,

p. 7 [emphasis added].) Thus, although the Downtown Specific Plan allows for the use of off-site parking, that parking is limited to off-site areas "within the Downtown Core."

Although the proposed hotel is within the Downtown Core, 2080 Railroad Avenue is not. "The Downtown Core is centered on the City's historic crossroads, at the intersection of First Street and Livermore Avenue. ***Its northern boundary is Railroad Avenue from M Street to Livermore Avenue***." (Downtown Specific Plan, Ch. 4, p. 3 [emphasis added].) To that end, 2080 Railroad Avenue is within the "Downtown Neighborhood - North Side" area of the Downtown Specific Plan, which is not in the Downtown Core. Because the 2080 Railroad Avenue site is outside of the Downtown Core, the Project is inconsistent with the Specific Plan, in that it would allow off-site parking for the hotel in an unlawful location.

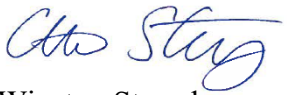
The Staff Report acknowledges SLD's January 10, 2022 letter, which also addressed this issue, but claims that "valet parking is a type of on-site parking for purposes of the Specific Plan." (Staff Report, p. 9.) The Staff Report does not cite any language from the Downtown Specific Plan that supports this interpretation, which is contrary to the common-sense reading of the Specific Plan. 2080 Railroad Avenue is obviously not "on-site"—it is nearly 700 feet away from the location of the proposed hotel.

The only support staff provide for their interpretation is a mitigation measure in the Downtown Specific Plan 2009 Subsequent EIR "that promotes valet parking operations in Downtown and adds an example that valet operators may be able to add an additional 30 parked vehicles on the top floor of the Livermore Valley Center garage." (Staff Report, p. 9.) However, unlike 2080 Railroad Avenue, the Livermore Valley Center garage ***is*** located in the Downtown Core Area of the Specific Plan. (*Ibid*.) Therefore, the fact that off-site parking is permitted in the Livermore Valley Center garage has no bearing on whether off-site parking is permitted at 2080 Railroad Avenue.

Because the Project remains inconsistent with this clear requirement in the Downtown Specific Plan, SLD respectfully requests that the Planning Commission withhold its Project-related approvals until suitably located parking is identified.

We appreciate your attention to the issues addressed in this letter, and we look forward to discussing them further with you. If you have any questions, please do not hesitate to call me at (213) 891-8983 or email me at winston.stromberg@lw.com.

Very Truly Yours,



Winston Stromberg
of LATHAM & WATKINS LLP

LIVERMORE
CALIFORNIA

# PLANNING COMMISSION
# SPECIAL MEETING MINUTES

**May 24, 2022**

**1. CALL TO ORDER** – The meeting of the Planning Commission was called to order by Chairperson Steven Dunbar at 7:00 p.m., via Zoom teleconferencing.

1.1 Roll Call – Present were Chairperson Steven Dunbar, Vice Chairperson Daniel Leary, CM Jacob Anderson, CM Evan Branning, and CM John Stein.

Also present were: Planning Manager Steve Stewart, Senior Assistant City Attorney Kim Cilley, Associate Planner Tricia Pontau, Senior Civil Engineer Debbie Salgado, Engineering Specialist Mike Pato and Administrative Technician Fanny Ludwig.

1.2 **PLEDGE OF ALLEGIANCE** – Led by Chairperson Dunbar.

**2. CITIZENS FORUM** – None.

**3. SPECIAL MEETING ITEM**

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE PLANNING COMMISSION REGARDING THE SPECIAL MEETING ITEM WILL BE PROVIDED BY THE CHAIR.

3.1 Hearing to consider amendments to plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue.

**Recommendation:**

Staff recommends the Planning Commission recommend that City Council adopt the following resolutions:

1. finding the project is within the scope the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the previously adopted addendums thereto;
2. finding the project is exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332; and
3. approving Downtown Design Review Modification (DDRM) 22-001, subject to conditions of approval.

Planning Manager Steve Stewart introduced Associate Planner Patricia Pontau who gave a PowerPoint presentation and overview regarding the request for revisions to plans for a previously approved hotel and the recommendation for the Planning Commission to provide a recommendation to the City Council.

Chair Dunbar opened the public comment period.

An anonymous speaker stated with COVID cases surging, how would the City maintain the hotel financially when there could be high levels of vacancies for a prolonged period of time?

Commissioner Branning asked and confirmed the applicant did not have a presentation. He thanked Presidio Company for their patience during COVID and economic changes over time. He referred to the bike parking requirement of 30 spaces and staff will work with the applicant on this. He thinks it is relatively unlikely that 30 people will bike and stay in the hotel, but there will be people using bikes in the surrounding area, possibly to the restaurant, bar and lounge area so he would request that they think about spreading some of it to the outer edges of the project space.

Regarding the letter received from Save Livermore Downtown to say personally in looking through the DSP, the need for valet parking was brought up specifically for the hotel. The language around it seems clear which is Chapter 8, page 6 and he thinks the project is completely in line with the DSP, General Plan, and he finds it compliant and ready to move forward.

Commissioner Stein voiced support for submerged parking generally and said as densities increase, going down and up is the only way to maintain space for setbacks and landscaping.

Of the three projects the Commission has seen so far, the Legacy Apartments were originally supposed to be submerged but they built an above ground garage wrapped with the rest of the project. This project is going from submerged parking to valet parking, and the only remaining one is Eden Housing which thus far is stuck with the submerged parking.

Overall, he supports the change and said everybody wants the hotel which will generate a substantial amount of Transient Occupancy Tax (TOT) which will help support amenities downtown, and for many of the guests having this type of parking might be what they desire.

He asked whether there is any long-term security for the City loan and, in the future if the financial situation changes he questioned whether the applicant might put in an underground parking or at least a basement for things like employee meeting rooms, laundry, storage, and maybe even the gym. Overall, he voiced support of the staff recommendation to the City Council and hopes the City will look for ways of increasing the public and private open space and landscaping throughout the City, particularly in the downtown.

Commissioner Anderson asked if there will be heat pumps for the project.

Rikesh Patel, Presidio Companies, stated they are not that far along in terms of determining the full HVAC package but said it will be consistent with an upscale brand.

Commissioner Anderson suggested looking into multi-head unit heat pumps where you can use the heat from one room to heat another room without the transfer of air. He asked staff if they know the striping of the northbound side of Livermore Avenue before the hotel.

Engineering Specialist Mike Pato said the striping to the south of the hotel is remaining the same. They have the crosswalk with beacon flashing that goes form the parking lot to Veterans Way. South of the crosswalk is one lane of northbound traffic with some parking. The transition is from the north side of that crosswalk where it becomes two lanes and reaches the two lanes at the Railroad Avenue intersection. The striping seen on this plan shows the transition of the striping moving out and modifying the median to compensate for the valet parking turnout. In general, the striping was trying to meet the existing configuration but it moved out a bit to compensate for the valet.

Commissioner Anderson stated he previously voted in favor of this hotel, thinks it was and still is a well-designed hotel, and thinks it will be a good fit for surrounding buildings. Per letters received regarding valet parking not being in the DSP, he clarified it is in Chapter 8, page 6 under Parking Strategy for the Downtown. Number 3 states “Promote valet parking operations in downtown. Downtown restaurants, the boutique hotel, and performing arts theater are excellent candidates for valet parking, As parking subsidies become more utilized, valet parking will become a more attractive option.” He also can make the findings that this hotel meets the parking requirements in the DSP.

Lastly, Commissioner Anderson thanked Mr. Patel and Presidio Companies for sticking with this and he spoke about how wonderful Livermore truly is and thinks this hotel has brought this community together.

Vice Chairperson Leary said he did not see the trash enclosure on the plan and he asked what the approval process is for this.

Planning Manager Stewart replied that the solid waste disposal facility has already been designed and approved at a staff level. It will be located on the small triangular parcel on the eastern side of the Bank Head in between the theater wall and where the ice cream and small bookstore are located. It is designed in brick to be compatible with the theater and downtown design standards and guidelines, and will have odor control, secure access, and will replace the temporary facility on the south side of the hotel site behind the bakery and First Street mixed use buildings.

Vice Chairperson Leary asked what is the timeline for the parking lot at 2080 Railroad Avenue in terms of construction and who will use 2080 Railroad first.

Mr. Stewart stated the City is already making improvements to that property to accommodate parking during construction of the projects in the Downtown Core Plan. The intention is to have the valet operational in advance of the hotel's opening and it will be open to the general public first and then the general public through valet after the hotel opens.

Vice Chairperson Leary noted the staff report states there will be a solar powered beacon at the crosswalk by Uncle Yu's and he asked and confirmed with Mr. Pato it will be a rapid flashing rectangular beacon.

Vice Chairperson Leary referred to architecture and said the Council approved the architecture for the downtown hotel in September 2018 and then previously, the Planning Commission approved the downtown hotel architecture in August 2018. The underground parking has changed since 2018 but he asked if the hotel architecture, the interior floor plans, the awnings, the windows, the stone, tile, plaster is all the same.

Ms. Pontau confirmed this is correct.

Vice Chairperson Leary referred to and asked staff to display the site plan showing Livermore Avenue and the striping condition in the front of the hotel. South Livermore Avenue is one lane all the way through from the post office going north past Peet's and then to Uncle Yu's as are much of First, Second and Third Streets. When developing final plans he suggested keeping the three lanes at Railroad but from the front door back he suggested just maintaining the one lane northbound. What that will do is help out with the weaving for the valet drivers trying to get over to the left turn lane.

Also, if the valet were made more of a single lane from the front door and going back towards the exit drive and have the bulb out there to protect the valet, this would create space between the valet area and the single lane to do the weaving to get over to the left turn pocket.

Vice Chairperson Leary referred to the exit drive and he thinks the driveway will conform to the City standard driveway detail which is ST-8 rather than having curb returns there. He referred to the back of the hotel, the row of ADA parking closest to the building on the east side, and asked to check the walkway widths which seem to be too narrow.

He then referred to valet parking which has been supported by Commissioners, the DSP and the applicability of the program. He looked further into the DSP to better understand the intent of the parking policies and recited the first paragraph of Chapter 8 under Parking. After his review of this, he recognized that the policy is to be taken from the point of view of the customer so customers will have easy access to businesses. Therefore, he can find that the onsite valet parking program at the hotel meets the goal for on-site parking as stated in the DSP.

Senior Assistant City Attorney Kim Cilley stated this afternoon the Commission received a letter from Mr. Winston Stromberg on behalf of Save Livermore Downtown. In response to the letter she provided three points:

1. Save Livermore Downtown states that the staff report does not cite language from the DSP that supports its position that valet parking is on-site parking. This statement is incorrect. The staff report on pages 12 and 13 specifically quote language from the DSP in support of its interpretation. The staff report explains why its interpretation furthers the purposes of the DSP and also explains that the policy reasons for limiting off-site parking to within the downtown core are not implicated when users bring their car directly to a site within the downtown core, leave their cars there and pick them up as part of a valet program.

2. The letter indicates that Save Livermore Downtown states that staff's only support for their interpretation is a mitigation measure in the DSP 2009 subsequent EIR which includes an example that valet operators may be able to add an additional 30 parked vehicles on the top floor of the Livermore Valley Center Garage. This statement is also incorrect.

   As stated previously, staff did support its interpretation of valet parking as on-site parking; however, the mitigation measure from the subsequent EIR only supports that the City has long-contemplated valet parking as a way to satisfy the DSP parking requirement. The example provided in the subsequent EIR is only that. It is only an example. It happens to involve valet cars being parked in the Livermore Valley Center Garage within the downtown core; however, nothing suggests that the City is limited to valet lots in the downtown core.

In fact, as many Commissioners have pointed out on page 6 of the DSP, it indicates that valet parking is not limited to the downtown core. If you look at the parking strategy which a couple of Commissioners have cited, it states one of the strategies is to "promote valet parking operations in downtown." It does not say in the downtown core but states "in downtown". Therefore, valet parking is encouraged in the downtown, which includes 2080 Railroad Avenue.

3. It is important to note that the applicant satisfies the DSP requirements in two separate and distinct ways. First, there has been a good deal of discussion on on-site parking. The second way is through off-site parking in new parking structures in the Livermore Valley Center Garage Expansion and the L Street Garage, both of which are in the downtown core. Each of those is a separate and independent basis for the applicant to satisfy the City's parking requirements.

Chairperson Dunbar stated this meeting is going faster than he would have expected, but he thinks the good reason for it is that the staff report is exceptional. He asked if the rooftop deck is public, and Ms. Pontau confirmed it is.

He suggested staff consider how they might handle things like this through requirements in the future, as there is nothing like this currently. He knows San Francisco has gone through this because the city has many open deck space given the way they develop now.

Mr. Stewart said the only similar downtown of that will be the Legacy Apartments which have a sky deck with swimming pool and outdoor use areas for their tenants but not for the public.

Chairperson Dunbar referred to the parking behind the unit and said it is public which means it can be used by anyone, which he appreciates, especially for the Bankhead and the fact it furthers the City's parking goals of allowing different users and different times when the hotel may not need it.

He then referred to the access road and asked if staff knows whether a left turn is allowed from the end of that road, or he asked if it has not yet been determined.

Mr. Pato said a left turn is currently available out of the parking lot. Staff will have to be in a wait-and-see safety standpoint if it works out. He thinks traffic conditions in general will dictate how often a left turn usage is made out of there. During major peak hours it will be more conducive to make a right turn out. Also, he noted there is public parking there but one of the primary reasons for that drive aisle is for circulation as part of the valet. There may be a few people going south but he thinks the primary turning movement will be heading north.

Chairperson Dunbar agreed and said this is something he is happy that staff will be reviewing. He said he agrees with Vice Chairperson Leary's comment about the crosswalk at that drive aisle. He thinks it needs to be prioritized for pedestrians and having it raised and level is the right call. He asked if staff could speak to the design of the crosswalk at the stop light at Livermore and Railroad Avenue. He asked if it is complete or he asked if additional work will be on-going.

Mr. Pato said currently all crosswalks in that intersection are being worked on as part of a CIP project for widening of Railroad Avenue. All improvements will be completed by the City prior to construction of the hotel, including moving the sidewalk on the south side on Railroad Avenue back about 4 to 5 feet to compensate for the elongated median to allow for more left turn access into the Livermore Valley Center Garage. There are utility relocations currently being done now and they are also working on items with the Livermore Valley Center Garage expansion and making sure all ADA ramps and crosswalks meet what is needed to be done. The City is about two-thirds through that design but when it is all done, it will be CASP certified and ADA compliant.

Chairperson Dunbar called out the Downtown Livermore Concept Plan Design Guidelines, page 3-19, 3-20 and 3-22 which specifically state that the south crosswalk of Livermore Avenue at Railroad should be enhanced for increased safety and crossing visibility, so if this can be tied into the hotel project in a low cost way, now is the time to do it.

Mr. Stewart agreed and staff will be looking at those design guidelines for the remainder of the project.

Chairperson Dunbar said with regards to the photometric plan conditions, the recommended condition by staff talks about the security ordinance of the Livermore Municipal Code. He found the ordinance just talks about the foot candles of one particular area. There are further guidelines for that in the DSP on page 6-88 and the General Plan Design Guidelines on page 119, section 5-F. He encouraged staff include this in the condition for a future motion if there is no objection by staff.

Mr. Stewart stated staff has no objection.

Chairperson Dunbar said Commissioner Branning brought up the bicycle parking requirement recommended condition and he also does not believe all of them will be used, but possibly some workers might consider using them. He was a little concerned with the idea that it would be dispersed, especially at the I Street Parking Facility which is farther away and defeats the purpose of bike parking and suggested having it directly in front of the place people want to go.

He was also not sure all 30 stalls would fit without getting in the way of café seating, but recommended to staff that some need to be near the entrance of the hotel, but instead of diverting some to the Livermore Valley Center Garage, he recommended some lockers in lieu of the Livermore Valley Center Garage bike parking because he did not think that would be highly used. He would look to staff to find the equivalent cost effectiveness for lockers or perhaps bike parking in a locked room in the building if there is space available for that. Therefore, he recommended the condition be modified for this.

Mr. Stewart said one of the recommended conditions is for the CDD staff and the applicant to look at the design location of those stalls and these comments provide direction for implementing that condition.

Chairperson Dunbar thanked the commissioners who were involved in the initial approval for doing all of the work, given there was a subcommittees and design details for work on the exterior facades of the buildings, which look fantastic. He said he can make all of the findings for this design review modification requested.

He said the goals for parking are designed with the perspective of the user in mind in making those findings and he agrees. The way he would say it is the plan requirements are interpreted in the context of the plan goals which talk about the customers' perspective of parking.

If the Commission was to accept what was proposed in the letter by Save Livermore Downtown, the plan goals would not be achieved by valet parking, as you would not be facilitating development to the degree you could and you would not be relieving the core area for higher turnover uses to the degree you could, and so to him, the common sense interpretation of the rules are as stated in the staff report which is valet parking on site is on site parking. It is in the context of the person using it on site. So, he can make all findings staff has compiled. He thinks the project will be a great development and it meets all regulations.

Commissioner Branning referred to dispersing bike parking and said in the golden triangle it can be tricky to find bike parking, so he was hoping that by putting it on some of the perimeter of this project, particularly towards the Bank Head would help alleviate that, given he finds himself locking his bike to a fence when in that area.

Chairperson Dunbar stated also Commissioner Leary talked about the drop-off zone being extended south. It looked like that was where a café may go in the future. Commissioner Leary emphasized he is supportive of staff working this out.

Commissioner Stein referred to the exit onto South Livermore Avenue and said there will be a drop-off point and fairly large trucks coming in and out. He thinks the radius there is important for those trucks and possibly for fire equipment. He asked not to make this too narrow and not to make the radii on the curb cuts too tight. He thanked staff and the applicant and believes all findings can be made necessary for this project.

MOTION BY ANDERSON, SECONDED BY BRANNING, TO 1) FIND THE PROJECT IS WITHIN THE SCOPE THE DOWNTOWN SPECIFIC PLAN 2009 SUBSEQUENT ENVIRONMENTAL IMPACT REPORT, THE 2004 DOWNTOWN SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT, AND THE PREVIOUSLY ADOPTED ADDENDUMS THERETO; 2) FIND THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO GUIDELINES SECTION 15332; AND 3) APPROVE DOWNTOWN DESIGN REVIEW MODIFICATION (DDRM) 22-001, SUBJECT TO CONDITIONS OF APPROVAL, WITH COMMISSIONER LEARY'S RECOMMENDATIONS FOR CROSSWALKS AND HIS ADDITIONAL RECOMMENDATIONS FOR BIKE PARKING STALLS, FOR THE CROSSWALKS, FOR THE PHOTOMETRIC PLANS, AND THE STAFF REOCMMENDATION TO CONSIDER HOW THE CITY DOES PUBLIC ACCESS FOR ROOFTOPS.

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

**4. ADJOURNMENT** – 7:58 p.m. to the next Regular Planning Commission meeting on June 7, 2022 via Zoom.

Minutes prepared by:
Lisa Harper Consulting

LIVERMORE
CALIFORNIA

**PLANNING COMMISSION STAFF REPORT** **ITEM NO. 3.1**

**DATE:** May 24, 2022

**TO:** Chairperson and Members of the Planning Commission

**FROM:** Steve Stewart, Planning Manager

**SUBJECT:** Hearing to consider amendments to plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue.

## RECOMMENDED ACTION

Staff recommends the Planning Commission recommend that City Council adopt the following resolutions:

1. finding the project is within the scope the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the previously adopted addendums thereto;
2. finding the project is exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332; and
3. approving Downtown Design Review Modification (DDRM) 22-001, subject to conditions of approval.

## SUMMARY

The Downtown Specific Plan (Specific Plan) identifies the Livermore Valley Center as a Catalyst Project that will stimulate private investment by providing a high-quality example of successful Downtown redevelopment. The Livermore Valley Center was planned to include a parking structure, a performing arts facility, a local theater, a boutique-style hotel, restaurants and retail centered around a park plaza.

The proposed Downtown Hotel will complete development of the Livermore Valley Center and set the stage for increasing the value and attraction of nearby properties that will stimulate new investment in Downtown Livermore. Together with the Bankhead Theater, Livermore Cinema, First Street/Railroad Avenue Commercial Projects, Bankhead Plaza, and Livermore, the hotel will contribute to successful Downtown revitalization.

The proposed hotel conforms to all applicable Downtown Specific Plan standards and is consistent with the Downtown Plan approved by City Council in 2018. The project is compatible with and complementary to surrounding uses. All of the required findings to approve a Downtown Design Review Modification

application can be made. Therefore, staff recommends the Planning Commission recommend the City Council approve this application.

**DISCUSSION**

BACKGROUND

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement (ENRA) with Presidio to establish procedures and standards for the negotiation of a Purchase and Sale Agreement for disposition and development of a downtown hotel. The City Council extended the ENRA with Presidio throughout the public engagement and plan development process for the new Downtown Plan. On February 26, 2018, the City Council adopted Resolution 2018-024 authorizing the execution of a Hotel Term Sheet with Presidio for the preparation of a Disposition and Development Agreement (DDA) for a downtown hotel.

On September 10, 2018, the City Council adopted Resolution 2018-154 approving Specific Plan Amendment 18-001 (the "September 2018 Amendments") to facilitate the phased implementation of the approved Downtown Plan and provisions to allow up to a four-story hotel. At the same meeting, the City Council adopted Resolutions 2018-155 and 2018-156 approving Downtown Design Review 18-015 and Disposition and Development Agreement 18-003, respectively, for a four-story, 133-room hotel on the southeast corner of Railroad and South Livermore Avenue.

On October 11, 2018, the City received a referendum petition entitled "Referendum Against Portions of a Resolution Passed by the City Council Resolution No. 2018-154" (hereinafter "Referendum"). The Referendum challenged three portions of the September 2018 Amendments, specifically the amendments to Chapter 5 (Development Standards –Core), Chapter 7 (Circulation and Transportation), and Chapter 8 (Parking Standards).

On November 26, 2018, the City Council adopted Resolution 2018-200 accepting certification by the City Clerk as to the sufficiency of signatures on the Referendum. The Council's successive adoption of Resolution 2018-201 repealed the Specific Plan Amendments listed in the referendum petition (Chapters 5,7 and 8) and confirmed that the remaining amendments to the Downtown Specific Plan approved by Resolution No. 2018-154 remain in effect.

Specifically, the Council's adoption of Resolution 2018-201 repealed the three challenged portions of the September 2018 Amendments, reverting the following chapters to the versions that existed before the September 2018 Amendments:

Chapter 5 – Development Standards – Core
Chapter 7 – Circulation and Transportation
Chapter 8 – Parking Standards

The Council's adoption of Resolution 2018-201 also confirmed that the September 2018 Amendments to the following chapters, not having been protested by the Referendum, remained effective, valid, and enforceable:

Chapter 1 – Orientation
Chapter 2 – Existing Conditions

Chapter 3 – Revitalization Strategy
Chapter 4 – Land Use and Development Policies
Chapter 10 – Implementation
Chapter 11 – Financing

The repeal of the September 2018 Amendments to Chapters 5, 7, and 8 necessitated several adjustments to the Downtown Plan. The adjustments included reduced building heights for the hotel and the L Street parking structure, requiring two-story buildings adjacent to Blacksmith Square, and an adjustment to the land use standards to accommodate additional surface parking. The remaining components of the Downtown Plan were consistent with the Specific Plan that existed before the September 2018 Amendments.

California Elections Code section 9241 provides that, until November 27, 2019 (one year from the repeal), the City could not readopt the same amendments to Chapters 5, 7, and 8 that were challenged by the Referendum. However, the City could consider amendments to the same chapters within the one-year repeal period, provided the amendments were different from the previous amendments and avoid the objections made to the previous amendments. On May 13, 2019, within the one-year time frame, the City Council readopted amendments to Specific Plan Chapters 5, 7, and 8, that were outside the Referendum's issues of concern, including provision of additional parking and the removal of a regional theater from the Downtown Specific Plan. Removal of the regional theater language was also included in the amendments to the Specific Plan that were not challenged.

On July 29, 2019, the City Council adopted Ordinance No. 2089 approving a Development Agreement with 2205 Railroad Avenue LLC for the Wine Country Hotel at the Bankhead Project (Development Agreement 19-001). The Development Agreement (DA) between the City of Livermore and Presidio Companies (doing business as 2205 Railroad Ave. LLC) was intended to provide certainty regarding land use standards for the development of a Wine Country Hotel at the Bankhead.

On August 28, 2019, a referendum petition protesting Ordinance No. 2089 was filed with the City Clerk's Office by the Friends of Livermore Committee. The referendum (Measure P) allowed voters to affirm or reject the DA. On March 3, 2020, Livermore voters passed Measure P by over a 2/3 majority vote in favor of the Development Agreement approved by the City Council on July 29, 2019, for the downtown hotel.

On May 11, 2020, the City Council readopted the Specific Plan Amendments to Chapters 5, 7, and 8 that were challenged by the 2018 Referendum, with the exception of the amendments related to the downtown hotel site at the southeast corner of Railroad Avenue and South Livermore Avenue. At the same meeting, City Council directed staff to return with another Specific Plan Amendment to reintroduce the hotel amendments.

On October 26, 2020, the City Council adopted Resolution 2020-179 approving another Downtown Specific Plan Amendment to reestablish the four-story height limit for the hotel and enable implementation of the approved downtown hotel consistent with the approved Downtown Plan.

The approved DDA included commencement of construction in June 2020 and opening of the hotel in December 2021. However, the failed effort to overturn the City Council's approval of the Development Agreement for the hotel and subsequent impacts on the hospitality industry from the COVID-19 pandemic caused a significant delay in the project.

On January 10, 2022, the City Council reviewed and approved an Amended and Restated Disposition, Development and Loan Agreement (DDLA) for the project. The DDLA established new terms of sale of the City-owned hotel site and terms for a loan to acquire an approximately 0.77-acre property to develop a parking facility. The DDLA also secures additional public benefits and improvements including contributing to the maintenance of Stockmen's Park, allowing public access to the hotel's roof-top deck, providing public valet parking, developing and operating a joint solid waste facility for the Livermore Valley Center, and constructing sidewalk and median improvements along South Livermore Avenue.

PROJECT DESCRIPTION

The project under consideration includes modifications to the Downtown Hotel site plan originally approved through Downtown Design Review 18-015 on September 10, 2018. The applicant (2205 Railroad Avenue, LLC but referenced throughout as its parent company "Presidio") is proposing to develop a 133-room hotel, with an approximately 3,300 square foot bar/lounge, a 1,500-2,000 square foot meeting space, rooftop deck, fitness center, outdoor pool, and an open courtyard and patio. Ten guest rooms will be located on the ground floor and consist of loft-style rooms with a mezzanine level. Per the terms of the DDLA, Presidio will develop a hotel with a quality that meets or exceeds the quality of Marriott AC, Marriott Autograph Collection, Hilton Canopy, and the Curio Collection by Hilton. Hotel quality will be subject to evaluation by a hotel consultant to confirm the proposed hotel meets or exceeds the quality of the above listed hotel brands.

The hotel building will be four stories in height and approximately 70,000 square feet in floor area. Building height will be approximately 55 feet to the building parapet, and approximately 63 feet at the highest point of the three tower elements located at the corner of Railroad Avenue and South Livermore Avenue, at the southeast corner of the building, and at the main entrance to the hotel at the midpoint of the South Livermore Avenue façade.

The project includes 25 public surface parking stalls that will be constructed between the hotel and the Bankhead Theater, including 13 ADA accessible stalls. The surface parking will be accessible via a new access road that connects Railroad Avenue and South Livermore Avenue along the south and east sides of the hotel building. A loading zone for passenger drop-off and deliveries will be located along the southern portion of the access road.

The project also includes 120 additional on-site parking spaces through a valet parking program. Valet parking will be available to hotel guests and the public through on-site pick up and drop-off of vehicles. The previously approved hotel plans included a public underground parking garage with 120-spaces. The underground garage is no longer feasible due to the increase in construction, operation, and maintenance costs over the course of the project construction delay. Presidio has acquired 2080 Railroad Avenue, formerly occupied by Valley Pool Center, and will construct a parking facility that will accommodate 120 vehicles for valet service. Based upon the terms of the DDLA, the valet program will provide publicly available parking for the City. Both hotel guests and the public will be able to utilize this parking.

If additional parking is required, the DDLA obligates the City to provide up to 30 parking spaces for valet use in other city parking facilities. The City will lease the 2080 Railroad property for public parking until the hotel opens.

Independent of the on-site parking, parking requirements are also satisfied by off-site public parking in the Livermore Valley Center Garage and its new expansion at the end of I Street, within the Downtown Core. It was always intended that businesses in the Livermore Valley Center would be able to use parking spaces in city garages north of Railroad Avenue. All other uses in the Livermore Valley Center (Bankhead Theater, Cinema, First Street/Railroad Avenue Mixed-Use Commercial) have used the public parking structures to meet the parking requirements set forth in the Specific Plan.

In addition to the new road, the project will modify the roadway along South Livermore Avenue, including an extended median, sidewalk improvements, and a new two-lane drop-off area in front of the hotel entrance. As part of the storm water treatment plans, bio-retention improvements and raised planters will be placed along the new access road and throughout the surface parking area.

PROJECT SITE CONTEXT

The project site is approximately 1.4 acres located on the southeast corner of Railroad Avenue and South Livermore Avenue. The site is currently owned by the City and contains surface parking and landscaping. The site was previously occupied by an automotive oil change facility, which was demolished to make way for the proposed hotel.

The Bankhead Theater is located directly to the east of the project site. Commercial and office uses are located to the south. Across Railroad Avenue to the north are the Livermore Valley Center Garage expansion and service commercial uses. Stockmen's Park and Blacksmith Square are located across South Livermore Avenue to the west.

The table below summarizes the General Plan land use designation, zoning classification, and existing uses on the project site and surrounding properties.

| | **General Plan Designation** | **Zoning** | **Existing Use** |
|---|---|---|---|
| North | Downtown Area (DA) | Downtown Specific Plan - Downtown Core, Subarea 2 | Commercial, Parking Garage |
| South | Downtown Area (DA) | Downtown Specific Plan - Downtown Core, Subarea 1 | Commercial |
| East | Downtown Area (DA) | Downtown Specific Plan - Downtown Core, Subarea 3, Sub-district B | Performing Arts Theater |
| West | Downtown Area (DA) | Downtown Specific Plan - Downtown Core, Subarea 4, Sub-districts A & B | Commercial, Public Park |
| Project Site | Downtown Area (DA) | Downtown Specific Plan - Downtown Core, Subarea 3, Sub-district A | Parking |

The Downtown Plan approved by Council will continue to change the site context to the west. The Downtown Plan includes an expansion of Blacksmith Square, SPARC black box theater, Quest Science Center, Eden's workforce housing, and a new parking garage.

STAFF ANALYSIS

General Plan

The project site is designated as Downtown Area in the General Plan. The Downtown Area designation is a general designation that applies to the area traditionally known as Downtown Livermore. The Downtown Area seeks to provide a unique, pedestrian-friendly shopping environment supported by higher-intensity residential development. The area supports a variety of mixed uses, including commercial, office, entertainment, lodging, and residential, which are implemented through the Downtown Specific Plan. The proposal to redevelop the project site with a hotel is consistent with the land use designation and General Plan goals for the Downtown Area.

Zoning and Downtown Specific Plan

The project site is located in the Downtown Core, Subarea 3, Sub-district A area of the Downtown Specific Plan. The purpose of the Downtown Core is to revitalize the City's historic core area as the center of Livermore. The intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it. To support this objective, the Downtown Core permits a variety of specialty retail, restaurant, and residential uses and is intended to be the most densely developed part of the City. A boutique hotel with accessory uses, such as a spa, restaurant, bar, meeting facilities, and limited retail and personal service uses, is a permitted use in Subarea 3, Sub-district A of the Downtown Core. As set forth above, the Project directly furthers numerous elements of the General Plan, Downtown Specific Plan, and zoning. Weighing and balancing the policies of the applicable plans, and construing those policies in light of the plans' purposes, the Project will further the objectives, policies, and general land uses and programs specified in the applicable plans.

Existing Uses

The proposed hotel is within walking distance of nearby restaurants, retail shops, the Bankhead Theater, Livermore Cinema, and other commercial uses. Furthermore, Stockmen's Park and the future cultural facilities that are planned for directly across South Livermore Avenue will complement the proposed hotel use. The proposed hotel will provide a commercial use that will complement existing uses and strategically enhance activity at this prominent Downtown corner.

Development Standards

The Downtown Specific Plan includes development standards and design standards and guidelines. The following table summarizes the major development standards of Downtown Core, Subarea 3, Sub-district A of the Downtown Specific Plan and the proposed project.

| **Standard** | **Required** | **Proposed** | **Analysis** |
|---|---|---|---|
| Minimum Height | 2 floors, 20 feet | 4 floors, 54 feet 6 inches | Complies |

| | | | |
|---|---|---|---|
| Maximum Height | 4 floors, 55 feet. Uninhabited towers and other rooftop structures may exceed the height limit by 10 feet. | The primary building height is 54 feet, 6 inches. The project has three towers that are 63 feet tall. The towers are located at the two prominent corners of the building and in the middle of the façade facing S. Livermore Ave., which highlights the main entrance to the building. | Complies |
| Setback - Street Frontage | Minimum 70% of the building frontage must be built to the property line. Up to 30% may be recessed for entryways, courtyards, and similar features. At corner parcels, the setback requirements apply to both frontages. | The building is built to the property line on both the S. Livermore Ave. and Railroad Ave. frontages, with the exception of minor recesses at entryways and patios. | Complies |
| Setback - Sides | Minimum 0 feet, maximum 10 feet, except for driveways and pedestrian pathways. | The setback on south side of the building contains the driveway of the new access road and the sidewalk. The north side of the building is a street frontage that complies with the standard. | Complies |
| Setback - Rear | There are no rear setback requirements in the Core. | N/A | Complies |
| Setback - Surface parking lots | Minimum 5 feet | The surface parking area adjacent to the east property line is set back approximately 8 feet. | Complies |

Site Design

The proposed site plan orients the building to the property lines along Railroad Avenue and South Livermore Avenue. The main entrance to the hotel lobby is at the midpoint along the South Livermore Avenue façade. A dual drop-off lane will be constructed in front of the entrance for hotel guests. A second entryway with access to the bar/lounge is located on the southeast corner of the building at the intersection of South Livermore Avenue and the new access road. The hotel pool, courtyard, and outdoor patio are located behind the building. This orientation creates a strong street presence that signals arrival into the Downtown Core.

The new access road connects Railroad Avenue to South Livermore Avenue along the east and south sides of the property. The surface parking and a loading zone are accessed along this road. Bio-retention features and landscaping elements are located along the new road.

The site plan does not provide information on site lighting. Staff recommends the following condition regarding site lighting:

- *Recommended Condition*: Provide a photometric plan for review and approval by the Community Development Department that shows lighting will minimize off-site glare and meet the illumination requirements of the Security Ordinance (Livermore Municipal Code, Chapter 15.18).

Staff supports the proposed site plan, subject to the noted condition of approval.

Parking

The Livermore Development Code (Development Code) requires hotel parking at a rate of one space per guest room, plus one space per 10 guest rooms. The Project requires 147 spaces.

The applicant satisfies the requirements for parking in the Development Code and the Specific Plan through a combination of on-site surface parking and a valet service provided on-site. This includes 25 spaces of surface parking, including 13 ADA spaces, 120 spaces in the valet parking lot on 2080 Railroad Avenue, and up to 30 valet parking spaces in the Livermore Valley Center Garage. Valet drop-off and pick-up will occur on the hotel site.

Independent of the on-site parking, the parking requirements are also satisfied by off-site parking in the Livermore Valley Center Garage expansion and new L Street Garage, within the Downtown Core, in accordance with the Specific Plan. The City provided parking for the existing properties in the Livermore Valley Center, often referred to as the "Golden Triangle," including the Bankhead Theater, Plaza, Livermore Cinema, and First Street/Railroad Avenue commercial buildings, by constructing the original Livermore Valley Center Garage. The Specific Plan, the environmental documents prepared for the Specific Plan, and the entitlement approvals for the Livermore Valley Center projects contemplated that the Livermore Valley Center Garage and other new public parking structures would provide parking for the Livermore Valley Center properties, and other Catalyst Project development, including the hotel and Regional Performing Arts Theater. The Downtown Hotel is a property within the Livermore Valley Center, and therefore is entitled to use parking spaces in the new off-site public parking structures within the Downtown Core, consistent with the parking allocations provided to the other Livermore Valley Center projects. This off-site parking within the Downtown Core would also be sufficient to satisfy the requirements of the Downtown Specific Plan.

On January 20, 2022, the City received a letter from an attorney on behalf of Save Livermore Downtown alleging the hotel project is inconsistent with the Specific Plan because it included off-site parking for the hotel outside of the Downtown Core (Attachment 5). Chapter 8, Parking Standards, of the Downtown Specific Plan states as follows:

*"In the Downtown Core plan area, new surface lots are required to remain open for non-exclusive use; private surface parking lots are not permitted. New parking structures in the Downtown Core may be reserved for private use. Required parking shall be provided on-site, by payment of an in-lieu fee, off-site within the Downtown Core, or any combination thereof." (DSP Chapter 8, Page 7 of 10)*

Chapter 8 of the Specific Plan provides the Parking Strategy for the Downtown including the following strategy:

*"Promote valet parking operations in downtown. Downtown restaurants, the boutique hotel, and the performing arts theater are excellent candidates for valet parking. As parking supplies become more utilized, valet parking will become a more attractive option. Valet operators can enter into agreements with businesses to use their privately owned parking and can accommodate approximately 10% more vehicles (depending on the size of the facility) than a self-parked facility." (DSP Chapter 8, Page 6 of 10)*

Consistent with the Specific Plan, the required parking for the hotel will be provided on-site through 25 surface parking spaces and a valet service with on-site drop off and pick up that will provide 120 additional spaces.

The Specific Plan promotes the use of valet services and identifies the boutique hotel and performing arts theater as excellent candidates for valet parking. The 2009 Subsequent Environmental Impact Report for Specific Plan Amendments and the Regional Performing Arts Theater includes Mitigation Measure TRANS-10c that promotes valet parking operations in Downtown and adds an example that valet operators may be able to add an additional 30 parked vehicles on the top floor of the Livermore Valley Center garage. The 2014 Downtown Parking Management Study includes a strategy for the City to encourage downtown businesses to initiate a privately-operated valet parking program during peak periods of demand to improve parking availability in downtown and address future changes in parking supply and demand.

The 2080 Railroad Avenue site is not contemplated as an off-site parking option for the Project; it is proposed for the use of the on-site valet parking program, which will provide vehicle drop off and pick up at the hotel site. As the City has consistently interpreted its Specific Plan and Development Code, valet parking is a type of on-site parking for purposes of the Specific Plan, and any contrary interpretation would frustrate the purposes of the plan which clearly contemplate valet parking programs like the one proposed in this Project. The policy purpose of limiting *off-site* parking options to areas within the Downtown Core is to ensure that visitors are not required to walk long distances from the place they leave their cars to visit businesses in the Downtown Core. If users bring their cars directly to the site, this concern is not implicated, and it would be contrary to the purposes of the Specific Plan and Development Code to consider this type of valet service to be a type of "off-site" parking.

Independent of the surface parking on-site and on-site valet program provided by the hotel developer, the hotel project, like the other uses in the Livermore Valley Center, is entitled to use parking spaces in the new parking structures in the Downtown Core, including the Livermore Valley Center Garage expansion and the L Street Garage, in order to meet the City's parking requirements. As a result, the City's parking requirements are satisfied by on-site parking alone, and are additionally satisfied through off-site parking in the Downtown Core.

The site plan does not provide information on bicycle parking. According to the Development Code, the project requires 30 bicycle-parking stalls. Staff recommends the following condition regarding bicycle parking.

- *Recommended Condition*: The design and location of 30 bicycle parking stalls are subject to review and approval by the Community Development Department prior to submittal for building permits. The stalls may be dispersed among the new access road and I Street parking facility.

Staff supports the proposed parking plan, subject to the noted condition of approval.

Infrastructure and Services

The new access road will provide one-way entry onto the site from Railroad Avenue and one-way egress from the site onto South Livermore Avenue. Additionally, the southern portion of the access road will have a 10-foot wide loading zone for pedestrian and delivery drop off to the hotel and the adjacent

businesses.

The project includes roadway improvements along South Livermore Avenue to create a dual drop-off zone in front of the proposed hotel lobby. The drop-off zone will consist of a minimum eight foot wide sidewalk in the front of the lobby, a nine foot wide drop-off lane adjacent to the sidewalk, an eight foot wide drop-off lane, and a two foot wide striped buffer separating the travel lanes from the drop-off lanes. The two existing northbound travel lanes would be rerouted around the new drop-off lanes. The project will also install a solar-powered pedestrian flashing beacon at the existing crosswalk just south of the hotel exit driveway. The South Livermore Avenue roadway improvements are detailed starting on Sheet C11.0 in Attachment 4.

The project will utilize a new joint solid waste facility that will be developed on the east side of the Bankhead Theater to serve the Livermore Valley Center. This facility will replace the temporary enclosure that currently exists to the south of the project site. The applicant will design and construct this facility prior to removal of the existing structure and construction of the hotel.

Architecture and Design

The architecture is the same design and style approved by the City Council in 2018. It incorporates classic design influences typical of Italianate architecture and includes design features that complement other traditional building styles in Downtown Livermore. The building's distinguishing features include projecting eaves with corbels, prominent cornices, balconies with decorative railing, and tall first-floor storefront windows topped with transom windows. Other design details include trellises, fabric awnings, and ornamental metal railings. Attachment 4 includes the elevations and renderings that illustrate the building's key features. Plan sheet 8 includes architectural details for the building features.

- **Orientation** - The proposed building is aligned with the street frontages on Railroad Avenue and South Livermore Avenue to reinforce the public street network. The building maintains quality architectural articulation and finishes around all visible sides of the building.
- **Massing** - The massing of the buildings is broken down into segments using façade protrusions, roof articulation, material changes, and a defined base. Horizontally, the façades are architecturally subdivided into increments, both at the ground floor and at the upper stories. The segments combine wall plane changes as well as changes in colors and materials. Vertically, the building has a three-part composition where the first and second floors form the base, the floors above the base form the main body of the building, and the prominent cornice caps the façade composition.
- **Corners and Prominent Intersections** - The northwest corner of the building at the intersection of South Livermore Avenue and Railroad Avenue and the southwest corner of the building at the intersection of South Livermore Avenue and the new access road have prominent architectural treatments that anchor the street intersections and denote the importance of the location and building. Both corners feature a two-story rounded stone base, large decorative balconies, distinctive red awnings, and towers topped by projecting eaves with corbels.
- **Main Entrances** - The building's main entrances contribute to the public and pedestrian realm, and are prominent and easy to identify. The main entrance to the hotel lobby is located at the midpoint of the façade along South Livermore Avenue. It is marked by a prominent red canopy above the doorway, red awnings on upper floors, and a tall roof tower element with projecting eaves supported by corbels. The main entrance to the hotel bar/lounge is located at the prominent

southwest corner discussed in the previous section.

- **Secondary Entrances** - Entries at the rear of the building are visible and easy to find, but visually secondary to the main entrances. They are enhanced with elements that are consistent with the character of the building, such as awnings or transom windows.
- **Loading and Services Entrances** - The service entries are located to the rear of the building and do not face primary streets. The service doors on the east façade are integrated into the architectural composition of the larger building façade design, maintaining a high-quality appearance.
- **Windows** - The building incorporates a variety of window sizes and styles that are well proportioned and appropriate to the architecture. Consistent with the Specific Plan, the project insets windows from the exterior walls by approximately four inches (see detail on Sheet 8, Attachment 4). The ground-floor features large windows on South Livermore Avenue and Railroad Avenue that evoke the storefront pattern that exists in the Downtown Core, and contribute to a visually interesting and appealing pedestrian experience along the building frontage. Transom windows above the ground-floor storefront windows also suggest the historic commercial character of Downtown.
- **Colors and Materials** - The Specific Plan calls for colors that are light in color and tone, in keeping with the character of Downtown Livermore. Accent colors may be more saturated in color and used to highlight special features. The primary building materials for the proposed project are cultured stone veneer, stone veneer tile, and cement plaster in tan and beige. The awnings that signify the prominent corners and entries are terracotta-colored canvas. The building incorporates a variety of complementary colors and textures to provide visual interest.

Based on this analysis, staff concludes that the proposed building architecture and design are consistent with applicable Design Standards and Guidelines.

Landscape Design and Stormwater Management

The project as proposed will retain four existing trees and add 25 new trees. The proposed plant palette includes six different species of new trees, including flame ash, Wilson olive, sawleaf zelkova, armstrong maple, palo verde, and purple smoke tree. The landscape plan shows the new trees will be augmented by a wide variety of shrubs and groundcover. A decorative trellis with climbing vines will provide shade over the parking spaces along the west wall of the Bankhead Theater. Bio-retention swales and raised bio-retention planters will capture storm water runoff from the hotel.

Staff recommends the conditions below in order to provide additional shade, soften the appearance of the Bankhead Theater wall, and show consistency with the Downtown Livermore Concept Plan Landscape Design Standards.

- *Recommended Condition*: The applicant shall replace the proposed flame ash street trees with a deciduous species recommended in the Downtown Livermore Concept Plan Landscape Design Standards.
- *Recommended Condition*: The applicant shall work with City staff to determine the location and species of additional trees among the ADA parking along the west Bankhead Theater wall. These trees will further soften the appearance of the wall and provide additional shade for the parking area.
- *Recommended Condition*: The applicant shall work with City staff to add trees to the South Livermore Avenue median that are consistent with the Downtown Livermore Concept Plan

Landscape Design Standards.

- *Recommended Condition*: New concrete design shall be consistent with the Downtown Livermore Concept Plan Landscape Design Standards.

The landscaping will provide color and plant material that will complement the buildings. The landscape plan also includes preliminary calculations that indicate the project will conform to the Water Efficient Landscape Ordinance. Staff supports the proposed landscape plan, subject to the noted conditions.

Public Art

The applicant is proposing to install public art on the property rather than pay the in-lieu fee. A concept for the art is still in development and will be approved by the Arts Commission prior to issuance of a building permit. The Municipal Code requires installation of the public art before the City issues a Certificate of Occupancy.

Findings

All of the findings required for approving a Downtown Design Review can be made (see attached Resolution).

ENVIRONMENTAL DETERMINATION

The hotel project was included in the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR"), the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR"), and the addendums thereto that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178. As stated in those addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR and no new information of substantial importance relating to the project has become available. None of the changes to the approved Downtown Design Review Modification application affect the fact that the Project remains fully consistent with the scope of the analysis in the 2004 Final EIR and 2009 Subsequent EIR and the addendums thereto.

The project is also categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332 (in-fill development projects).

**ATTACHMENTS**

1. Location Map
2. Hotel Conditions
3. Engineering Considerations
4. Hotel Development Plans
5. Save Livermore Downtown Letter
6. Resolution - CEQA Notice of Determination (NOD)
7. Resolution - CEQA Notice of Exemption (NOE)
8. Resolution - Project

Prepared by: Tricia Pontau
Associate Planner

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

**A RESOLUTION FINDING THE ENVIRONMENTAL IMPACTS OF THE DOWNTOWN HOTEL ARE WITHIN THE SCOPE OF THE DOWNTOWN SPECIFIC PLAN 2009 SUBSEQUENT ENVIRONMENTAL IMPACT REPORT, THE 2004 DOWNTOWN SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT, AND THE ADDENDUMS THERETO**

**Downtown Design Review Modification (DDRM) 22-001**

In 2004, the City of Livermore ("the City") certified the Downtown Specific Plan Final Environmental Impact Report (State Clearing House No. 2003032038). In 2009, the City certified the Downtown Specific Plan Subsequent Environmental Impact Report (State Clearing House No. 2008092085).

On January 29, 2018, the City Council approved the Downtown Plan, which included a boutique hotel at the southeast corner of Railroad Avenue and South Livermore Avenue.

The City prepared addendums to the Downtown Specific Plan Environmental Impact Report, adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, for Downtown Specific Plan Amendments to implement the Downtown Plan.

On September 10, 2018, the City Council adopted Resolutions 2018-155 and 2018-156 approving Downtown Design Review 18-015 and Disposition and Development Agreement 18-003, respectively, for a four-story, 133-room hotel on the southeast corner of Railroad and South Livermore Avenue.

Developer applied for Downtown Design Review Modification (DDRM) 22-001 for amendments to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site. ("Project").

On May 24, 2022, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendation, heard public testimony, made the necessary findings, and adopted Planning Commission Resolution No. 09-22 recommending the City Council find the environmental impacts of the Downtown Hotel were analyzed by, and are consistent with, the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the addendums thereto.

On June 13, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore, has considered the findings made in Planning Commission Resolution No. 09-22, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council finds the environmental impacts of the Downtown Hotel are within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the addendums thereto in accordance with the California Environmental Quality Act ("CEQA").

1. Findings. The Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR") and the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR") analyzed the impacts of up to 300 rooms of lodging in the Downtown Specific Plan area, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project is located within the Livermore Valley Center catalyst site. The September 10, 2018, addendum analyzed a 135-room, four-story boutique hotel with an underground parking garage. The May 13, 2019, addendum analyzed a 125 to 135-room, three-story boutique hotel with valet parking. The October 26, 2020, addendum analyzed a 125 to 135-room, four-story boutique hotel with valet parking. Because the impacts of the boutique hotel have been adequately analyzed by the addendums to the 2009 Subsequent EIR and the 2004 Final EIR, no additional environmental review is required.

2. Findings. No substantial project changes are proposed which would require major revisions to the 2004 Final EIR, 2009 Subsequent EIR, or addendums. The EIRs analyzed up to 300 rooms of lodging in the DSP, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project site is located within the Livermore Valley Center catalyst site and is designated as Subarea 3 – Sub-district A in the Downtown Core. The Project is consistent with the hotel use allowed in Subarea 3 – Sub-district A, as analyzed in the addendums, and is consistent with applicable development standards including, heigh, setbacks, and parking. There were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR, 2009 Subsequent EIR, or addendums. The previous automotive service building has been removed and the site has since been used as surface parking. The site context remains heavily urbanized in the City's core, precisely

as analyzed in the Specific Plan's certified EIR. There is no new information of substantial importance that would result in more severe impacts or require modifications to the existing mitigation measures.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Determination with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kimberly D. Cilley*
Kimberly D. Cilley
Senior Assistant City Attorney

Exhibit A – Planning Commission Resolution No. 09-22

# IN THE PLANNING COMMISSION
# OF THE CITY OF LIVERMORE
# STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING A FINDING THAT THE PROJECT IS WITHIN THE SCOPE OF THE DOWTOWN SPECIFIC PLAN 2009 SUBSEQUENT ENVIRONMENTAL IMPACT REPORT, THE 2004 DOWNTOWN SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT, AND THE ADDENDUMS THERETO

Downtown Design Review Modification (DDRM) 22-001

Hearing to consider amendments to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

Location: 2205 Railroad Avenue (APN 098 040703300)

The City received an application from 2205 Railroad Avenue, LLC for Downtown Design Review Modification (DDRM) 22-001 ("Project") to authorize amendments to plans for a previously approved entitlement, Downtown Design Review (DDR) 18-015, for the hotel component of the Downtown Plan approved by the City Council on January 29, 2018.

At its duly noticed meeting on May 24, 2022, the Planning Commission considered in public hearings the proposals, staff recommendations, public testimony, and findings.

NOW, THEREFORE, with respect to the California Environmental Quality Act (CEQA), the Planning Commission finds based upon the information presented that:

The Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR") and the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR") analyzed the impacts of up to 300 rooms of lodging in the Downtown Specific Plan area, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project is located within the Livermore Valley Center catalyst site.

The September 10, 2018, addendum analyzed a 135-room, four-story boutique hotel with an underground parking garage. The May 13, 2019, addendum analyzed a 125 to 135-room, three-story boutique hotel with valet parking. The October 26, 2020, addendum analyzed a 125 to 135-room, four-story boutique hotel with valet parking.

Because the impacts of the boutique hotel have been adequately analyzed by the addendums to the 2009 Subsequent EIR and the 2004 Final EIR, no additional environmental review is required.

No events described in CEQA Guidelines Section 15162 have occurred. The addendums to the Downtown Specific Plan 2009 Subsequent EIR and the 2004 Final EIR that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019, by Resolution 2019-064, and October 26, 2020, by Resolution 2020-178, adequately cover the project and no subsequent or supplemental EIR is required.

1. Findings. No substantial project changes are proposed which would require major revisions to the 2004 Final EIR, 2009 Subsequent EIR, or addendums. The EIRs analyzed up to 300 rooms of lodging in the DSP, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project site is located within the Livermore Valley Center catalyst site and is designated as Subarea 3 – Sub-district A in the Downtown Core. The Project is consistent with the hotel use allowed in Subarea 3 – Sub-district A, as analyzed in the addendums, and is consistent with applicable development standards including, heigh, setbacks, and parking.

2. Findings. There were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR, 2009 Subsequent EIR, or addendums. The previous automotive service building has been removed and the site has since been used as surface parking. The site context remains heavily urbanized in the City's core, precisely as analyzed in the Specific Plan's certified EIR.

3. Findings. There is no new information of substantial importance that would result in more severe impacts or require modifications to the existing mitigation measures.

NOW, THEREFORE, BE IT RESOLVED that the Livermore Planning Commission, based on the above findings, and the findings of staff in the accompanying staff report incorporated by reference, which are necessary to protect the public health, safety, and general welfare, recommends the City Council find the project is within the scope of the 2009 Subsequent EIR, the 2004 Final EIR, and the 2018, 2019, and 2020 addendums, and no subsequent or supplemental EIR is required under California Environmental Quality Act (CEQA) Guidelines Section 15162.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct staff to file a Notice of Determination if the

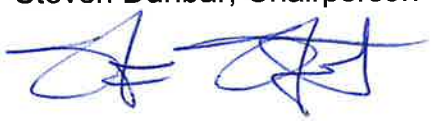
Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Anderson, seconded by Commissioner Branning, the foregoing Resolution was adopted at the Planning Commission meeting of May 24, 2022, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Steven Dunbar, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

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

**A RESOLUTION FINDING THAT THE DOWNTOWN HOTEL IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**(Downtown Design Review Modification (DDRM) 22-001)**

The City received applications for Downtown Design Review Modification (DDRM) 22-001 for amendments to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site ("Project").

On May 24, 2022, at a duly noticed public hearing, the Planning Commission considered the Project, made the necessary findings, and adopted Planning Commission Resolution No. 10-22 recommending the City Council find the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA").

On June 13, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore, has considered the findings made in Planning Commission Resolution No. 10-22, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Project is categorically exempt from CEQA in accordance with CEQA Guidelines Sections: 15332, infill projects.

Section: 15332 exempts infill projects where:

1. The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as applicable zoning designation and regulations.

Findings. The project site is designated as Downtown Area (DA) in the General Plan. The Downtown Area designation is a general designation that applies to the area traditionally known as Downtown Livermore. The area supports a variety of mixed uses, including commercial, office, entertainment, lodging, and residential, which are implemented through the Downtown Specific Plan. The proposed hotel is consistent with the land use designation and General Plan goals for the Downtown Area. The project also implements General Plan objectives and policies in the Economic Development Element that call for supporting wine country amenities, including full-service hotels in the Downtown.

The project site is located in the Downtown Core area of the Downtown Specific Plan (DSP). The purpose of the Downtown Core is to revitalize the City's historic core area as the center of Livermore. The intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it. To support this objective, the Downtown Core permits a variety of specialty retail, restaurant, and residential uses and is intended to be the most densely developed part of the city. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. Within the Downtown Core, the project site is located in Subarea 3, Sub-district A. A boutique hotel with accessory uses, such as a spa, restaurant, bar, meeting facilities, and limited retail and personal service uses, is a permitted use in this Sub-district. The project also conforms to the applicable Downtown Core development standards, such as height and setbacks, and is consistent with the DSP Design Standards and Guidelines for commercial buildings. The architectural quality of the structure and site plan reflect the intent of the DSP to create a high quality and active urban fabric in Downtown Livermore. Therefore, the proposed hotel project is consistent with the land use standards and revitalization strategy in the DSP.

2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Findings: The project site is approximately 1.4 acres in the most densely urbanized area of Downtown Livermore. The site was previously occupied by an automotive oil change facility, which was demolished to make way for the proposed hotel, and is surrounded by commercial, parking, cultural, and public park uses.

3. The project site has no value as habitat for endangered, rare, or threatened species.

Findings: The site is completely urbanized, graded, and currently contains surface parking and landscaping. Therefore, it has no value as habitat for endangered, rare, or threatened species.

4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Findings: The hotel project is within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR"), the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR"), and the addendums thereto that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178. The EIRs analyzed up to 300 rooms of lodging in the DSP, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project site is located within the Livermore Valley Center catalyst site and is designated as Subarea 3 – Sub-district A in the Downtown Core, which allows a boutique hotel with accessory uses as a permitted use. The September 10, 2018, addendum analyzed a 135-room, four-story boutique hotel with an underground parking garage. The May 13, 2019, addendum analyzed a 125 to 135-room, three-story boutique hotel with valet parking. The October 26, 2020, addendum analyzed a 125 to 135-room, four-story boutique hotel with valet parking. The Project includes a 133-room, four-story hotel with valet parking, consistent with the hotel use allowed in Subarea 3 – Sub-district A, as analyzed in the addendums. The Project is also consistent with applicable development standards including, height, setbacks, and parking. There were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR and no new information of substantial importance relating to the project has become available. The project is subject to the applicable mitigation measures and will not result in any significant effects relating to traffic, noise, air quality, or water quality.

5. The site can be adequately served by all required utilities and public services.

Findings: Given its existing urbanized nature, the site is currently served by all required public utilities and services, including water, sewer, storm drain, telecommunications, electricity, police, fire, and medical services. The project is consistent with the Specific Plan's and EIR's anticipated development intensity, and therefore existing services have sufficient capacity to accommodate the incremental increase in demand.

Exceptions - Section 15300.2

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. Location. The project site is not located within a sensitive area. The site has not been designated a wetland by the CA Natural Resources Agency and, although the property is located within a liquefaction zone according to the CA Department of Conservation, it is not located on any faults or within any Alquist-Priolo earthquake fault zones. It is not located in a California Department of Forestry and Fire Protection 'Very High Fire Hazard Severity Zone' for a local responsibility area nor in a 'Fire Hazard Severity Zone' in a state responsibility area. The site is not located within a Flood Hazard Area identified by the Federal Emergency Management Agency.

2. Cumulative Impact. The approval does not involve "successive projects of the same type in the same place over time." The project will not result in any cumulative impacts and is consistent with, and analyzed by, the Downtown Specific Plan and 2009 Subsequent EIR (SCH: 2008092085), and the 2004 Final Environmental Impact Report (SCH: 2003032038) as dicsussed above which together analyze any significant cumulative impact of the project along with other reasonably foreseeable projects.

3. Significant Effects. There is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The project is conditioned to comply with all mitigation measures established in the EIRs and addendums described above. The Project has no pertinent features that are unusual for projects in the Class 32 exemption category. As noted, the Project is fully consistent with the surrounding zoning and land uses and specifically anticipated in the Downtown Specific Plan as a planned infill land use.

4. Scenic Highways. The project site is not located along any of the scenic routes identified in Livermore's General Plan nor identified as a Scenic Highway by the CA Department of Transportation. No damage to scenic resources will occur.

5. Hazardous Waste Sites. The project site is not included on the list of hazardous waste facilities compiled pursuant to California Government Code section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code identified by DTSC.

6. Historical Resources. No substantial adverse change will occur to the significance of any historical resource. The project site does not contain any

resource listed in Livermore's 2021 Historic Resources Inventory, the State Register of Historic Places, or the National Register of Historic Places.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

*/s/ Kimberly D. Cilley*
Kimberly D. Cilley
Senior Assistant City Attorney

Exhibit A – Planning Commission Resolution No. 10-22

# IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING A FINDING THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Downtown Design Review Modification (DDRM) 22-001

Hearing to consider amendments to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

Location: 2205 Railroad Avenue (APN 098 040703300)

The City received an application from 2205 Railroad Avenue, LLC for Downtown Design Review Modification (DDRM) 22-001 to authorize amendments to plans for a previously approved entitlement, Downtown Design Review (DDR) 18-015, for the hotel component of the Downtown Plan approved by the City Council on January 29, 2018.

At its duly noticed meeting on May 24, 2022, the Planning Commission considered in public hearings the proposals, staff recommendations, public testimony, and findings.

NOW, THEREFORE, with respect to the California Environmental Quality Act (CEQA), the Planning Commission finds based upon the information presented that the proposed project is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections; 15332, infill projects.

Section 15332 exempts infill projects where:

1. The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as applicable zoning designation and regulations.

   Findings: The project site is designated as Downtown Area (DA) in the General Plan. The Downtown Area designation is a general designation that applies to the area traditionally known as Downtown Livermore. The area supports a variety of mixed uses, including commercial, office, entertainment, lodging, and residential, which are implemented through the Downtown Specific Plan. The proposed hotel is consistent with the land use designation and General Plan

goals for the Downtown Area. The project also implements General Plan objectives and policies in the Economic Development Element that call for supporting wine country amenities, including full-service hotels in the Downtown.

The project site is located in the Downtown Core area of the Downtown Specific Plan (DSP). The purpose of the Downtown Core is to revitalize the City's historic core area as the center of Livermore. The intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it. To support this objective, the Downtown Core permits a variety of specialty retail, restaurant, and residential uses and is intended to be the most densely developed part of the city. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. Within the Downtown Core, the project site is located in Subarea 3, Sub-district A. A boutique hotel with accessory uses, such as a spa, restaurant, bar, meeting facilities, and limited retail and personal service uses, is a permitted use in this Sub-district. The project also conforms to the applicable Downtown Core development standards, such as height and setbacks, and is consistent with the DSP Design Standards and Guidelines for commercial buildings. The architectural quality of the structure and site plan reflect the intent of the DSP to create a high quality and active urban fabric in Downtown Livermore. Therefore, the proposed hotel project is consistent with the land use standards and revitalization strategy in the DSP.

2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

   Findings: The project site is approximately 1.4 acres in the most densely urbanized area of Downtown Livermore. The site was previously occupied by an automotive oil change facility, which was demolished to make way for the proposed hotel, and is surrounded by commercial, parking, cultural, and public park uses.

3. The project site has no value as habitat for endangered, rare, or threatened species.

   Findings: The site is completely urbanized, graded, and currently contains surface parking and landscaping. Therefore, it has no value as habitat for endangered, rare, or threatened species.

4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

   Findings: The hotel project was included in the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR"),

the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR"), and the addendums thereto that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178. The EIRs analyzed up to 300 rooms of lodging in the DSP, none of which have been developed. The implementation strategy established in the DSP identifies a hotel as a component of the Livermore Valley Center catalyst site. The Project site is located within the Livermore Valley Center catalyst site and is designated as Subarea 3 – Sub-district A in the Downtown Core, which allows a boutique hotel with accessory uses as a permitted use. The September 10, 2018, addendum analyzed a 135-room, four-story boutique hotel with an underground parking garage. The May 13, 2019, addendum analyzed a 125 to 135-room, three-story boutique hotel with valet parking. The October 26, 2020, addendum analyzed a 125 to 135-room, four-story boutique hotel with valet parking. The Project includes a 133-room, four-story hotel with valet parking, consistent with the hotel use allowed in Subarea 3 – Sub-district A, as analyzed in the addendums. The Project is also consistent with applicable development standards including, height, setbacks, and parking. There were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR and no new information of substantial importance relating to the project has become available. The project is subject to the applicable mitigation measures in the addendums and will not result in any significant effects relating to traffic, noise, air quality, or water quality.

5. The site can be adequately served by all required utilities and public services.

   Findings: Given its existing urbanized nature, the site is currently served by all required public utilities and services, including water, sewer, storm drain, telecommunications, electricity, police, fire, and medical services. The project is consistent with the Specific Plan's and EIR's anticipated development intensity, and therefore existing services have sufficient capacity to accommodate the incremental increase in demand.

None of the exceptions listed in CEQA Guidelines Section 15300.2 apply, as described below. Therefore, the proposed exemption applies to the project.

1. Location. The project site is not located within a sensitive area. The site has not been designated a wetland by the CA Natural Resources Agency and, although the property is located within a liquefaction zone according to the CA Department of Conservation, it is not located on any faults or within any Alquist-Priolo earthquake fault zones. It is not located in a California Department of Forestry and Fire Protection 'Very High Fire Hazard Severity Zone' for a local responsibility area nor in a 'Fire Hazard Severity Zone' in a state responsibility area. The site is not located within a Flood Hazard Area identified by the Federal Emergency Management Agency.

2. Cumulative Impact. The approval does not involve "successive projects of the same type in the same place over time." The project will not result in any cumulative impacts and is consistent with, and analyzed by, the Downtown Specific Plan and 2009 Subsequent EIR as discussed above (SCH: 2008092085), which together analyze any significant cumulative impact of the project along with other reasonably foreseeable projects.

3. Significant Effect. There is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The project is conditioned to comply with all mitigation measures established in the addendums described above. The Project has no pertinent features that are unusual for projects in the Class 32 exemption category. As noted, the Project is fully consistent with the surrounding zoning and land uses and specifically anticipated in the Downtown Specific Plan as a planned infill land use.

4. Scenic Highways. The project site is not located along any of the scenic routes identified in Livermore's General Plan nor identified as a Scenic Highway by the CA Department of Transportation. No damage to scenic resources will occur.

5. Hazardous Waste Sites. The project site is not included on the list of hazardous waste facilities compiled pursuant to California Government Code Section 65962.5 (i.e., the "Cortese List"), which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

6. Historical Resources. No substantial adverse change will occur to the significance of any historical resource. The project site does not contain any resource listed in Livermore's 2021 Historic Resources Inventory, the State Register of Historic Places, nor the National Register of Historic Places.

NOW, THEREFORE, BE IT RESOLVED that the Livermore Planning Commission, based on the above findings, and the findings of staff in the accompanying staff report incorporated by reference, which are necessary to protect the public health, safety, and general welfare, recommends the City Council find that the proposed project

is exempt from review under the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections; 15332, infill projects

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct staff to file a Notice of Exemption if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Anderson, seconded by Commissioner Branning, the foregoing Resolution was adopted at the Planning Commission meeting of May 24, 2022, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Steven Dunbar, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

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

**A RESOLUTION APPROVING DOWNTOWN DESIGN REVIEW MODIFICATION (DDRM) 22-001 SUBJECT TO THE CONDITIONS OF APPROVAL FOR THE DOWNTOWN HOTEL**

The City received application Downtown Design Review Modification (DDRM) 22-01 for revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue ("Project"). The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

At a duly noticed public hearing on May 24, 2022, the Planning Commission considered the Project and staff recommendation, heard public testimony, made the necessary findings and adopted Planning Commission Resolution No. 11-22, attached hereto as Exhibit A, containing the Planning Commission's actions and/or recommendations thereon.

On June 13, 2022, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project was included in the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report ("2009 Subsequent EIR"), the 2004 Downtown Specific Plan Final Environmental Report ("2004 Final EIR"), and the addendums thereto that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project to be exempt from the California Environmental Quality Act.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 11-22, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as the Council's own findings as part of this resolution.

**BE IT FURTHER RESOLVED** that based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Downtown Specific Plan's parking requirements for the Project are satisfied by both on-site parking, as well as by off-site parking in the Downtown Core, each as a separate and independent basis, and approves Downtown Design Review Modification (DDRM) 22-01 subject to the Conditions of Approval attached hereto as Exhibit B, for the Downtown Hotel.

**BE IT FURTHER RESOLVED**, in the alternative, that based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that in the unlikely event the proposed valet parking program is not considered on-site parking under the Downtown Specific Plan, the proposed valet parking plan constitutes a minor deviation from the Downtown Specific Plan since it is consistent with the intent of the Downtown Specific Plan and the City's General Plan and approves Downtown Design Review Modification (DDRM) 22-01 subject to the Conditions of Approval attached hereto as Exhibit B, for the Downtown Hotel.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Determination with the Alameda County Clerk.

**BE IT FURTHER RESOLVED** that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

| | |
|---|---|
| | */s/ Kimberly D. Cilley* |
| Marie Weber | Kimberly D. Cilley |
| City Clerk | Senior Assistant City Attorney |

Exhibit A – Planning Commission Resolution No. 11-22
Exhibit B – Conditions of Approval

# IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF

Downtown Design Review Modification (DDRM) 22-001

Hearing to consider revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

Location: 2205 Railroad Avenue (APN 098 040703300)

The City received an application from 2205 Railroad Avenue, LLC for Downtown Design Review Modification (DDRM) 22-001 ("Project") to authorize amendments to plans for a previously approved entitlement, Downtown Design Review (DDR) 18-015, for the hotel component of the Downtown Plan approved by the City Council on January 29, 2018.

At its duly noticed meeting on May 24, 2022, the Planning Commission considered in public hearings the proposals, staff recommendations, public testimony, and findings.

On May 27, 2022, the Planning Commission adopted resolutions finding the Project is within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the addendums thereto, and the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines 15332.

NOW, THEREFORE, BE IT RESOLVED, with respect to the Downtown Design Review Modification application, the Planning Commission finds based upon the information presented that:

1. The Project is in conformance with the Specific Plan's standards and guidelines.

Findings: The project site is located in the Downtown Core area of the Downtown Specific Plan (Specific Plan). The purpose of the Downtown Core is to revitalize the City's historic core area as the center of Livermore. The intent of this Plan Area is to promote the continued development and revitalization of the City's pedestrian-oriented Downtown district that serves as the center of the Livermore

community, its most unique shopping district, and as a neighborhood hub for the residences within and surrounding it. To support this objective, the Downtown Core permits a variety of specialty retail, restaurant, and residential uses and is intended to be the most densely developed part of the City. The implementation strategy established in the Specific Plan identifies a hotel as a component of the Livermore Valley Center catalyst site. Within the Downtown Core, the project site is located in Subarea 3, Sub-district A. A boutique hotel with accessory uses, such as a spa, restaurant, bar, meeting facilities, and limited retail and personal service uses, is a permitted use in this Sub-district. The project also conforms to the applicable Downtown Core development standards including height and setbacks. Therefore, the proposed hotel project is consistent with the land use standards and revitalization strategy in the Specific Plan.

The Project is also consistent with the Specific Plan Design Standards and Guidelines for commercial buildings. The architecture incorporates classic design influences typical of Italianate architecture and includes design features that complement other traditional building styles in Downtown Livermore. The building's distinguishing features include projecting eaves with corbels, prominent cornices, balconies with decorative railing, and tall first-floor storefront windows topped with transom windows. The proposed building is aligned with the street frontages on Railroad Avenue and South Livermore Avenue to reinforce the public street network. The building maintains quality architectural articulation, design features, materials, and colors around all visible sides of the building. Massing is broken down both horizontally and vertically using façade protrusions, roof articulation, material changes, and a defined base. The corners of the building have prominent architectural treatments that anchor the street intersections and denote the importance of the location and building. The main entrances contribute to the public and pedestrian realm and are prominent and easy to identify. Secondary and service entrances are visually secondary to primary entrances but maintain a high-quality appearance. The architectural quality of the structure and site plan reflect the intent of the Specific Plan to create a high quality and active urban fabric in Downtown Livermore.

The Project is consistent with the Livermore Development Code parking standards for hotels and the Specific Plan Parking Standards. The Project includes 145 on-site parking spaces, including 25 surface parking spaces and 120 spaces provided through a valet service, with vehicle drop off and pick up occurring on the hotel site. The Disposition, Development and Loan Agreement also grants the Project up to 30 spaces for valet parking in the Livermore Valley Center Garage. This combined total of 175 spaces exceeds the 147 spaces required for the Project.

In accordance with the Specific Plan, the Project is also entitled to use 147 parking spaces in the Livermore Valley Center Garage Expansion and the L Street Garage, the new parking structures in the Downtown Core, like other Livermore Valley Center properties such as the Bankhead Theater, Livermore Cinema and the First Street/Railroad Avenue commercial buildings.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based on the above finding, and the findings of staff in the accompanying staff report incorporated by reference, which are necessary to protect the public health, safety, and general welfare, recommends the City Council approve Downtown Design Review Modification (DDRM) 22-001, subject to the conditions of approval.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct staff to file a Notice of Determination and a Notice of Exemption.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Anderson, seconded by Commissioner Branning, the foregoing Resolution was adopted at the Planning Commission meeting of May 24, 2022, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Steven Dunbar, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

# CONDITIONS OF APPROVAL

Downtown Design Review Modification (DDRM) 22-001

Revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site.

Location: 2205 Railroad Avenue

Recommended for Approval by Planning Commission: May 24, 2022

Approved by City Council: June 13, 2022

## A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. The Downtown Design Review Modification permit shall expire upon the expiration or termination of Development Agreement 18-003 or Amended Disposition, Development and Loan Agreement approved by the City Council on January 10, 2022, whichever is later, unless an extension is submitted and approved prior to the expiration of the Agreement with the later expiration/termination date.

## B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

1. Pedestrian-oriented areas, including walkways and paths, plazas, parking lots, and parking structures shall be illuminated to provide clear views both to and within the site. Provide a photometric plan for review and approval by the Community Development Department that shows lighting will minimize off-site

glare and meet the illumination requirements of the Security Ordinance (Municipal Code, Chapter 15.18), the Downtown Specific Plan Design Guidelines, and the General Plan.

2. This Downtown Design Review Modification approval does not include the approval of the signs shown on the development plans. All signs are subject to review and approval by the Community Development Department of a separate Downtown Design Review application.

3. The design and location of 30 bicycle parking stalls are subject to review and approval by the Community Development Department prior to submittal for building permits. The stalls may be dispersed throughout the hotel site and the Livermore Valley Center Garage parking facility.

4. The applicant shall replace the proposed flame ash street trees with a deciduous species recommended in the Downtown Livermore Concept Plan Landscape Design Standards.

5. The applicant shall work with City staff to determine the location and species of additional trees among the ADA parking along the west Bankhead Theater wall. These trees will further soften the appearance of the wall and provide additional shade for the parking area.

6. The applicant shall work with City staff to add trees to the South Livermore Avenue median that are consistent with the Downtown Livermore Concept Plan Landscape Design Standards.

7. New concrete design shall be consistent with the Downtown Livermore Concept Plan Landscape Design Standards.

8. Pedestrian crossings should have unique, detailed, and well-articulated paving design that is used throughout the Downtown Concept Plan area consistent with the Downtown Livermore Concept Plan Design Guidelines.

    a. A high visibility stamped asphalt crosswalk paving treatment should be consistently applied within the Downtown Concept Plan area.
    b. All crosswalks and curb ramps shall meet the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the State of California Code of Regulations Title 24.
    c. A standard 12-inch wide white stripe or concrete band should be provided on either side of all crosswalks to designate the crossing within the roadway.
    d. Accessible and non-slip surfaces shall be used on all crosswalks.
    e. All crosswalks shall include ADA accessible curb ramps with truncated domes to safely and easily access pedestrian crossings. Curb ramps

should align in the direction of the crosswalk.

f. An advance stop bars, advance yield warning markings, and/or pedestrian crossing signage should be used to alert drivers of crosswalks.
g. Pedestrian refuge islands should be located on all roadways with medians.
h. On-street parking should be restricted around crosswalks to improve the visibility for pedestrians.
i. Site distance at crosswalk should be maintained to ensure safe visibility. Shrubs and groundcover plantings should not exceed three 3-feet in height, and trees should be set back from intersections to promote visibility.
j. Wayfinding signage is recommended at key pedestrian crossings.

9. Special paving treatments should be incorporated at the South Livermore Avenue at Railroad Avenue intersection (one southern crosswalk) to define the Downtown Concept Plan area and increase pedestrian crossing visibility.

10. Exterior backflow preventers shall be screened from public view with landscape.

11. Livermore Municipal Code section 12.51 establishes a public art requirement for all projects. For this project, the developer has elected to provide public art on-site. The applicant shall comply with the following conditions regarding public art:

    a. The proposed art is subject to review and approval by the Commission for the Arts prior to receiving a building permit.
    b. A certificate of occupancy shall not be issued until the approved work(s) of art has been installed.
    c. The developer or owner shall execute a restrictive covenant, which shall be recorded against the project site and shall run with the land for a period of 30 years from the installation date.
    d. In the event the public art is stolen, destroyed or vandalized within the 30-year period, the developer or owner must replace or repair the public art pursuant to the Livermore Municipal Code.

12. Prior to occupancy, the applicant shall demonstrate compliance with Municipal Code Section 13.25.060 (Landscape Installation Certification Package).

13. The project is subject to applicable mitigation measures in the 2004 Downtown Specific Plan Environmental Impact Report, the 2009 Subsequent Environmental Impact Report and the addendums that were adopted by City Council on September 10, 2018, by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178.

## C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance. These basic construction stage recommendations are incorporated below into these Conditions of Approval as project requirements.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

3. Any awnings over windows shall be maintained as an integral architectural feature, in an attractive, serviceable state throughout the life of the project.

4. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

5. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

6. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

7. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

8. Approval of the Downtown Design Review Modification permit is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

9. Several bioretention areas designed to facilitate stormwater infiltration and treatment are an integral part of the site's utility functioning and any proposed changes to physical design or function shall be subject to prior review and approval by the City Engineer.

## D. ENGINEERING DIVISION - DEVELOPMENT

1. Development shall conform to the attached Engineering Considerations, dated March 30, 2022.

## E. ENGINEERING DIVISION - TRANSPORTATION

1. Provide wheel stops for the parking spaces on the east side of the drive aisle.

2. Provide accessible ramps for the accessible aisles on the west side of the drive aisle.

## F. BUILDING DIVISION

1. The project shall comply with currently adopted California Building Standards Code - including Part 11 - the Green Building Standards Code.

## G. MAINTENANCE DIVISION

1. All landscaping shall be privately owned, irrigated, and maintained.
2. All proposed sidewalk, pedestrian curb ramps, and driveways shall be installed in accordance with current ADA Access Board Guidelines and City of Livermore Standards.
3. Applicant shall review all sidewalk and pedestrian ramps adjacent to the property for compliance with ADA standards. Any deficiencies shall be corrected prior to issuance of a Certificate of Occupancy.
4. All existing trees along Livermore Avenue and Railroad Avenue that are to remain will need to be inspected by a qualified Arborist through the Contractor. If trees are deemed structurally deficient and/or unhealthy, the existing trees need to be removed and replaced with a more suitable tree species.

## H. WATER RESOURCES DIVISION

The Water Resources Division has the following comments regarding this project:

1. All restaurants/food service facilities incorporated within this project shall comply with Livermore Municipal Code 13.32.330, which states the following: “Food Preparation Facilities. All facilities where food is prepared or served shall be equipped with an oil and grease interceptor with a minimum size capacity of 750-gallons. The interceptor shall be connected to the sanitary sewer, and all kitchen generated wastewater with the exception of dishwasher and garbage disposal drainage, shall discharge through the interceptor.”
2. Swimming Pool: A drain to the sanitary sewer shall be provided which allows for the proper discharge of draining the pool and/or back-flushing of pool filter equipment to the sanitary sewer.

## I. FIRE DEPARTMENT

1. None

## J. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore City Code.

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**CITY COUNCIL STAFF REPORT** **ITEM NO. 7.1**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Alcala, City Attorney

**SUBJECT:** Report on Referendums, Power Limited to Legislative Acts

## RECOMMENDED ACTION

Staff recommends the City Council receive this report on referendums.

## SUMMARY

Referendum is the exercise of the inherent legislative power reserved by the people in the State Constitution. It is the power to approve or reject legislative acts taken by the City Council. As a result, a referendum is only available to set aside City Council acts that are legislative in nature. Executive, administrative, and ministerial acts are not subject to referendum.

The power of referendum cannot be invoked to annul or delay the implementation of previously approved legislative policy since that would impair essential governmental functions. Likewise, the power of referendum is expressly prohibited for certain legislative acts such as the adoption of urgency ordinances, ordinances calling for elections, as well as tax levies and other fiscal appropriations.

## DISCUSSION

Referendum limits the legislature's power by reserving to the electorate the final approval of legislation. In California, the right to referendum is established in the state constitution and may be exercised by the City's electors. However, not all acts by a City Council are subject to referendum.

Through a petition process prescribed by the State Legislature, a referendum is available only to approve or reject acts that are legislative in nature. Executive, administrative, and ministerial acts by a City

Council are not subject to referendum.

**A. Legislative Acts and Administrative Acts.**

The City Council exercises its legislative authority when it adopts policies, enacts laws, as well as when it declares a public purpose and provides ways and means of its accomplishment. Essentially, the power to be exercised is legislative when it prescribes a new policy or plan.

In contrast, a City Council exercises its administrative power when it acts to carry out legislative policies that have been previously declared, whether by itself or by the State of California. In other words, the power to be exercised is administrative when it pursues a policy or plan that has already been adopted. Therefore, a resolution that implements a previously adopted plan or gives procedural effect to a previously determined City Council policy is not subject to referendum.

There are many examples of the legislative/administrative distinction in reported cases. For example, in *San Bruno Committee for Economic Justice v. City of San Bruno,* the City refused to process referendum petitions seeking to challenge a City Council adopted resolution approving a purchase and sale agreement to sell land for a hotel that had been previously approved. The Court agreed with the City and held that because the resolution implemented the City's long-standing policy and prior legislative decisions for the development of the subject property as a hotel. The Court then concluded the resolution was an administrative act, not a legislative act. In that case, the Court held the resolution was not subject to referendum and therefore any petition against it was not eligible for processing as a referendum.

In another example, the California Attorney General issued an opinion that a resolution authorizing the execution of an agreement to sell property for development pursuant to an approved plan for the disposition of former redevelopment agency property is not subject to referendum.

California Courts have consistently held that the electorate cannot invoke a referendum to annul or delay the government’s actions that carry out its legislative policies. The Courts have reasoned that referendum is not applicable because the inevitable effect would impair governmental operations. They have also reasoned that if administrative decisions were subject to referendum, then a small group of electors, through repeated referendums, could interfere with essential governmental functions making it impossible to carry on the public business.

The California Attorney General has also opined that the referendum power cannot apply when the potential consequences could indefinitely prevent the sale of property for development consistent with an approved long range property management plan for the disposition of former redevelopment agency

property.

**B. Other Exceptions.**

The California Constitution and statues also exempt urgency measures, statutes calling elections, and tax levies or appropriations for usual current expenses from the referendum process.

**Fiscal and Administrative Impacts**

This report has no fiscal of administrative impacts other than staff time to prepare and present the report.

**ATTACHMENTS**

Prepared by: Jason Alcala
City Attorney

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

## CITY COUNCIL STAFF REPORT ITEM NO. 7.2

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Christine Martin, Assistant City Manager

**SUBJECT:** Discussion and direction regarding the City's Commemorative Flag Display policy

### RECOMMENDED ACTION

Staff recommends the City Council provide direction regarding the City's Commemorative Flag Display policy.

### SUMMARY

At the May 23, 2022, City Council meeting, Council directed staff to agendize the Commemorative Flag Display policy for discussion and direction.

### DISCUSSION

BACKGROUND

On September 23, 2019, Council adopted a Commemorative Flag Display policy. Refer to Attachment 1 for the staff report, resolution and adopted policy.

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

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

Since adoption of the policy the Council has authorized the display of commemorative flags on six occasions (the pride flag in 2019, 2020 and 2021 and the POW/MIA flag in 2019, 2020, and 2021). Each display was requested by the Mayor or a City Council member and approved by the City Council at a

duly noticed meeting.

The City's current flag policy is consistent with the recent U.S. Supreme Court opinion in *Shurtleff v. City of Boston.* Attachment 2 includes a memorandum dated May 13, 2022, from City Attorney Jason Alcala further explaining this.

**ATTACHMENTS**

1. Staff Report, Resolution and Policy Dated September 23, 2019
2. City Attorney Memorandum Dated May 13, 2022

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM 6.03

DATE: September 23, 2019

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Commemorative Flag Display Policy

## RECOMMENDED ACTION

Staff recommends the City Council consider the commemorative flag display policy and either adopt a resolution establishing the policy or provide further direction.

## SUMMARY

On June 10, 2019, Council directed staff to provide flag policy options and provide information regarding observances such as Black History Month, Women's History Month, Asian Pacific Heritage Month, and Pride Month.

Staff reviewed a number of flag policies and has prepared a policy for Council consideration. If the policy meets the Council's objectives, a resolution has been prepared for Council adoption. Alternatively, staff requests that Council provide further direction so that staff can return with appropriate revisions.

## DISCUSSION

Historically, the City has displayed the United States Flag, the State of California Flag, and the City of Livermore Flag, in accordance with Federal and State law. The City does not currently have a policy governing display of commemorative flags.

Staff reviewed a number of other jurisdictions' flag policies. Those cities that have a policy addressing the display of commemorative flags, allow such display under the government speech doctrine. While the First Amendment's Free Speech Clause limits regulation of private speech, it does not restrict the government when the government speaks for itself. The government speech doctrine, as defined by the United States Supreme Court, provides that the government can advance its own speech without

requiring viewpoint neutrality when the government itself is the speaker, so long as the government does not show religious preference or encourage a certain vote in an election. The proposed policy is structured to ensure that any commemorative flags flown would be considered government speech.

The proposed commemorative flag display policy would augment existing practice by providing a process for the display of commemorative flags at City Hall (see Exhibit A to the resolution). The policy provides for the display of commemorative flags only as authorized by resolution of the City Council, and as an expression of the City's official sentiments, as government speech. Any authorized commemorative flag will be displayed below the City of Livermore flag at City Hall during the designated period.

The policy would ensure that the City's flagpoles do not serve as a forum for free expression by the public. Rather, the City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of government expression.

The proposed policy complies with Federal and State laws, as well as the City's practices and customs and is structured in a manner that treats commemorative flags as government speech. The policy would allow for the display of commemorative flags when the request is brought forth by a City Council member and then authorized by the City Council, as an expression of the Council's official sentiments, and only on the outdoor flagpoles at City Hall.

## FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with the adoption of the commemorative flag display policy.

## ATTACHMENTS

None.

Prepared by:

Christine Martin
Deputy City Manager

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Douglas Alessio
Administrative Services Director

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

**A RESOLUTION TO ESTABLISHING THE CITY OF LIVERMORE OUTDOOR COMMEMORATIVE FLAG DISPLAY POLICY**

The City of Livermore displays the United States flag, the California State flag, and the City of Livermore flag at City facilities.

The City of Livermore has not historically had a policy regarding the outdoor display of commemorative flags. At the June 10, 2019 City Council meeting, the City Council directed staff to bring options for commemorative flag display for City Council consideration.

The City Council desires to establish a policy for the outdoor display of commemorative flags at the City Hall flagpole.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore adopts the Commemorative Flag Display policy attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2019, by the following vote:

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

ATTEST:

_____
Sarah Bunting
City Clerk

APPROVED AS TO FORM:



_____
Jason Alcala
City Attorney

Exhibit A – Commemorative Flag Display Policy

City of Livermore

Commemorative Flag Display Policy

The City's flagpoles are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.

The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Livermore City Council.

Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.

Commemorative flags shall be displayed exclusively on the Livermore Civic Center flagpoles in last position of honor beneath the City of Livermore Flag, unless otherwise directed by Council and to the extent such display does not conflict with federal or state law, or this policy.

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: May 13, 2022

To: Marc Roberts, City Manager

From: Jason Alcala, City Attorney

Subject: City Attorney Analysis and Opinion regarding Livermore's Commemorative Flag Display Policy and its consistency with *Shurtleff v. City of Boston*

This memorandum analyzes the City of Livermore's Commemorative Flag Display Policy and provides a City Attorney opinion on its consistency with the recent U.S. Supreme Court opinion in the *Shurtleff v. City of Boston*[1].

**Question:** Is Livermore's Commemorative Flag Display Policy governmental expression consistent with the U.S. Supreme Court's opinion *Shurtleff v. City of Boston*?

**Answer:** Yes, Livermore's Commemorative Flag Policy contains the salient facts necessary for governmental expression by the City of Livermore consistent with the U.S. Supreme Court's opinion in *Shurtleff v. City of Boston.*

In *Shurtleff*, the U.S. Supreme Court concluded the City of Boston's flag policy for the use of its flagpole was not an exercise of governmental expression because Boston created a public forum since it did not control the flag raisings and did nothing that suggested it wished to speak for itself by raising flags.

Livermore's Commemorative Flag Display Policy is much different. It does not allow private groups to raise their own flags on Livermore's flagpole, and it restricts use of Livermore's flagpole to the City Council for the governmental expression of the City's official sentiments.

**City of Livermore Commemorative Flag Policy**

On September 13, 2019, the City Council for the City of Livermore established the City of Livermore Commemorative Flag Policy for the display of commemorative flags on a flagpole at the Livermore Civic Center in the last position of honor beneath the City of Livermore flag. A copy of the policy and the approving resolution are included in Attachment 1 to this memorandum.

[1] *Shurtleff v. City of Boston, (2022) ____S.Ct.____, 2022 WL 1295700.*

When Livermore's policy was adopted, the City Council considered the requirements necessary for the exercise of governmental expression, which is different than the government's ability to regulate private speech.

Livermore's policy states:

1. The City's flagpoles are not intended to serve as a forum for free expression.

2. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments.

3. Any such authorization by the City Council shall be given at a duly noticed meeting of the City Council.

4. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Livermore City Council.

The specific intent for the policy is to ensure the flagpole is used exclusively by the City for governmental expression and not as a forum for free expression by the public.

Since the policy was adopted, the City Council for the City of Livermore has authorized the display of commemorative flags on six occasions. Each display was requested by a City Council member and approved by the City Council at a duly noticed meeting. Copies of the resolutions approving the following displays are included in Attachment 2 to this memorandum:

| Resolution No. | Requesting Council Member | Displayed Flag |
|---|---|---|
| 2019-160 | Munro | Rainbow Pride flag |
| 2019-179 | Marchand | POW-MIA flag |
| 2020-055 | Marchand | Rainbow Pride flag |
| 2020-200 | Marchand | POW-MIA flag |
| 2021-070 | Kiick | Philadelphia Rainbow Pride flag |
| 2021-180 | Woerner | POW-MIA flag |

***Shurtleff v. City of Boston***

The dispute in *Shurtleff* was whether the City of Boston reserved its flagpole to only fly flags that communicate governmental messages, or instead opened the flagpole for citizens to express their own views. The U.S. Supreme Court's opinion, included Attachment 3 to this memorandum, notes the importance of the distinction. The opinion states that government can choose which flags it wants to fly as governmental expression, but the First Amendment's Free Speech clause prevents government from refusing to allow a private group from flying a flag in a public forum based upon viewpoint.

The U.S. Supreme Court opinion concludes the City of Boston's flag policy did not make the raising and flying of private group's flags a form of governmental expression. The opinion reached this conclusion because the policy allowed the public to use the flagpole as a public forum. The flagpole in question was located adjacent to a plaza that is a public forum, and the flagpole and a crank were made available to groups using the plaza to also raise and lower flags of their choosing for the duration of their event in the plaza. Boston's policy is "[w]here possible," "to accommodate all applicants seeking to take advantage of the City of Boston's public forums" including the plaza and the area at the flagpole's base. Considering these salient facts, the U.S. Supreme Court's opinion concluded Boston did not make the raising and flying of flag by private groups a form of governmental expression, and that its policy and practice had created a public forum that prohibited Boston from refusing to allow the private group to fly a flag based upon viewpoint.

The opinion also states that "Boston could easily have done more to make clear it wished to speak for itself by raising flags." By way of example, the U.S. Supreme Court cites language from the City of San Jose's policy that reads "flagpoles are not intended to serve as a forum for free expression by the public."

**Analysis and City Attorney Opinion**

Livermore's Commemorative Flag Display Policy is different that Boston's.

Livermore's policy does not allow private groups to raise their own flags on Livermore's flagpole. Livermore's policy only allows the City Council to use the flagpole, and only to communicate the City's official sentiments. Unlike Boston, and similar to the City of San Jose, Livermore's policy states that the City's flagpole is not intended to serve as a forum for free expression.

In practice, and unlike Boston, Livermore has not allowed private groups to raise and lower flags of their choosing on Livermore's flagpole. The City Council has consistently adhered to its policy and only allowed flags to be displayed on Livermore's flagpole that are requested and approved by the City Council.

These salient facts distinguish Livermore's policy from Boston's policy and provide the key evidence necessary for the City Council's policy to constitute the exercise of governmental expression that the U.S. Supreme Court did not find when it evaluated Boston's policy.

Therefore, it is the opinion of the City Attorney that Livermore's Commemorative Flag Policy is consistent with the U.S. Supreme Court's opinion on *Shurtleff v. City of Boston.*

Attachments
1. Resolution No. 2019-156
2. Resolution Nos. 2019-160, 2019-179, 2020-055, 2020-200, 2021-070, and 2021-180.
3. *Shurtleff v. City of Boston, (2022) ____S.Ct.____, 2022 WL 1295700.*

cc: Mayor and City Council Members

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

**A RESOLUTION ESTABLISHING THE CITY OF LIVERMORE OUTDOOR COMMEMORATIVE FLAG DISPLAY POLICY**

The City of Livermore displays the United States flag, the California State flag, and the City of Livermore flag at City facilities.

The City of Livermore has not historically had a policy regarding the outdoor display of commemorative flags. At the June 10, 2019 City Council meeting, the City Council directed staff to bring options for commemorative flag display for City Council consideration.

The City Council desires to establish a policy for the outdoor display of commemorative flags at the City Hall flagpole.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livermore adopts the Commemorative Flag Display policy attached hereto as Exhibit A.

On motion of Vice Mayor Carling, seconded by Council Member Woerner, the foregoing resolution was passed and adopted on September 23, 2019, by the following vote:

| | |
|---|---|
| AYES: | Council Members Coomber, Munro, Woerner, Vice Mayor Carling, Mayor Marchand |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

Sarah Bunting
City Clerk

APPROVED AS TO FORM:

Jason Alcala
City Attorney

Date: September 26, 2019

Exhibit A – Commemorative Flag Display Policy

City of Livermore

Commemorative Flag Display Policy

The City's flagpoles are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.

The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Livermore City Council.

Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.

Commemorative flags shall be displayed exclusively on the Livermore Civic Center flagpoles in last position of honor beneath the City of Livermore Flag, unless otherwise directed by Council and to the extent such display does not conflict with federal or state law, or this policy.

**ATTACHMENT 2**

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE RAINBOW PRIDE COMMEMORATIVE FLAG OCTOBER 18-25, 2019**

On September 23, 2019, the City Council adopted a commemorative flag display policy.

On September 23, 2019, consistent with the commemorative flag display policy, Council Member Munro requested display of the rainbow pride flag October 15 - 22, 2019 as a form of government speech, at the Civic Center campus, beneath the City of Livermore flag.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore directs staff to display the rainbow pride flag October 18 - 25, 2019 consistent with the commemorative flag display policy.

On motion of Council Member Munro, seconded by Council Member Woerner, the foregoing resolution was passed and adopted on October 14, 2019, by the following vote:

| | |
|---|---|
| AYES: | Council Members Coomber, Munro, Woerner, Vice Mayor Carling, Mayor Marchand |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

Sarah Bunting
City Clerk

Date: October 23, 2019

APPROVED AS TO FORM:

Gabrielle Janssens
Assistant City Attorney

**ATTACHMENT 2**

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE POW-MIA FLAG NOVEMBER 8-15, 2019**

On September 23, 2019, the City Council adopted a commemorative flag display policy. Consistent with the commemorative flag display policy, Mayor Marchand requested display of the POW-MIA flag November 8 - 15, 2019 as a form of government speech, at the Civic Center campus.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore directs staff to display the POW-MIA flag at the Civic Center Campus November 8 - 15, 2019, consistent with the commemorative flag display policy and United States Flag Code.

On motion of Council Member Woerner, seconded by Council Member Munro, the foregoing resolution was passed and adopted on October 28, 2019, by the following vote:

| | |
|---|---|
| AYES: | Council Members Coomber, Munro, Woerner, Vice Mayor Carling, Mayor Marchand |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

Marie Weber
Assistant City Clerk

Date: October 31, 2019

APPROVED AS TO FORM:

Gabrielle Janssens
Assistant City Attorney

**ATTACHMENT 2**

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE RAINBOW PRIDE COMMEMORATIVE FLAG FOR THE MONTH OF JUNE 2020**

On September 23, 2019, the City Council adopted a commemorative flag display policy.

On April 27, 2020, consistent with the commemorative flag display policy, Mayor Marchand requested display of the rainbow pride flag for the month of June 2020.

Staff recommends that the City Council authorize the display of the rainbow pride commemorative flag, as a form of government speech, at the Civic Center campus, beneath the City of Livermore flag, for the month of June 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore directs staff to display the rainbow pride flag for the month of June 2020.

On motion of Council Member Munro, seconded by Vice Mayor Woerner, the foregoing resolution was passed and adopted on May 11, 2020, by the following vote:

| | |
|---|---|
| AYES: | Council Members Carling, Coomber, Munro, Vice Mayor Woerner, Mayor Marchand |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

Marie Weber
City Clerk

Date: May 14, 2020

APPROVED AS TO FORM:

Jason Alcala
City Attorney

RESOLUTION NO. 2020-055

ATTACHMENT 2

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE POW-MIA FLAG NOVEMBER 10-17, 2020**

On September 23, 2019, the City Council adopted Resolution No. 2019-156 establishing a commemorative flag display policy. Consistent with the commemorative flag display policy, Mayor Marchand requested display of the POW-MIA flag November 10-17, 2020 as a form of government speech, at the Civic Center campus, beneath the City of Livermore flag.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore directs staff to display the POW-MIA flag at the Civic Center Campus November 10-17, 2020, consistent with the commemorative flag display policy.

On motion of Council Member Munro, seconded by Council Member Carling, the foregoing resolution was passed and adopted on November 9, 2020, by the following vote:

AYES: Council Members Carling, Coomber, Munro, Vice Mayor Woerner, Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Marie.Weber
City Clerk

Date: November 12, 2020

APPROVED AS TO FORM:

Jason Alcala
City Attorney

**ATTACHMENT 2**

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE PHILADELPHIA RAINBOW PRIDE FLAG FOR THE MONTH OF JUNE 2021**

On September 23, 2019, the City Council adopted a commemorative flag display policy.

On May 10, 2021, consistent with the commemorative flag display policy, Council Member Kiick requested display of the Philadelphia rainbow pride flag for the month of June 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore direct staff to display the Philadelphia rainbow pride flag for the month of June 2021.

On motion of Council Member Bonanno, seconded by Vice May Munro, the foregoing resolution was passed and adopted on May 24, 2021, by the following vote:

| | |
|---|---|
| AYES: | Council Members Bonanno, Carling, Kiick, Vice Mayor Munro, and Mayor Woerner |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

Jason Alcala
City Attorney

Date: May 26, 2021

DocuSign Envelope ID: 44A5BFFC-8904-4B30-9E5D-A5D279A1DA17


ATTACHMENT 2

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE POW-MIA FLAG FOR THE WEEK OF NOVEMBER 7-14, 2021**

On September 23, 2019, the City Council adopted a commemorative flag display policy.

On October 11, 2021, consistent with the commemorative flag display policy, Mayor Woerner requested display of the POW-MIA flag for the week of November 7-14, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore direct staff to display the POW-MIA flag for the week of November 7-14, 2021.

On motion of Vice Mayor Munro, seconded by Council Member Carling, the foregoing resolution was passed and adopted on October 25, 2021, by the following vote:

| | |
|---|---|
| AYES: | Council Members Bonanno, Carling, Kiick, Vice Mayor Munro, and Mayor Woerner |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

DocuSigned by:
Marie Weber
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Marie Weber
City Clerk
10/28/2021 | 1:41 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Jason Alcala
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Jason Alcala
City Attorney

ATTACHMENT 2
ATTACHMENT 3

2022 WL 1295700
Only the Westlaw citation is currently available.
Supreme Court of the United States.

Harold SHURTLEFF, et al., Petitioners
v.
CITY OF BOSTON, MASSACHUSETTS, et al.

No. 20-1800
|
Argued January 18, 2022
|
Decided May 2, 2022

**Synopsis**

**Background:** Organization and its director brought action against city and city commissioner, alleging the city violated, among other things, the First Amendment's Free Speech Clause by refusing to allow the organization to raise its self-described "Christian flag" under the city's program allowing private groups to use one of the three flag poles on the plaza in front of city hall to fly the flag of their choosing for the duration of events sponsored by the groups. The United States District Court for the District of Massachusetts, Denise J. Casper, J., 2020 WL 555248, granted summary judgment to city and commissioner. Organization and its director appealed. The United States Court of Appeals for the First Circuit, Selya, Circuit Judge, 986 F.3d 78, affirmed. Certiorari was granted.

**Holdings:** The Supreme Court, Justice Breyer, held that:

city's flag-raising program did not express government speech, and

city's refusal to allow organization to fly their "Christian flag" amounted to impermissible discrimination based religious viewpoint, in violation of First Amendment's Free Speech Clause.

Reversed and remanded.

Justice Kavanaugh filed a concurring opinion.

Justice Alito filed an opinion concurring in the judgment, in which Justice Thomas and Justice Gorsuch joined.

Justice Gorsuch filed an opinion concurring in the judgment, in which Justice Thomas joined.

**Procedural Posture(s):** Petition for Writ of Certiorari; On Appeal; Motion for Summary Judgment.

*Syllabus* *

***1** Just outside the entrance to Boston City Hall, on City Hall Plaza, stand three flagpoles. Boston flies the American flag from the first pole and the flag of the Commonwealth of Massachusetts from the second. Boston usually flies the city's own flag from the third pole. But Boston has, for years, allowed groups to hold ceremonies on the plaza during which participants may hoist a flag of their choosing on the third pole in place of the city's flag. Between 2005 and 2017, Boston approved the raising of about 50 unique flags for 284 such ceremonies. Most of these flags were other countries', but some were associated with groups or causes, such as the Pride Flag, a banner honoring emergency medical service workers, and others. In 2017, Harold Shurtleff, the director of an organization called Camp Constitution, asked to hold an event on the plaza to celebrate the civic and social contributions of the Christian community; as part of that ceremony, he wished to raise what he described as the "Christian flag." The commissioner of Boston's Property Management Department worried that flying a religious flag at City Hall could violate the Establishment Clause and found no past instance of the city's having raised such a flag. He therefore told Shurtleff that the group could hold an event on the plaza but could not raise their flag during it. Shurtleff and Camp Constitution (petitioners) sued, claiming that Boston's refusal to let them raise their flag violated, among other things, the First Amendment's Free Speech Clause. The District Court held that flying private groups' flags from City Hall's third flagpole amounted to government speech, so Boston could refuse petitioners' request without running afoul of the First Amendment. The First Circuit affirmed. This Court granted certiorari to decide whether the flags Boston allows others to fly express government speech, and whether Boston could, consistent with the Free Speech Clause, deny petitioners' flag-raising request.

*Held*: 1. Boston's flag-raising program does not express government speech. Pp. —— – ——.

ATTACHMENT 2
ATTACHMENT 3

(a) The Free Speech Clause does not prevent the government from declining to express a view. See *Pleasant Grove City v. Summum*, 555 U.S. 460, 467–469, 129 S.Ct. 1125, 172 L.Ed.2d 853. The government must be able to decide what to say and what not to say when it states an opinion, speaks for the community, formulates policies, or implements programs. The boundary between government speech and private expression can blur when, as here, the government invites the people to participate in a program. In those situations, the Court conducts a holistic inquiry to determine whether the government intends to speak for itself or, rather, to regulate private expression. The Court's cases have looked to several types of evidence to guide the analysis, including: the history of the expression at issue; the public's likely perception as to who (the government or a private person) is speaking; and the extent to which the government has actively shaped or controlled the expression. See *Walker v. Texas Div., Sons of Confederate Veterans, Inc.*, 576 U.S. 200, 209–213, 135 S.Ct. 2239, 192 L.Ed.2d 274. Considering these indicia in *Summum*, the Court held that the messages of permanent monuments in a public park constituted government speech, even when the monuments were privately funded and donated. See 555 U.S. at 470–473, 129 S.Ct. 1125. In *Walker*, the Court found that license plate designs proposed by private groups also amounted to government speech because, among other reasons, the State that issued the plates "maintain[ed] direct control over the messages conveyed" by "actively" reviewing designs and rejecting over a dozen proposals. 576 U.S. at 213, 135 S.Ct. 2239. On the other hand, in *Matal* v. *Tam*, the Court concluded that trademarking words or symbols generated by private registrants did not amount to government speech because the Patent and Trademark Office did not exercise sufficient control over the nature and content of those marks to convey a governmental message. 582 U. S. ——, ——, 137 S.Ct. 1744, ——, 198 L.Ed.2d 366. Pp. —— – ——.

***2** (b) Applying this government-speech analysis here, the Court finds that some evidence favors Boston, and other evidence favors Shurtleff. The history of flag flying, particularly at the seat of government, supports Boston. Flags evolved as a way to symbolize communities and governments. Not just the content of a flag, but also its presence and position have long conveyed important messages about government. Flying a flag other than a government's own can also convey a governmental message. For example, another country's flag outside Blair House, across the street from the White House, signals that a foreign leader is visiting. Consistent with this history, flags on Boston's City Hall Plaza usually convey the city's messages. Boston's flag symbolizes the city and, when flying at halfstaff, conveys a community message of sympathy or somber remembrance. The question remains whether, on the 20 or so times a year when Boston allowed private groups to raise their own flags, those flags, too, expressed the city's message. The circumstantial evidence of the public's perception does not resolve the issue. The most salient feature of this case is that Boston neither actively controlled these flag raisings nor shaped the messages the flags sent. To be sure, Boston maintained control over an event's date and time to avoid conflicts, and it maintained control over the plaza's physical premises, presumably to avoid chaos. But the key issue is whether Boston shaped or controlled the flags' content and meaning; such evidence would tend to show that Boston intended to convey the flags' messages as its own. And on that issue, Boston's record is thin. Boston says that all (or at least most) of the 50 unique flags it approved reflect particular city-endorsed values or causes. That may well be true of flying other nations' flags, or the Pride Flag raised annually to commemorate Boston Pride Week, but the connection to other flag-raising ceremonies, such as one held by a community bank, is more difficult to discern. Further, Boston told the public that it sought "to accommodate all applicants" who wished to hold events at Boston's "public forums," including on City Hall Plaza. App. to Pet. for Cert. 137a. The city's application form asked only for contact information and a brief description of the event, with proposed dates and times. The city employee who handled applications testified that he did not request to see flags before the events. Indeed, the city's practice was to approve flag raisings without exception —that is, until petitioners' request. At the time, Boston had no written policies or clear internal guidance about what flags groups could fly and what those flags would communicate. Boston's control is therefore not comparable to the degree of government involvement in the selection of park monuments in *Summum*, see 555 U.S. at 472–473, 129 S.Ct. 1125, or license plate designs in *Walker*, see 576 U.S. at 213, 135 S.Ct. 2239. Boston's come-one-come-all practice —except, that is, for petitioners' flag—is much closer to the Patent and Trademark Office's policy of registering all manner of trademarks in *Matal*, see 582 U. S., at ——, ——, 137 S.Ct., at ——. All told, Boston's lack of meaningful involvement in the selection of flags or the crafting of their

ATTACHMENT 2
ATTACHMENT 3

messages leads the Court to classify the third-party flag raisings as private, not government, speech. Pp. —— – ——.

2. Because the flag-raising program did not express government speech, Boston's refusal to let petitioners fly their flag violated the Free Speech Clause of the First Amendment. When the government does not speak for itself, it may not exclude private speech based on "religious viewpoint"; doing so "constitutes impermissible viewpoint discrimination." *Good News Club v. Milford Central School*, 533 U.S. 98, 112, 121 S.Ct. 2093, 150 L.Ed.2d 151. Boston concedes that it denied petitioners' request out of Establishment Clause concerns, solely because the proposed flag "promot[ed] a specific religion." App. to Pet. for Cert. 155a. In light of the Court's government-speech holding, Boston's refusal to allow petitioners to raise their flag because of its religious viewpoint violated the Free Speech Clause. Pp. —— – ——.

986 F.3d 78, reversed and remanded.

BREYER, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SOTOMAYOR, KAGAN, KAVANAUGH, and BARRETT, JJ., joined. KAVANAUGH, J., filed a concurring opinion. Alito, J., filed an opinion concurring in the judgment, in which THOMAS and GORSUCH, JJ., joined. GORSUCH, J., filed an opinion concurring in the judgment, in which THOMAS, J., joined.

**Attorneys and Law Firms**

Mathew Staver, Orlando, FL, for petitioners.

Sopan Joshi for the United States as amicus curiae, by special leave of the Court, supporting reversal.

Douglas Hallward-Driemeier, Washington, DC, for respondents.

Mathew D. Staver, Counsel of Record, Anita L. Staver, Horatio G. Mihet, Roger K. Gannam, Daniel J. Schmid, Liberty Counsel, Orlando, FL, for petitioners.

Adam N. Cederbaum, Susan M. Weise, Robert S. Arcangeli, City of Boston Law Department, One City Hall Square, Boston, MA, Douglas Hallward-Driemeier, Counsel of Record, Ropes & Gray LLP, Washington, DC, Samuel L. Brenner, Deanna Barkett Fitzgerald, Thanithia Billings, Ropes & Gray LLP, Prudential Tower, Boston, MA, for respondents.

**Opinion**

Justice BREYER delivered the opinion of the Court.

When the government encourages diverse expression—say, by creating a forum for debate—the First Amendment prevents it from discriminating against speakers based on their viewpoint. See *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 828–830, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995). But when the government speaks for itself, the First Amendment does not demand airtime for all views. After all, the government must be able to "promote a program" or "espouse a policy" in order to function. *Walker v. Texas Div., Sons of Confederate Veterans, Inc.*, 576 U.S. 200, 208, 135 S.Ct. 2239, 192 L.Ed.2d 274 (2015). The line between a forum for private expression and the government's own speech is important, but not always clear.

This case concerns a flagpole outside Boston City Hall. For years, Boston has allowed private groups to request use of the flagpole to raise flags of their choosing. As part of this program, Boston approved hundreds of requests to raise dozens of different flags. The city did not deny a single request to raise a flag until, in 2017, Harold Shurtleff, the director of a group called Camp Constitution, asked to fly a Christian flag. Boston refused. At that time, Boston admits, it had no written policy limiting use of the flagpole based on the content of a flag. The parties dispute whether, on these facts, Boston reserved the pole to fly flags that communicate governmental messages, or instead opened the flagpole for citizens to express their own views. If the former, Boston is free to choose the flags it flies without the constraints of the First Amendment's Free Speech Clause. If the latter, the Free Speech Clause prevents Boston from refusing a flag based on its viewpoint.

***3** We conclude that, on balance, Boston did not make the raising and flying of private groups' flags a form of government speech. That means, in turn, that Boston's refusal to let Shurtleff and Camp Constitution raise their flag based on its religious viewpoint "abridg[ed]" their "freedom of speech." U. S. Const., Amdt. I.

I

A

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The flagpole at issue stands at the entrance of Boston City Hall. See Appendix, *infra*. Built in the late 1960s, Boston City Hall is a raw concrete structure, an example of the brutalist style. Critics of the day heralded it as a public building that "articulates its functions" with "strength, dignity, grace, and even glamor." J. Conti, A New City Hall: Boston's Boost for Urban Renewal, Wall Street Journal, Feb. 12, 1969, p. 14. (The design has since proved somewhat more controversial. See, *e.g.*, E. Mason, Boston City Hall Named World's Ugliest Building, Boston Herald (Nov. 15, 2008), https://www.bostonherald.com/2008/11/15/boston-city-hall-named-worlds-ugliest-building.) More to the point, Boston City Hall sits on City Hall Plaza, a 7-acre expanse paved with New England brick. Inspired by open public spaces like the Piazza del Campo in Siena, the plaza was designed to be " 'Boston's fairground,' " a "public gathering spac[e]" for the people. N. DeCosta-Klipa, Why Is Boston City Hall the Way It Is? Boston.com (July 25, 2018), https://www.boston.com/news/history/2018/07/25/boston-city-hall-brutalism.

On the plaza, near City Hall's entrance, stand three 83-foot flagpoles. Boston flies the American flag from the first pole (along with a banner honoring prisoners of war and soldiers missing in action). From the second, it flies the flag of the Commonwealth of Massachusetts. And from the third, it usually (but not always) flies Boston's flag—a sketch of the "City on a Hill" encircled by a ring against a blue backdrop.

Boston makes City Hall Plaza available to the public for events. Boston acknowledges that this means the plaza is a "public forum." Brief for Respondents 27. The city's policy is, "[w]here possible," "to accommodate all applicants seeking to take advantage of the City of Boston's public forums," including the plaza and the area at the flagpoles' base. App. to Pet. for Cert. 133a, 137a.

For years, since at least 2005, the city has allowed groups to hold flag-raising ceremonies on the plaza. Participants may hoist a flag of their choosing on the third flagpole (in place of the city's flag) and fly it for the duration of the event, typically a couple of hours. Most ceremonies have involved the flags of other countries—from Albania to Venezuela—marking the national holidays of Bostonians' many countries of origin. But several flag raisings have been associated with other kinds of groups or causes, such as Pride Week, emergency medical service workers, and a community bank. All told, between 2005 and 2017, Boston approved about 50 unique flags, raised at 284 ceremonies. Boston has no record of refusing a request before the events that gave rise to this case. We turn now to those events.

B

In July 2017, Harold Shurtleff, the director of an organization called Camp Constitution, asked to hold a flagraising event that September on City Hall Plaza. The event would "commemorate the civic and social contributions of the Christian community" and feature remarks by local clergy. *Id.*, at 130a–131a. As part of the ceremony, the organization wished to raise what it described as the "Christian flag." *Id.*, at 131a. To the event application, Shurtleff attached a photo of the proposed flag: a red cross on a blue field against a white background.

***4** The commissioner of Boston's Property Management Department said no. The problem was "not the content of the Christian flag," but "the fact that it was the Christian flag or [was] called the Christian flag." App. in No. 20–1158 (CA1), at 212–213 (deposition of then-commissioner Gregory T. Rooney, hereafter Rooney deposition). The commissioner worried that flying a religious flag at City Hall could violate the Constitution's Establishment Clause and found no record of Boston ever having raised such a flag. He told Shurtleff that Camp Constitution could proceed with the event if they would raise a different flag. Needless to say, they did not want to do so.

C

Shurtleff and Camp Constitution (petitioners) sued Boston and the commissioner of its Property Management Department (respondents). Petitioners claimed that Boston's refusal to let them raise their flag violated, among other things, the First Amendment's Free Speech Clause. They asked for an immediate order requiring Boston to allow the flag raising, but the District Court denied the request. See 337 F.Supp.3d 66 (Mass. 2018), aff'd, 928 F.3d 166 (C.A.1 2019). The parties engaged in discovery. At its close, they filed cross-motions for summary judgment. The parties agreed to all relevant facts and submitted a joint statement setting them out. App. to Pet. for Cert. 128a–160a.

On that record, the District Court held that flying private groups' flags from City Hall's third pole amounted to

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government speech. See 2020 WL 555248, *5, —— F. Supp. 3d ——, —— (Mass., Feb. 4, 2020). Hence, the city acted within its constitutional authority in declining to raise Camp Constitution's flag. *Id.*, at ——, ——, 2020 WL 555248, at *3, *5. The District Court therefore granted summary judgment for Boston. The First Circuit affirmed. See 986 F.3d 78 (2021).

Shurtleff and Camp Constitution next petitioned this Court for certiorari. We agreed to decide whether the flags Boston allows groups to fly express government speech, and whether Boston could, consistent with the Free Speech Clause, deny petitioners' flag-raising request.

II

A

The first and basic question we must answer is whether Boston's flag-raising program constitutes government speech. If so, Boston may refuse flags based on viewpoint.

The First Amendment's Free Speech Clause does not prevent the government from declining to express a view. See *Pleasant Grove City v. Summum*, 555 U.S. 460, 467–469, 129 S.Ct. 1125, 172 L.Ed.2d 853 (2009). When the government wishes to state an opinion, to speak for the community, to formulate policies, or to implement programs, it naturally chooses what to say and what not to say. See *Walker*, 576 U.S. at 207–208, 135 S.Ct. 2239. That must be true for government to work. Boston could not easily congratulate the Red Sox on a victory were the city powerless to decline to simultaneously transmit the views of disappointed Yankees fans. The Constitution therefore relies first and foremost on the ballot box, not on rules against viewpoint discrimination, to check the government when it speaks. See *Board of Regents of Univ. of Wis. System v. Southworth*, 529 U.S. 217, 235, 120 S.Ct. 1346, 146 L.Ed.2d 193 (2000).

The boundary between government speech and private expression can blur when, as here, a government invites the people to participate in a program. In those situations, when does government-public engagement transmit the government's own message? And when does it instead create a forum for the expression of private speakers' views?

In answering these questions, we conduct a holistic inquiry designed to determine whether the government intends to speak for itself or to regulate private expression. Our review is not mechanical; it is driven by a case's context rather than the rote application of rigid factors. Our past cases have looked to several types of evidence to guide the analysis, including: the history of the expression at issue; the public's likely perception as to who (the government or a private person) is speaking; and the extent to which the government has actively shaped or controlled the expression. See *Walker*, 576 U.S. at 209–214, 135 S.Ct. 2239.

***5** Considering these indicia in *Summum*, we held that the messages of permanent monuments in a public park constituted government speech, even when the monuments were privately funded and donated. See 555 U.S. at 470–473, 129 S.Ct. 1125. In *Walker*, we explained that license plate designs proposed by private groups also amounted to government speech because, among other reasons, the State that issued the plates "maintain[ed] direct control over the messages conveyed" by "actively" reviewing designs and rejecting over a dozen proposals. 576 U.S. at 213, 135 S.Ct. 2239. In *Matal* v. *Tam*, 582 U. S. —— (2017), on the other hand, we concluded that trademarking words or symbols generated by private registrants did not amount to government speech. *Id.*, at —— – —— (slip op., at 14–18). Though the Patent and Trademark Office had to approve each proposed mark, it did not exercise sufficient control over the nature and content of those marks to convey a governmental message in so doing. *Ibid.* These precedents point our way today.

B

Applying the government-speech analysis to this record, we find that some evidence favors Boston, and other evidence favors Shurtleff.

To begin, we look to the history of flag flying, particularly at the seat of government. Were we to consider only that general history, we would find that it supports Boston.

Flags are almost as old as human civilization. Indeed, flags *symbolize* civilization. From the "primordial rag dipped in the

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blood of a conquered enemy and lifted high on a stick," to the feudal banner bearing a lord's coats of arms, to the standards of the Aztecs, nearly every society has taken a piece of cloth and "endow[ed] it, through the circumstances of its display, with a condensed power" to speak for the community. W. Smith, Flags Through the Ages and Across the World 1–2, 32, 34 (1975). Little wonder that the Continental Congress, seeking to define a new nation, "[r]esolved" on June 14, 1777, "[t]hat the Flag of the ... United States be thirteen stripes, alternate red and white: that the union be thirteen stars, white in a blue field, representing a new constellation." 8 Journals of the Continental Congress 1774–1789, p. 464 (W. Ford ed. 1907). Today, the American flag continues to symbolize our Nation, a constellation of 50 stars standing for the 50 States.

Other contemporary flags, both state and local, reflect their communities. Boston's flag, for instance, bears the city's seal and motto rendered in blue and buff—the colors of the Continental Army's Revolutionary War uniforms. See Symbols of the City of Boston, City of Boston (July 16, 2016), https://www.boston.gov/departments/tourism-sports-and-entertainment/symbols-city-boston (Symbols of Boston).

Not just the content of a flag, but also its presence and position have long conveyed important messages about government. The early morning sight of the stars and stripes above Fort McHenry told Francis Scott Key (and, through his poem, he told the rest of us) that the great experiment—the land of the free—had survived the British attack on Baltimore Harbor. See C. Lineberry, The Story Behind the Star Spangled Banner, Smithsonian Magazine (Mar. 1, 2007). No less familiar, a flag at halfstaff tells us that the government is paying its "respect to th[e] memory" of someone who has died. 4 U.S.C. § 7(m). (Congress has explained, across several sections of the U. S. Code, the meaning we should take from the "position," "manner," "time," and "occasions" of the American flag's display. §§ 6, 7.) And the presence of the Royal Standard flying from Windsor Castle's Round Tower says the Queen is home. See Windsor Castle Today, Royal Collection Trust, www.rct.uk/visit/windsor-castle/windsor-castle-today.

The flying of a flag other than a government's own can also convey a governmental message. A foreign flag outside Blair House, across the street from the White House, signals that a foreign leader is visiting and the residence has "becom[e] a de facto diplomatic mission of the guest's home nation." M. French, United States Protocol: The Guide to Official Diplomatic Etiquette 298 (2010). And, according to international custom, when flags of two or more nations are displayed together, they cannot be flown one nation above the other "in time of peace." 4 U.S.C. § 7(g).

***6** Keeping with this tradition, flags on Boston's City Hall Plaza usually convey the city's messages. On a typical day, the American flag, the Massachusetts flag, and the City of Boston's flag wave from three flagpoles. Boston's flag, when flying there at full mast, symbolizes the city. When flying at halfstaff, it conveys a community message of sympathy or somber remembrance. When displayed at other public buildings, it marks the mayor's presence. See Symbols of Boston. The city also sometimes conveys a message by replacing its flag with another. When Boston's mayor lost a bet with Montreal's about whose hockey team would win a playoff series, Boston, duty-bound in defeat, hoisted the Canadiens' banner. See Tr. of Oral Arg. 54–55.

While this history favors Boston, it is only our starting point. The question remains whether, on the 20 or so times a year when Boston allowed private groups to raise their own flags, those flags, too, expressed the city's message. So we must examine the details of *this* flag-flying program.

Next, then, we consider whether the public would tend to view the speech at issue as the government's. In this case, the circumstantial evidence does not tip the scale. On an ordinary day, a passerby on Cambridge Street sees three government flags representing the Nation, State, and city. Those flags wave "in unison, side-by-side, from matching flagpoles," just outside " 'the entrance to Boston's seat of government.' " 986 F.3d at 88. Like the monuments in the public park in *Summum*, the flags "play an important role in defining the identity that [the] city projects to its own residents and to the outside world." 555 U.S. at 472, 129 S.Ct. 1125. So, like the license plates in *Walker*, the public seems likely to see the flags as " 'conveying some message' " on the government's " 'behalf.' " 576 U.S. at 212, 135 S.Ct. 2239 (quoting *Summum*, 555 U.S. at 471, 129 S.Ct. 1125).

But as we have said, Boston allowed its flag to be lowered and other flags to be raised with some regularity. These other flags were raised in connection with ceremonies at the flagpoles' base and remained aloft during the events. Petitioners say that a pedestrian glimpsing a flag other than Boston's on the third flagpole might simply look down onto the plaza, see a group

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of private citizens conducting a ceremony without the city's presence, and associate the new flag with them, not Boston. Thus, even if the public would ordinarily associate a flag's message with Boston, that is not necessarily true for the flags at issue here. Again, this evidence of the public's perception does not resolve whether Boston conveyed a city message with these flags.

Finally, we look at the extent to which Boston actively controlled these flag raisings and shaped the messages the flags sent. The answer, it seems, is not at all. And that is the most salient feature of this case.

To be sure, Boston maintained control over an event's date and time to avoid conflicts. It maintained control over the plaza's physical premises, presumably to avoid chaos. And it provided a hand crank so that groups could rig and raise their chosen flags. But it is Boston's control over the flags' content and meaning that here is key; that type of control would indicate that Boston meant to convey the flags' messages.

On this issue, Boston's record is thin. Boston says that all (or at least most) of the 50 unique flags it approved reflect particular city-approved values or views. Flying flags associated with other countries celebrated Bostonians' many different national origins; flying other flags, Boston adds, was not "wholly unconnected" from a diversity message or "some other day or cause the City or Commonwealth had already endorsed." Brief for Respondents 8, 35. That may well be true of the Pride Flag raised annually to commemorate Boston Pride Week. See Brief for Commonwealth of Massachusetts et al. as *Amici Curiae* 25–26 (citing reports that the then-mayor of Boston gave remarks as the Pride Flag was raised). But it is more difficult to discern a connection to the city as to, say, the Metro Credit Union flag raising, a ceremony by a local community bank.

***7** In any event, we do not settle this dispute by counting noses—or, rather, counting flags. That is so for several reasons. For one thing, Boston told the public that it sought "to accommodate all applicants" who wished to hold events at Boston's "public forums," including on City Hall Plaza. App. to Pet. for Cert. 137a. The application form asked only for contact information and a brief description of the event, with proposed dates and times. The city employee who handled applications testified by deposition that he had previously "never requested to review a flag or requested changes to a flag in connection with approval"; nor did he even see flags before the events. *Id.*, at 150a. The city's practice was to approve flag raisings, without exception. It has no record of denying a request until Shurtleff 's. Boston acknowledges it "hadn't spent a lot of time really thinking about" its flag-raising practices until this case. App. in No. 20–1158 (CA1), at 140 (Rooney deposition). True to its word, the city had nothing—no written policies or clear internal guidance—about what flags groups could fly and what those flags would communicate.

Compare the extent of Boston's control over flag raisings with the degree of government involvement in our most relevant precedents. In *Summum*, we emphasized that Pleasant Grove City always selected which monuments it would place in its park (whether or not the government funded those monuments), and it typically took ownership over them. 555 U.S. at 472–473, 129 S.Ct. 1125. In *Walker*, a state board "maintain[ed] direct control" over license plate designs by "actively" reviewing every proposal and rejecting at least a dozen. 576 U.S. at 213, 135 S.Ct. 2239. Boston has no comparable record.

The facts of this case are much closer to *Matal* v. *Tam*. There, we held that trademarks were not government speech because the Patent and Trademark Office registered all manner of marks and normally did not consider their viewpoint, except occasionally to turn away marks it deemed "offensive." 582 U. S., at ——, —— (slip op., at 14, 22). Boston's come-one-come-all attitude—except, that is, for Camp Constitution's religious flag—is similar.

Boston could easily have done more to make clear it wished to speak for itself by raising flags. Other cities' flag-flying policies support our conclusion. The City of San Jose, California, for example, provides in writing that its " 'flagpoles are not intended to serve as a forum for free expression by the public,' " and lists approved flags that may be flown " 'as an expression of the City's official sentiments.' " See Brief for Commonwealth of Massachusetts et al. as *Amici Curiae* 18.

All told, while the historical practice of flag flying at government buildings favors Boston, the city's lack of meaningful involvement in the selection of flags or the crafting of their messages leads us to classify the flag raisings as private, not government, speech—though nothing prevents Boston from changing its policies going forward.

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III

Last, we consider whether Boston's refusal to allow Shurtleff and Camp Constitution to raise their flag amounted to impermissible viewpoint discrimination.

Boston acknowledges that it denied Shurtleff 's request because it believed flying a religious flag at City Hall could violate the Establishment Clause. And it admits this concern proceeded from the premise that raising the flag would express government speech. See Brief in Opposition 23 (explaining that "viewpoint neutrality" was "incompatible" with Boston's view of its program). But we have rejected that premise in the preceding pages. We must therefore consider Boston's actions in light of our holding.

When a government does not speak for itself, it may not exclude speech based on "religious viewpoint"; doing so "constitutes impermissible viewpoint discrimination." *Good News Club v. Milford Central School*, 533 U.S. 98, 112, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001). Applying that rule, we have held, for example, that a public university may not bar student-activity funds from reimbursing only religious groups. See *Rosenberger*, 515 U.S. at 830–834, 115 S.Ct. 2510. Here, Boston concedes that it denied Shurtleff 's request solely because the Christian flag he asked to raise "promot[ed] a specific religion." App. to Pet. for Cert. 155a (quoting Rooney deposition). Under our precedents, and in view of our government-speech holding here, that refusal discriminated based on religious viewpoint and violated the Free Speech Clause.

* * *

***8** For the foregoing reasons, we conclude that Boston's flag-raising program does not express government speech. As a result, the city's refusal to let Shurtleff and Camp Constitution fly their flag based on its religious viewpoint violated the Free Speech Clause of the First Amendment. We reverse the First Circuit's contrary judgment and remand the case for further proceedings consistent with this opinion.

*It is so ordered.*

APPENDIX TO OPINION OF THE COURT

The flagpoles outside Boston City Hall fly the American flag, the Commonwealth of Massachusetts flag, and the city flag, side by side, on an ordinary day.



Source: Preservation Priorities, Boston Preservation Alliance (Feb. 3, 2022), https://boston-preservation. org/news-item/preservation-priorities-letter-mayor-wu

Justice KAVANAUGH, concurring.

This dispute arose only because of a government official's mistaken understanding of the Establishment Clause. A Boston official believed that the City would violate the Establishment Clause if it allowed a religious flag to briefly fly outside of City Hall as part of the flag-raising program that the City had opened to the public. So Boston granted requests to fly a variety of secular flags, but denied a request to fly a religious flag. As this Court has repeatedly made clear, however, a government does not violate the Establishment Clause merely because it treats religious persons, organizations, and speech equally with secular persons, organizations, and speech in public programs, benefits, facilities, and the like. See, *e.g.*, *Zelman v. Simmons-Harris*, 536 U.S. 639, 122 S.Ct. 2460, 153 L.Ed.2d 604 (2002). On the contrary, a government *violates* the Constitution when (as here) it *excludes* religious persons, organizations, or speech because of religion from public programs, benefits, facilities, and the like. See, *e.g.*, *Espinoza* v. *Montana Dept. of Revenue*, 591 U. S. —— (2020); *Good News Club v. Milford Central School*, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001); *McDaniel v. Paty*, 435

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U.S. 618, 98 S.Ct. 1322, 55 L.Ed.2d 593 (1978). Under the Constitution, a government may not treat religious persons, religious organizations, or religious speech as second-class.

Justice ALITO, with whom Justice THOMAS and Justice GORSUCH join, concurring in the judgment.

I agree with the Court's conclusion that Boston (hereafter City) violated the First Amendment's guarantee of freedom of speech when it rejected Camp Constitution's application to fly what it characterized as a "Christian flag." But I cannot go along with the Court's decision to analyze this case in terms of the triad of factors—history, the public's perception of who is speaking, and the extent to which the government has exercised control over speech —that our decision in *Walker v. Texas Div., Sons of Confederate Veterans, Inc.*, 576 U.S. 200, 135 S.Ct. 2239, 192 L.Ed.2d 274 (2015), derived from *Pleasant Grove City v. Summum*, 555 U.S. 460, 129 S.Ct. 1125, 172 L.Ed.2d 853 (2009). See *ante*, at 6–12*ante*, at 6–12. As the Court now recognizes, those cases did not set forth a test that always and everywhere applies when the government claims that its actions are immune to First Amendment challenge under the government-speech doctrine. And treating those factors as a test obscures the real question in government-speech cases: whether the government is *speaking* instead of regulating private expression.

I

The government-speech doctrine recognizes that the Free Speech Clause of the First Amendment "restricts government regulation of private speech" but "does not regulate government speech." *Summum*, 555 U.S. at 467, 129 S.Ct. 1125. That doctrine presents no serious problems when the government speaks in its own voice—for example, when an official gives a speech in a representative capacity or a governmental body issues a report. But courts must be very careful when a government claims that speech by one or more private speakers is actually government speech. When that occurs, it can be difficult to tell whether the government is using the doctrine "as a subterfuge for favoring certain private speakers over others based on viewpoint," *id.*, at 473, 129 S.Ct. 1125, and the government-speech doctrine becomes "susceptible to dangerous misuse," *Matal* v. *Tam*, 582 U. S. ——, —— – —— (2017) (slip op., at 13–14).

***9** In *Tam*, for example, the United States defended a statutory provision that permitted the Patent and Trademark Office to deny federal registration to "disparag[ing]" marks, 15 U.S.C. § 1052(a), on the theory that "the registration of a trademark converts the mark into government speech." 582 U. S., at —— (slip op., at 17). We rejected that argument and held that because the Government's role in registration was limited to applying a standard of assessment to marks generated by private parties, registered marks are not government speech. *Id.,* at —— – ——*Id.,* at —— – —— (slip op., at 12–14). But the Government's position had radical implications: If registration transforms trademarks into government speech, the same logic would presumably hold for other speech included on systems of government registration. Books on the copyright registry, for example, would count as the Government's own speech—presumably subject to editorial control. And the Government would be free to exclude authors from copyright protection based on their views. *Id.,* at —— – ——*Id.,* at —— – —— (slip op., at 17–18).

To prevent the government-speech doctrine from being used as a cover for censorship, courts must focus on the identity of the speaker. The ultimate question is whether the government is actually expressing its own views or the real speaker is a private party and the government is surreptitiously engaged in the "regulation of private speech." *Summum*, 555 U.S. at 467, 129 S.Ct. 1125. But our precedent has never attempted to specify a general method for deciding that question, and the Court goes wrong in proceeding as though our decisions in *Walker* and *Summum* settled on anything that might be considered a "government-speech analysis." *Ante*, at 6. In both cases, we employed a fact-bound totality-of-the-circumstances inquiry that relied on the factors that appeared helpful in evaluating whether the speech at issue was government or private speech. See *Walker*, 576 U.S. at 210–213, 135 S.Ct. 2239; *Summum*, 555 U.S. at 470–478, 129 S.Ct. 1125. We did not set out a test to be used in all government-speech cases, and we did not purport to define an exhaustive list of relevant factors. And in light of the ultimate focus of the government-speech inquiry, each of the factors mentioned in those cases could be relevant only insofar as it sheds light on the identity of the speaker. When considered in isolation from that inquiry, the factors central to *Walker* and *Summum* can lead a court astray.

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Consider first "the extent to which the government has actively shaped or controlled the expression." *Ante*, at 6. Government control over speech is relevant to speaker identity in that speech by a private individual or group cannot constitute government speech if the government does not attempt to control the message. But control is also an essential element of censorship. Consider this example. The British Licensing Act of 1737, 10 Geo. II c. 28, § 1, in 17 Eng. Stat. at Large 140 (1765), as amended by the Theatres Act of 1843, 6 & 7 Vict. c. 68, § 2 (1843), prohibited the performance of any "interlude, tragedy, comedy, opera, play, farce, or other entertainment" without a patent issued by the King of England or a "License from the Lord Chamberlain of Her Majesty's Household." *Ibid*. This regime attracted criticism precisely because it gave the Lord Chamberlain extensive "control over the nature and content," *ante,* at 6, of covered performances. One of the leading critics of the Act—the playwright George Bernard Shaw—was denied permission to perform several plays, including Mrs. Warren's Profession, The Shewing-up of Blanco Posnet, and Press Cuttings.[1] But had the Lord Chamberlain approved these plays, would anyone seriously maintain that those plays were thereby transmuted into the government's speech?

As this illustration shows, neither "control" nor "final approval authority" can in itself distinguish government speech from censorship of private speech, and analyzing that factor in isolation from speaker identity flattens the distinction between government speech and speech tolerated by the censor. And it is not as though "actively" exercising control over the "nature and content" of private expression makes a difference, as the Court suggests, *ibid.* Censorship is not made constitutional by aggressive and direct application.

***10** Next, turn to the history of the means of expression. *Ibid*. Historical practice can establish that a means of expression "*typically* represent[s] government speech." *Summum*, 555 U.S. at 470, 129 S.Ct. 1125 (emphasis added); *Tam*, 582 U. S., at —— (slip op., at 17). But in determining whether speech is the government's, the real question is not whether a form of expression is *usually* linked with the government but whether the speech *at issue* expresses the government's own message. Governments can put public resources to novel uses. And when governments allow private parties to use a resource normally devoted to government speech to express their own messages, the government cannot rely on historical expectations to pass off private speech as its own. Cf. *Summum*, 555 U.S. at 480, 129 S.Ct. 1125 (explaining that even though monuments in parks are normally government speech, that would not be true if "a town created a monument on which all of its residents (or all those meeting some other criterion) could place the name of a person to be honored or some other private message").

This case exemplifies the point. Governments have long used flags to express government messages, so this factor provides prima facie support for Boston's position under the Court's mode of analysis. *Ante*, at 7–9. But on these facts, the history of flags clearly cannot have any bearing on whether the flag displays express the City's own message. The City put the flagpoles to an unorthodox use—allowing private parties to use the poles to express messages that were not formulated by City officials. Treating this factor as significant in that circumstance loads the dice in favor of the government's position for no obvious reason.

Now consider the third factor: "the public's likely perception as to who (the government or a private person) is speaking." *Ante*, at 6. Our earlier government-speech precedents recognized that "the correct focus" of the government-speech inquiry "is not on whether the ... reasonable viewer would identify the speech as the government's," *Johanns v. Livestock Marketing Assn.*, 544 U.S. 550, 564, n. 7, 125 S.Ct. 2055, 161 L.Ed.2d 896 (2005), and with good reason. Unless the public is assumed to be omniscient, public perception cannot be relevant to whether the government *is* speaking, as opposed merely *appearing* to speak. Focusing on public perception encourages courts to categorize private expression as government speech in circumstances in which the public is liable to misattribute that speech to the government. This case once again provides an apt illustration. As the Court rightly notes, "[a] passerby on Cambridge Street" confronted with a flag flanked by government flags standing just outside the entrance of Boston's seat of government would likely conclude that all of those flags "conve[y] some message on the government's behalf." *Ante*, at 9 (internal quotation marks omitted). If that is the case, this factor supports the exclusion of private parties from using the flagpoles even though the government allows private parties to use the flagpoles to express private messages, presumably because those messages may be erroneously attributed to the government. But there is no obvious reason why a government should be entitled to suppress private views that might be attributed to it by engaging in viewpoint discrimination. The government can always disavow any messages that might be mistakenly attributed to it.

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The factors relied upon by the Court are thus an uncertain guide to speaker identity. But beyond that, treating these factors as a freestanding test for the existence of government speech artificially separates the question whether the government is speaking from whether the government is facilitating or regulating private speech. Under the Court's factorized approach, government speech occurs when the government exercises a "sufficient" degree of control over speech that occurs in a setting connected with government speech in the eyes of history and the contemporary public, regardless of whether the government is actually merely facilitating private speech. This approach allows governments to exploit public expectations to mask censorship.

***11** And like any factorized analysis, this approach cannot provide a principled way of deciding cases. The Court's analysis here proves the point. The Court concludes that two of the three factors—history and public perception—favor the City. But it nonetheless holds that the flag displays did not constitute government speech. Why these factors drop out of the analysis—or even do not justify a contrary conclusion—is left unsaid. This cannot be the right way to determine when governmental action is exempt from the First Amendment.

II

A

I would resolve this case using a different method for determining whether the government is speaking. In my view, the minimum conditions that must be met for expression to count as "government speech" can be identified by considering the definition of "government speech" and the rationale for the government-speech doctrine. Under the resulting view, government speech occurs if—but only if—a government purposefully expresses a message of its own through persons authorized to speak on its behalf, and in doing so, does not rely on a means that abridges private speech.

Defined in literal terms, "government speech" is "speech" spoken by the government. "Speech," as that term is used in our First Amendment jurisprudence, refers to expressive activity that is "intended to be communicative" and, "in context, would reasonably be understood ... to be communicative." *Clark v. Community for Creative Non-Violence*, 468 U.S. 288, 294, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984); see also *Hurley v. Irish-American Gay, Lesbian and Bisexual Group of Boston*, Inc., 515 U.S. 557, 569, 115 S.Ct. 2338, 132 L.Ed.2d 487 (1995). Our government-speech precedents have worked with largely the same definition. See, *e.g.*, *Summum*, 555 U.S. at 472, 129 S.Ct. 1125 (accepting monument for placement in a city park "constitute[d] government speech" because the monuments were "meant to convey and have the effect of conveying a government message"); *Walker*, 576 U.S. at 214, 135 S.Ct. 2239 (similar). And although this definition of "speech" is not fully precise, the purposeful communication of the speaker's own message generally qualifies as "speech."

For "speech" to be spoken by the government, the relevant act of communication must be government action. Governments are not natural persons and can only communicate through human agents who have been given the power to speak for the government. When individuals charged with speaking on behalf of the government act within the scope of their power to do so, they "are not speaking as citizens for First Amendment purposes." *Garcetti v. Ceballos*, 547 U.S. 410, 421, 126 S.Ct. 1951, 164 L.Ed.2d 689 (2006). And because "speech" requires the purposeful communication of the speaker's own message, the message expressed must have been formulated by a person with the power to determine what messages the government will communicate. In short, the government must "se[t] the overall message to be communicated" through official action. *Johanns*, 544 U.S. at 562, 125 S.Ct. 2055.

Government speech is thus the purposeful communication of a governmentally determined message by a person exercising a power to speak for a government. But not all governmental activity that qualifies as "government speech" in this literal and factual sense is exempt from First Amendment scrutiny. For although we have said that the Free Speech Clause "has no application" when a government is "engaging in [its] own expressive conduct," *Summum*, 555 U.S. at 467, 129 S.Ct. 1125, we have also recognized that "the Free Speech Clause itself may constrain the government's speech" under certain conditions, as when a "government seeks to compel private persons to convey the government's speech." *Walker*, 576 U.S. at 208, 135 S.Ct. 2239; see also *Wooley v. Maynard*, 430 U.S. 705, 97 S.Ct. 1428, 51 L.Ed.2d 752 (1977); *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 63 S.Ct. 1178, 87 L.Ed. 1628 (1943).

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***12** That is because the government-speech doctrine is not based on the view—which we have neither accepted nor rejected—that governmental entities have First Amendment rights. See *United States v. American Library Assn., Inc.*, 539 U.S. 194, 210–211, 123 S.Ct. 2297, 156 L.Ed.2d 221 (2003); *Columbia Broadcasting System, Inc. v. Democratic National Committee*, 412 U.S. 94, 139, and n. 7, 93 S.Ct. 2080, 36 L.Ed.2d 772 (1973) (Stewart, J., concurring).[2] Instead, the doctrine is based on the notion that governmental communication—and the exercise of control over those charged by law with implementing a government's communicative agenda—do not normally "restrict the activities of ... persons acting as private individuals." *Rust v. Sullivan*, 500 U.S. 173, 198–199, 111 S.Ct. 1759, 114 L.Ed.2d 233 (1991); see also *Summum*, 555 U.S. at 467, 129 S.Ct. 1125 ("The Free Speech Clause restricts government regulation of private speech"); *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 833–835, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995). So government speech in the literal sense is not exempt from First Amendment attack if it uses a means that restricts private expression in a way that "abridges" the freedom of speech, as is the case with compelled speech. Were it otherwise, virtually every government action that regulates private speech would, paradoxically, qualify as government speech unregulated by the First Amendment. Naked censorship of a speaker based on viewpoint, for example, might well constitute "expression" in the thin sense that it conveys the government's disapproval of the speaker's message. But plainly that kind of action cannot fall beyond the reach of the First Amendment.

It follows that to establish that expression constitutes government speech exempt from First Amendment attack, the government must satisfy two conditions. First, it must show that the challenged activity constitutes government speech in the literal sense—purposeful communication of a governmentally determined message by a person acting within the scope of a power to speak for the government. Second, the government must establish it did not rely on a means that abridges the speech of persons acting in a private capacity. It is only then that "the Free Speech Clause has no application." *Summum*, 555 U.S. at 467, 129 S.Ct. 1125.

This framework explains the conditions under which government communication that relies on private parties can constitute government speech. Our precedents recognize two ways in which a government can speak using private assistance. First, the government can prospectively "enlis[t] private entities to convey its own message," *Rosenberger*, 515 U.S. at 833, 115 S.Ct. 2510, by deputizing private persons as its agents. See *Johanns*, 544 U.S. at 560–562, and n. 4, 125 S.Ct. 2055; *Rust*, 500 U.S. at 192–200, 111 S.Ct. 1759. In that kind of situation, private persons assume a public or quasi-public capacity that empowers them to speak on behalf of the government. So long as this responsibility is voluntarily assumed, speech by a private party within the scope of his power to speak for the government constitutes government speech.

Second, the government can "adop[t]" a medium of expression created by a private party and use it to express a government message. *Summum*, 555 U.S. at 473–474, 129 S.Ct. 1125. In that circumstance, private parties are not deputized by the government; instead a private person generates a medium of expression and transfers it to the government. *Id.*, at 472–474, 129 S.Ct. 1125. For the adopted expression to qualify as the government's, the private party must alienate control over the medium of expression to the government. And government actors must put the medium to use to intentionally express a government message. Compare *id.*, at 473–475, 129 S.Ct. 1125 (holding that a government adopted donated monument because it "took ownership of that monument and put it on permanent display in a park that it owns and manages"), with *Tam*, 582 U. S., at ——, —— – —— (slip op., at 5, 12–15) (no adoption occurred because governments neither produced nor took ownership of privately generated trademarks). Otherwise, the government is simply providing a forum for private parties to submit their own productions and usual First Amendment principles apply. And to avoid running afoul of the prohibition on compelled speech, that alienation must be voluntary.[3]

***13** This approach also explains the circumstances in which we have concluded that the government is *not* speaking. We have repeatedly held that the government-speech doctrine does not extend to private-party speech that is merely subsidized or otherwise facilitated by the government. See, *e.g.*, *Legal Services Corporation v. Velazquez*, 531 U.S. 533, 542, 121 S.Ct. 1043, 149 L.Ed.2d 63 (2001); *Board of Regents of Univ. of Wis. System v. Southworth*, 529 U.S. 217, 229, 120 S.Ct. 1346, 146 L.Ed.2d 193 (2000);

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*Rosenberger*, 515 U.S. at 833–834, 115 S.Ct. 2510. Facilitating speech by private persons cannot constitute government speech unless the government assigns a power to speak to those persons or appropriates the products of their expressive activity to express its own message. When the government's role is limited to applying a standard of assessment to determine a speaker's eligibility for a benefit, the government is regulating private speech, and ordinary First Amendment principles apply. *Tam*, 582 U. S., at —— – —— (slip op., at 13–14).

For analogous reasons, private-party expression in any type of forum recognized by our precedents does not constitute government speech. A forum, by definition, is a space for private parties to express their own views. The government can of course speak as a participant in a forum, but the creation of a space for private discourse does not involve expressing a governmental message, deputizing private parties to express it, or adopting a private party's contribution as a vehicle of government speech. So when examination of the government's "policy and practice" indicates that the government has "intentionally open[ed] a nontraditional forum for public discourse," a court may immediately infer that private-party expression in the forum is not government speech. *Cornelius v. NAACP Legal Defense & Ed. Fund, Inc.*, 473 U.S. 788, 802, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985). There is no need to consider history, public perception, or control in the abstract.

B

Analyzed under this framework, the flag displays were plainly private speech within a forum created by the City, not government speech. The record attests that the City's application materials—which were the only written form of guidance available on the program prior to the adoption of a written policy in 2018—characterized the flagpoles as one of the City's "public forums." App. to Pet. for Cert. 137a. The application guidelines did not enumerate any criteria for access to the flagpoles that go beyond those typical of a resource that has been made generally available to the public. *Id.*, at 137a–140a. The first rejection of an application was the denial of Camp Constitution's application in 2017. *Id.*, at 150a–158a. Prior to then, the City never rejected any request to raise a flag submitted by any private party. And private speakers accounted for 78% of the flag-raising applicants. See Reply Brief 8.

A program with this design cannot possibly constitute government speech. The City did nothing to indicate an intent to communicate a message. *Clark*, 468 U.S. at 294, 104 S.Ct. 3065. Nor did it deputize private speakers or appropriate private-party expressive content. The flags flown reflected a dizzying and contradictory array of perspectives that cannot be understood to express the message of a single speaker. For example, the City allowed parties to fly the gay pride flag, App. to Pet. for Cert. 142a, but it allowed others to fly the flag of Ethiopia, *id.*, at 174a, a country in which "homosexual act[s]" are punishable by "imprisonment for not less than one year." The Crim. Code of Fed. Democratic Republic of Eth. 2004, Arts. 629 and 630, Proclamation No. 414/2004. Indeed, the City disclaimed virtually all messages expressed by characterizing the flagpoles as a "public forum" and adopting access criteria consistent with generalized public use. The City's policy and practice thus squarely indicate an intent to open a public forum for any private speakers who met the City's basic criteria. The requirement of viewpoint neutrality applies to any forum of this kind. *Cornelius*, 473 U.S. at 802, 105 S.Ct. 3439.

***14** As the Court rightly holds, denying Shurtleff 's application to use that forum constituted impermissible viewpoint discrimination. *Ante*, at 12–13. The City's stated reason for rejecting Camp Constitution's application was an unwritten "policy and practice" of " 'refrain[ing] from flying non-secular flags on the City Hall flagpoles.' " App. to Pet. for Cert. 153a–154a. But as we have recognized, religion constitutes a viewpoint, and "speech discussing otherwise permissible subjects cannot be excluded from a limited public forum on the ground that the subject is discussed from a religious point of view." *Good News Club v. Milford Central School*, 533 U.S. 98, 112, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001); *Rosenberger*, 515 U.S. at 835, 115 S.Ct. 2510.

The City's decision was grounded in a belief that "[e]stablished First Amendment jurisprudence" prohibits a government from allowing a private party to "fly a [r]eligious flag on public property." App. to Pet. for Cert. 153a–154a. But "[m]ore than once," this Court has "rejected the position that the Establishment Clause even justifies, much less requires, a refusal to extend free speech rights to religious speakers who participate in broad-reaching government programs neutral in design." *Rosenberger*, 515 U.S. at 839, 115 S.Ct. 2510;

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see also *Good News Club*, 533 U.S. at 112, 121 S.Ct. 2093; *Lamb's Chapel* v. *Center Moriches Union Free School Dist.*, 508 U.S. 384, 113 S.Ct. 2141, 124 L.Ed.2d 352 (1993). Indeed, excluding religious messages from public forums that are open to other viewpoints is a "denial of the right of free speech" indicating "hostility to religion" that would "undermine the very neutrality the Establishment Clause requires." *Rosenberger*, 515 U.S. at 845–846, 115 S.Ct. 2510; see also *Board of Ed. of Westside Community Schools Dist. 66) v. Mergens*(, 496 U.S. 226, 248, 110 S.Ct. 2356, 110 L.Ed.2d 191 (1990) (plurality opinion).

Although developments in City policy postdating the denial of Shurtleff 's application are not relevant to whether that act constituted a First Amendment violation, it should be emphasized that the City's adoption of a written policy in October 2018 did not to convert the flag displays into government speech. The policy's principal provision specified that the City will not "display flags deemed to be inappropriate or offensive in nature or those supporting discrimination, prejudice, or religious" viewpoints. App. in No. 20–1158 (CA1), p. 570 (App).[4] That provision did not identify a message the City intended to express; it simply codified the City's prior exclusion of speakers expressing a "religious viewpoint" and extended it to messages deemed "offensive," despite the "bedrock First Amendment principle" that "[s]peech may not be banned on the ground that it expresses ideas that offend." *Tam*, 582 U. S., at ——— – ——— (slip op., at 1–2).

***15** In briefing before this Court, counsel for the City argued that despite all appearances to the contrary, the City actually *did* intend to express a message through the flag-raising program: The City's support for "the diverse national heritage of the City's population." Brief for Respondents 19. All other flag raisings, the City claims, occurred "in connection with some publicly designated date of observance." *Ibid.* This argument is a transparent attempt to reverse engineer a governmental message from facts about the flag raisings that occurred. It is true that many of the flag raisings from 2007 to 2015 celebrated nationalities. App. to Pet. for Cert. 173a–187a. But these events were conducted by private organizations to express their own support for the relevant national communities. Neither the City's application guidance nor the 2018 written policy singled out a connection with a nationality commemoration as a condition of access to the flagpoles. The City never cited this purported requirement in its rejection of the applications it denied. And the City approved flags that had nothing to do with nationality or official holidays, such as the "Metro Credit Union Flag Raising" mentioned by the Court.

Even if the City *had* reserved the flagpoles for nationality commemorations and official holidays, that would only mean that the City had reserved the flagpoles "for certain groups or for the discussion of certain topics" and created a nonpublic forum, not that it had engaged in government speech. *Rosenberger*, 515 U.S. at 829, 115 S.Ct. 2510; see also *Perry Ed. Assn. v. Perry Local Educators' Assn.*, 460 U.S. 37, 49, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983) ("Implicit in the concept of the nonpublic forum is the right to make distinctions in access on the basis of subject matter and speaker identity"). Had the City restricted use of the flagpoles to these subject matters, it could have relied on the forum's topical limitations to deny applications to host events. But it could not have employed viewpoint-discriminatory criteria to bar otherwise-eligible speakers from expressing their own views on those subjects.

On this record, however, the only viable inference is that the City had no policy restricting access to the forum apart from the modest access conditions articulated in the application materials. Having created a forum with those characteristics, the City could not reject Shurtleff 's application on account of the religious viewpoint he intended to express. For that reason, I agree with the Court's ultimate conclusion and concur in the judgment.

Justice GORSUCH, with whom Justice THOMAS joins, concurring in the judgment.

The real problem in this case doesn't stem from Boston's mistake about the scope of the government speech doctrine or its error in applying our public forum precedents. The trouble here runs deeper than that. Boston candidly admits that it refused to fly the petitioners' flag while allowing a secular group to fly a strikingly similar banner. And the city admits it did so for one reason and one reason only: It thought displaying the petitioners' flag would violate " 'the [C]onstitution's [E]stablishment [C]lause.' " App. to Pet. for Cert. 157a; see also *id.*, at 153a–154a. That decision led directly to this lawsuit, all the years of litigation that followed, and the city's loss today. Not a single Member of the Court seeks to defend Boston's view that a municipal policy allowing all groups to fly their flags, secular and religious alike, would offend the Establishment Clause.

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How did the city get it so wrong? To be fair, at least some of the blame belongs here and traces back to *Lemon* v. *Kurtzman*, 403 U. S. 602 (1971). Issued during a " 'bygone era' " when this Court took a more freewheeling approach to interpreting legal texts, *Food Marketing Institute* v. *Argus Leader Media*, 588 U. S. ——, —— (2019) (slip op., at 8), *Lemon* sought to devise a one-size-fits-all test for resolving Establishment Clause disputes. That project bypassed any inquiry into the Clause's original meaning. It ignored longstanding precedents. And instead of bringing clarity to the area, *Lemon* produced only chaos. In time, this Court came to recognize these problems, abandoned *Lemon*, and returned to a more humble jurisprudence centered on the Constitution's original meaning. Yet in this case, the city chose to follow *Lemon* anyway. It proved a costly decision, and Boston's travails supply a cautionary tale for other localities and lower courts.

*

***16** To see how all this unfolded, start with *Lemon* itself. *Lemon* held out the promise that any Establishment Clause dispute could be resolved by following a neat checklist focused on three questions: (1) Did the government have a secular purpose in its challenged action? (2) Does the effect of that action advance or inhibit religion? (3) Will the government action "excessive[ly] ... entangl[e]" church and state? 403 U. S., at 612–613 (internal quotation marks omitted). But from the start, this seemingly simple test produced more questions than answers. How much religion-promoting purpose is too much? Are laws that serve both religious and secular purposes problematic? How much of a religion-advancing effect is tolerable? What does "excessive entanglement" even mean, and what (if anything) does it add to the analysis? Putting it all together, too, what is a court to do when *Lemon*'s three inquiries point in conflicting directions? More than 50 years later, the answers to all these questions remain unknown.

The only sure thing *Lemon* yielded was new business for lawyers and judges. Before *Lemon*, this Court had never held a flag or other similar public display to constitute an unconstitutional "establishment" of religion. See Congressional Research Service, C. Brougher, Public Display of the Ten Commandments and Other Religious Symbols 1–2 (2011) (Brougher); M. McConnell, No More (Old) Symbol Cases, 2019 Cato Sup. Ct. Rev. 91 (2019) (Symbol Cases). After *Lemon*, cases challenging public displays under the Establishment Clause came fast and furious. And just like the test itself, the results proved a garble. May a State or local government display a Christmas nativity scene? Some courts said yes, others no. [1] How about a menorah? Again, the answers ran both ways. [2] What about a city seal that features a cross? Good luck. [3]

If anything, the confusion grew with time. In the years following *Lemon*, this Court modified its "effects" test by requiring lower courts to ask whether a "reasonable observer" would consider the government's challenged action to be an "endorsement" of religion. See, *e.g.*, *County of Allegheny v. American Civil Liberties Union, Greater Pittsburgh Chapter*, 492 U.S. 573, 593, 109 S.Ct. 3086, 106 L.Ed.2d 472 (1989); *id.*, at 630, 109 S.Ct. 3086 (O'Connor, J., concurring in part and concurring in judgment). But rather than fix *Lemon*'s problems, this new gloss compounded them. Some argued that any reasonable observer worthy of the name would consider all the relevant facts and law, just as a judge or jury must. See *Capitol Square Review and Advisory Bd. v. Pinette*, 515 U.S. 753, 778–781, 115 S.Ct. 2440, 132 L.Ed.2d 650 (1995) (O'Connor, J., concurring in part). Others suggested that a reasonable observer could make mistakes about the law or fail to consider all the facts. See, *e.g.*, *American Atheists, Inc. v. Duncan*, 616 F.3d 1145, 1160–1161 (CA10 2010). And that suggestion only raised even more questions. Just how mistake-prone might an observer be and still qualify as reasonable? On what authority may courts exercise the awesome power of judicial review to declare a duly enacted law unconstitutional thanks only to (admitted) errors about the relevant facts or law? See *American Atheists, Inc. v. Davenport*, 637 F.3d 1095, 1108–1110 (CA10 2010) (Gorsuch, J., dissenting from denial of rehearing en banc).

***17** Ultimately, *Lemon* devolved into a kind of children's game. Start with a Christmas scene, a menorah, or a flag. Then pick your own "reasonable observer" avatar. In this game, the avatar's default settings are lazy, uninformed about history, and not particularly inclined to legal research. His default mood is irritable. To play, expose your avatar to the display and ask for his reaction. How does he *feel* about it? Mind you: Don't ask him whether the proposed display actually amounts to an establishment of religion. Just ask him if he *feels* it "endorses" religion. If so, game over.

Faced with such a malleable test, risk-averse local officials found themselves in an ironic bind. To avoid Establishment Clause liability, they sometimes felt they had to discriminate

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against religious speech and suppress religious exercises. But those actions, in turn, only invited liability under other provisions of the First Amendment. The hard truth is, *Lemon*'s abstract and ahistoric test put "[p]olicymakers ... in a vise between the Establishment Clause on one side and the Free Speech and Free Exercise Clauses on the other." *Pinette*, 515 U.S. at 767–768, 115 S.Ct. 2440 (plurality opinion).

Our case illustrates the problem. The flags of many nations bear religious symbols. So do the flags of various private groups. Historically, Boston has allowed them all. The city has even flown a flag with a cross nearly identical in size to the one on petitioners' flag. It was a banner presented by a secular group to commemorate the Battle of Bunker Hill. See Appendix, *infra* (photographs). Yet when the petitioners offered their flag, the city flinched. Perhaps it worried: Would the assigned judge's imagined "reasonable observer" bother to learn about its generous policy for secular groups? Would this observer take the trouble to consult the long tradition in this country allowing comparable displays? Or would he turn out to be an uninformed passerby offended by the seeming incongruity of a new flag flying beside those of the city, State, and Nation? Who could tell. Better to err on the safe side and reject the petitioners' flag. As it turned out, though, that route only invited years of litigation and a unanimous adverse decision because no government may discriminate against religious speech in a public forum. To avoid a spurious First Amendment problem, Boston wound up inviting a real one. Call it a *Lemon* trade. [4]

*

***18** While it is easy to see how *Lemon* led to a strange world in which local governments have sometimes violated the First Amendment in the name of protecting it, less clear is why this state of affairs still persists. *Lemon* has long since been exposed as an anomaly and a mistake.

From the birth of modern Establishment Clause litigation in *Everson* v. *Board of Ed. of Ewing*, this Court looked primarily to historical practices and analogues to guide its analysis. 330 U.S. 1, 9–15, 67 S.Ct. 504, 91 L.Ed. 711 (1947). So, for example, while the dissent in *Everson* disagreed with some of the majority's conclusions about what qualifies as an establishment of religion, it readily agreed that "[n]o provision of the Constitution is more closely tied to or given content by its generating history than the religious clause of the First Amendment." *Id.*, at 33–49, 67 S.Ct. 504 (Rutledge, J., dissenting). This approach fit, too, with this Court's usual course in other areas. Often, we have looked to early and long-continued historical practices as evidence of the Constitution's meaning at the time of its adoption. [5] And, in the years following *Everson*, the Court followed this same path when interpreting the Establishment Clause. Agree or disagree with the conclusions in these cases, there can be little doubt that the Court approached them in large part using history as its guide. [6]

*Lemon* interrupted this long line of precedents. It offered no plausible reason for ignoring their teachings. And, as we have seen, the ahistoric alternative it offered quickly proved both unworkable in practice and unsound in its results. Nor is it as if *Lemon* vanquished the field even during its heyday. Often, this Court continued to look to history to resolve certain Establishment Clause disputes outside the context of religious displays. [7] And several early decisions applying *Lemon* were themselves rapidly overruled in part or in whole. [8] All of which in time led Justice after Justice to conclude that *Lemon* was "flawed in its fundamentals," "unworkable in practice," and "inconsistent with our history and our precedents." *County of Allegheny*, 492 U.S. at 655, 669, 109 S.Ct. 3086 (Kennedy, J., concurring in judgment in part and dissenting in part). [9]

***19** Recognizing *Lemon*'s flaws, this Court has not applied its test for nearly two decades. In *Town of Greece* v. *Galloway*, this Court declined an invitation to use the *Lemon* test. See 572 U.S. 565, 577, 134 S.Ct. 1811, 188 L.Ed.2d 835 (2014); Brief for Respondents in *Town of Greece* v. *Galloway*, O. T. 2013, No. 12–696, pp. 58–60. Instead, the Court explained that the primary question in Establishment Clause cases is whether the government's conduct "accords with history and faithfully reflects the understanding of the Founding Fathers." 572 U.S. at 577, 134 S.Ct. 1811 (internal quotation marks omitted). The Court observed that this form of analysis represents the rule rather than "an exception" within the "Court's Establishment Clause jurisprudence." *Id.*, at 575–577, 134 S.Ct. 1811 (internal quotation marks omitted).

In *American Legion* v. *American Humanist Association* we underscored the message. 588 U. S. ——, —— (2019)

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(plurality opinion) (slip op., at 25). Again we expressly refused to apply *Lemon*, this time in a challenge to a public display—the very kind of dispute *Lemon*'s test ushered into existence and where it once held sway. 588 U. S., at —— – —— (slip op., at 13–16). Again we explained that "[i]f the *Lemon* Court thought that its test would provide a framework for all future Establishment Clause decisions, its expectation has not been met." [10] *Id.*, at —— (slip op., at 13). And again we stressed that the right place to look for guidance lies in " ' "historical practices and understandings." ' " *Id.*, at —— (slip op., at 25) (quoting *Town of Greece*, 572 U.S. at 576, 134 S.Ct. 1811).

*

With all these messages directing and redirecting the inquiry to original meaning as illuminated by history, why did Boston still follow *Lemon* in this case? Why do other localities and lower courts sometimes do the same thing, allowing *Lemon* even now to "si[t] up in its grave and shuffl[e] abroad"? *Lamb's Chapel* v. *Center Moriches Union Free School Dist.*, 508 U.S. 384, 398, 113 S.Ct. 2141, 124 L.Ed.2d 352 (1993) (Scalia, J., concurring in judgment). There may be other contributing factors, but let me address two.

First, it's hard not to wonder whether some simply prefer the policy outcomes *Lemon* can be manipulated to produce. Just dial down your hypothetical observer's concern with facts and history, dial up his inclination to offense, and the test is guaranteed to spit out results more hostile to religion than anything a careful inquiry into the original understanding of the Constitution could sustain. *Lemon* may promote an unserious, results-oriented approach to constitutional interpretation. But for some, that may be more a virtue than a vice.

There is more than a little in the record before us to suggest this line of thinking. As city officials tell it, Boston did not want to " 'display flags deemed to be inappropriate or offensive in nature or those supporting discrimination, prejudice, or religious movements.' " App. to Pet. for Cert. 160a. Instead, the city wanted to celebrate only "a particular kind of diversity." Tr. of Oral Arg. 85–86. And if your policy goal is to lump in religious speech with fighting words and obscenity, if it is to celebrate only a "particular" type of diversity consistent with popular ideology, the First Amendment is not exactly your friend. Dragging *Lemon* from its grave may be your only chance.

***20** To the extent this is why some still invoke *Lemon* today, it reflects poorly on us all. Through history, the suppression of unpopular religious speech and exercise has been among the favorite tools of petty tyrants. See *Pinette*, 515 U.S. at 760, 115 S.Ct. 2440; *Feldman v. United States*, 322 U.S. 487, 501, 64 S.Ct. 1082, 88 L.Ed. 1408 (1944) (Black, J., dissenting). Our forebears resolved that this Nation would be different. Here, they resolved, each individual would enjoy the right to make sense of his relationship with the divine, speak freely about man's place in creation, and have his religious practices treated with respect. See *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624, 642, 63 S.Ct. 1178, 87 L.Ed. 1628 (1943). The day governments in this country forage for ways to abandon these foundational promises is a dark day for the cause of individual freedom.

Besides, even for those whose policy ambitions run in this direction, invoking *Lemon* is a myopic tactic. For as long as the First Amendment means anything, government policies that discriminate against religious speech and exercise will only invite litigation and result in losses like Boston's. Today's case is just one more in a long line of reminders about the costs associated with governmental efforts to discriminate against disfavored religious speakers. See *Good News Club v. Milford Central School*, 533 U.S. 98, 120, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001); *Lamb's Chapel*, 508 U.S. at 392–397, 113 S.Ct. 2141; *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 823–824, 845–846, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995).

Second, it seems that *Lemon* may occasionally shuffle from its grave for another and more prosaic reason. By demanding a careful examination of the Constitution's original meaning, a proper application of the Establishment Clause no doubt requires serious work and can pose its challenges. *Lemon*'s abstract three-part test may seem a simpler and tempting alternative to busy local officials and lower courts. But if this is part of the problem, it isn't without at least a partial remedy. For our constitutional history contains some helpful hallmarks that localities and lower courts can rely on.

Beyond a formal declaration that a religious denomination was in fact the established church, it seems that founding-era religious establishments often bore certain other telling traits. See M. McConnell, Establishment and Disestablishment at the Founding, Part I: Establishment of Religion, 44 Wm. &

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Mary L. Rev. 2105, 2110–2112, 2131 (2003) (Establishment and Disestablishment). First, the government exerted control over the doctrine and personnel of the established church. Second, the government mandated attendance in the established church and punished people for failing to participate. Third, the government punished dissenting churches and individuals for their religious exercise. Fourth, the government restricted political participation by dissenters. Fifth, the government provided financial support for the established church, often in a way that preferred the established denomination over other churches. And sixth, the government used the established church to carry out certain civil functions, often by giving the established church a monopoly over a specific function. See *id.*, at 2131–2181. Most of these hallmarks reflect forms of "coerc[ion]" regarding "religion or its exercise." *Lee v. Weisman*, 505 U.S. 577, 587, 112 S.Ct. 2649, 120 L.Ed.2d 467 (1992); *id.*, at 640, 112 S.Ct. 2649 (Scalia, J., dissenting); *Van Orden*, 545 U.S. at 693, 125 S.Ct. 2854 (THOMAS, J., concurring).

These traditional hallmarks help explain many of this Court's Establishment Clause cases, too. This Court, for example, has held unlawful practices that restrict political participation by dissenters, including rules requiring public officials to proclaim a belief in God. See *Torcaso v. Watkins*, 367 U.S. 488, 490, 81 S.Ct. 1680, 6 L.Ed.2d 982 (1961). It has checked government efforts to give churches monopolistic control over civil functions. See *Larkin v. Grendel's Den, Inc.*, 459 U.S. 116, 127, 103 S.Ct. 505, 74 L.Ed.2d 297 (1982). At the same time, it has upheld nondiscriminatory public financial support for religious institutions alongside other entities. See *Espinoza* v. *Montana Dept. of Revenue*, 591 U. S. ——, ——– —— (2020) (slip op., at 18–22); *Trinity Lutheran Church of Columbia, Inc.* v. *Comer*, 582 U. S. ——, ——– —— (2017) (slip op., at 14–15); *Zelman v. Simmons-Harris*, 536 U.S. 639, 662–663, 122 S.Ct. 2460, 153 L.Ed.2d 604 (2002). The thread running through these cases derives directly from the historical hallmarks of an establishment of religion—government control over religion offends the Constitution, but treating a church on par with secular entities and other churches does not. See Establishment and Disestablishment 2205–2208.

***21** These historical hallmarks also help explain the result in today's case and provide helpful guidance for those faced with future disputes like it. As a close look at these hallmarks and our history reveals, "[n]o one at the time of the founding is recorded as arguing that the use of religious symbols in public contexts was a form of religious establishment." Symbol Cases 107. For most of its existence, this country had an "unbroken history of official acknowledgment by all three branches of government of the role of religion in American life." *Lynch*, 465 U.S. at 674, 104 S.Ct. 1355.[11] In fact and as we have seen, it appears that, until *Lemon*, this Court had never held the display of a religious symbol to constitute an establishment of religion. See Brougher 1–2; Symbol Cases 91. The simple truth is that no historically sensitive understanding of the Establishment Clause can be reconciled with a rule requiring governments to "roa[m] the land, tearing down monuments with religious symbolism and scrubbing away any reference to the divine." *American Legion*, 588 U. S., at —— (slip op., at 20). Our Constitution was not designed to erase religion from American life; it was designed to ensure "respect and tolerance." *Id.*, at —— (slip op., at 31).

*

To justify a policy that discriminated against religion, Boston sought to drag *Lemon* once more from its grave. It was a strategy as risky as it was unsound. *Lemon* ignored the original meaning of the Establishment Clause, it disregarded mountains of precedent, and it substituted a serious constitutional inquiry with a guessing game. This Court long ago interred *Lemon*, and it is past time for local officials and lower courts to let it lie.

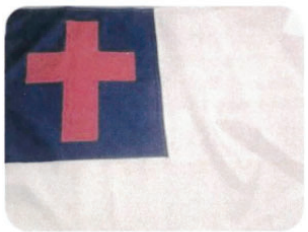
APPENDIX TO OPINION OF GORSUCH, J

The Bunker Hill Flag



Source: App. to Pet. for Cert. 146a

The Camp Constitution Flag



Source: App. to Pet. for Cert. 132a

**All Citations**

--- S.Ct. ----, 2022 WL 1295700

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## Footnotes

* The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U.S. 321, 337, 26 S.Ct. 282, 50 L.Ed. 499.

1 See generally L. Hugo, Edwardian Shaw: The Writer and His Age 197–230 (1999).

2 The text of the First Amendment also seems to exclude the possibility that the Federal Government has a constitutional right to speak, since it prohibits "Congress" and other federal entities and actors from "abridging the freedom of speech." A different analysis might be called for in a case in which the Federal Government attempts to restrict the speech of another sovereign. If the States had First Amendment rights against the Federal Government at the time of ratification, it is not obvious why that right would be eliminated by the incorporation of the speech rights of *private* citizens against the States through the Fourteenth Amendment.

3 The place of *Walker* within this framework warrants comment. In that case, properly understood, the government claimed to have adopted specialty-license-plate designs submitted by private parties and actually did "ow[n] the designs on its license plates," *Walker v. Texas Div., Sons of Confederate Veterans, Inc.*, 576 U.S. 200, 212, 135 S.Ct. 2239, 192 L.Ed.2d 274 (2015). But it was not obvious how designs such as "Rather Be Golfing" could possibly express a government message. *Id.,* at 222, 135 S.Ct. 2239 (ALITO, J., dissenting). In other words, although the private parties alienated control over the plate designs, the government did not have any purpose to communicate, and instead allowed private parties to use personal plates to communicate their own messages. This expansive understanding of government speech by adoption should be confined to government-issued IDs. As we have said, *Walker* "likely marks the outer bounds of the government-speech doctrine." *Matal* v. *Tam*, 582 U. S. ——, —— (2017) (slip op., at 17).

4 The policy included six other rules specifying that: (1) flag raisings must occur on "a normal business work day, generally between the hours of 10:00 am and 3:00 pm"; (2) flag raisings must be open to the public and "[g]uests must adhere to the City of Boston policy not to discriminate on the basis of sex, race, religion, etc."; (3) guests must deliver the "guest flag" to City personnel before the raising and retrieve it after; (4) events must be consistent with the City's "sustainability" policy; (5) flags may be lowered to comply with the U. S. Flag Code; and (6) flags will normally be flown for 24 hours or fewer. App. 570. These criteria do not suggest purposeful communication of a government message. The policy also reserved "sole and complete discretion" to refuse to fly any flag. *Id.,* at 569. But this reservation unbridled discretionary control over access to a government-owned medium of expression cannot establish that a speaker permitted to speak through the medium is speaking for the government. Instead, such discretionary authority is a hallmark of a standardless system of censorship.

1 Compare *Lynch v. Donnelly*, 465 U.S. 668, 671–672, 104 S.Ct. 1355, 79 L.Ed.2d 604 (1984) (yes), and *American Civil Liberties Union of Ky. v. Wilkinson*, 895 F.2d 1098, 1099–1100, 1104 (CA6 1990) (yes), with *County of Allegheny v. American Civil Liberties Union, Greater Pittsburgh Chapter*, 492 U.S. 573, 578–579, 109 S.Ct. 3086, 106 L.Ed.2d 472 (1989) (no), and *Smith v. County of Albemarle*, 895 F.2d 953, 955, 958–960 (CA4 1990) (no).

2 Compare *Allegheny*, 492 U.S. at 578–581, 109 S.Ct. 3086 (yes), and *Skoros v. New York*, 437 F.3d 1, 3–4 (CA2 2006) (yes), with *Kaplan v. Burlington*, 891 F.2d 1024, 1025–1026, 1030–1031 (CA2 1989) (no).

3 Compare *Murray v. Austin*, 947 F.2d 147, 149 (CA5 1991) (yes), with *Harris v. Zion*, 927 F.2d 1401, 1402 (CA7 1991) (no).

4 It seems possible, too, that these spurious Establishment Clause concerns embolden government officials to treat religion with hostility even when they don't rely on *Lemon* by name. Sometimes colleges seek to prevent students from engaging in religious speech, labeling expressions of faith "fighting words." See *Uzuegbunam v. Preczewski*, 592 U. S. ——, —— (2021) (slip op., at 1–3). Certain public transit systems that

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sell advertising space on trains and buses ban religious messages. See *Archdiocese of Washington* v. *Washington Metropolitan Area Transit Authority*, 589 U. S. ——, —— – —— (2020) (GORSUCH, J., respecting denial of certiorari) (slip op., at 1–2); *Northeastern Pa. Freethought Soc. v. County of Lackawanna Transit Sys.*, 938 F.3d 424, 428–431 (CA3 2019). And some governments seek to exclude religious groups from using public facilities or designations available to others. See *InterVarsity Christian Fellowship/USA v. University of Iowa*, 5 F.4th 855, 860–862 (CA8 2021); *Bronx Household of Faith v. Board of Ed.*, 750 F.3d 184, 192 (CA2 2014). All of these trades resulted in less First Amendment protection and more needless litigation.

5 See, *e.g.*, *McDonald v. Chicago*, 561 U.S. 742, 767–770, 130 S.Ct. 3020, 177 L.Ed.2d 894 (2010); *Giles v. California*, 554 U.S. 353, 358, 128 S.Ct. 2678, 171 L.Ed.2d 488 (2008); see also *The Pocket Veto Case*, 279 U. S. 655, 689 (1929).

6 See, *e.g.*, *Walz v. Tax Comm'n of City of New York*, 397 U.S. 664, 680, 90 S.Ct. 1409, 25 L.Ed.2d 697 (1970) (upholding tax exemptions for churches because they were supported by "more than a century of our history and uninterrupted practice"); *School Dist. of Abington Township v. Schempp*, 374 U.S. 203, 294, 83 S.Ct. 1560, 10 L.Ed.2d 844 (1963) (Brennan, J., concurring) ("[T]he line we must draw between the permissible and the impermissible is one which accords with history and faithfully reflects the understanding of the Founding Fathers"); *McGowan v. Maryland*, 366 U.S. 420, 437–440, 81 S.Ct. 1101, 6 L.Ed.2d 393 (1961) (assessing "the place of Sunday Closing Laws in the First Amendment's history"); *Torcaso v. Watkins*, 367 U.S. 488, 490, 81 S.Ct. 1680, 6 L.Ed.2d 982 (1961) (concluding that religious-test oaths were one of the elements of "the formal or practical" religious establishments that "many of the early colonists left Europe and came here hoping to" avoid). Justice THOMAS has raised important questions about this Court's incorporation of the Establishment Clause against the States in these cases. But "[e]ven assuming" incorporation, the Clause "would only protect against an 'establishment' of religion as understood at the founding." *Espinoza* v. *Montana Dept. of Revenue*, 591 U. S. ——, —— (2020) (THOMAS, J., concurring) (slip op., at 2).

7 See, *e.g.*, *Marsh v. Chambers*, 463 U.S. 783, 786, 103 S.Ct. 3330, 77 L.Ed.2d 1019 (1983) (surveying history to determine that "[f]rom colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom").

8 See, *e.g.*, *Agostini v. Felton*, 521 U.S. 203, 236, 117 S.Ct. 1997, 138 L.Ed.2d 391 (1997) (overruling *School Dist. of Grand Rapids v. Ball*, 473 U.S. 373, 105 S.Ct. 3216, 87 L.Ed.2d 267 (1985), and *Aguilar v. Felton*, 473 U.S. 402, 105 S.Ct. 3232, 87 L.Ed.2d 290 (1985)); *Mitchell v. Helms*, 530 U.S. 793, 835, 120 S.Ct. 2530, 147 L.Ed.2d 660 (2000) (plurality opinion) (overruling *Wolman v. Walter*, 433 U.S. 229, 97 S.Ct. 2593, 53 L.Ed.2d 714 (1977), and *Meek v. Pittenger*, 421 U.S. 349, 95 S.Ct. 1753, 44 L.Ed.2d 217 (1975)).

9 See also, *e.g.*, *Salazar v. Buono*, 559 U.S. 700, 720–721, 130 S.Ct. 1803, 176 L.Ed.2d 634 (2010) (plurality opinion of Kennedy, J., joined in full by ROBERTS, C. J., and in part by ALITO, J.); *Van Orden v. Perry*, 545 U.S. 677, 699–700, 125 S.Ct. 2854, 162 L.Ed.2d 607 (2005) (BREYER, J., concurring) (noting "*Lemon*'s checkered career in the decisional law of this Court" (internal quotation marks omitted)); *id.*, at 692–693, 125 S.Ct. 2854 (THOMAS, J., concurring) ("This case would be easy if the Court were willing to abandon the inconsistent guideposts it has adopted for addressing Establishment Clause challenges"); *McCreary County v. American Civil Liberties Union of Ky.*, 545 U.S. 844, 890, 125 S.Ct. 2722, 162 L.Ed.2d 729 (2005) (Scalia, J., joined in full by Rehnquist, C. J., and THOMAS, J., and in part by Kennedy, J., dissenting) ("[A] majority of the Justices on the current Court ... have, in separate opinions, repudiated the brain-spun '*Lemon* test' "); *Board of Ed. of Kiryas Joel Village School Dist. v. Grumet*, 512 U.S. 687, 720, 114 S.Ct. 2481, 129

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L.Ed.2d 546 (1994) (O'Connor, J., concurring in part and concurring in judgment); *Committee for Public Ed. and Religious Liberty v. Regan*, 444 U.S. 646, 671, 100 S.Ct. 840, 63 L.Ed.2d 94 (1980) (Stevens, J., dissenting) (disparaging "the sisyphean task of trying to patch together the 'blurred, indistinct, and variable barrier' described in *Lemon*").

10 See also *American Legion*, 588 U. S., at —— (THOMAS, J., concurring in judgment) (slip op., at 7) ("[B]ecause the *Lemon* test is not good law, we ought to say so"); *id.*, at —— (GORSUCH, J., concurring in judgment) (slip op., at 7) ("*Lemon* was a misadventure. It sought a 'grand unified theory' of the Establishment Clause but left us only a mess"); *id.*, at —— (KAVANAUGH, J., concurring) (slip op., at 1) ("As this case again demonstrates, this Court no longer applies the old test articulated in *Lemon*").

11 So, for example, when designing a seal for the new Nation in 1776, Benjamin Franklin and Thomas Jefferson proposed a familiar Biblical scene—Moses leading the Israelites across the Red Sea. J. Hutson, Religion and the Founding of the American Republic 50–51 (1998) (Hutson). The seal ultimately adopted by Congress in 1782 features "the Eye of Providence" surrounded by "glory" above the motto Annuit Coeptis—"He [God] has favored our undertakings." Dept. of State, Bureau of Pub. Affairs, The Great Seal of the United States 4–6 (July 2003). This Court has recognized that President Washington's 1789 Thanksgiving Day Proclamation referred to "a day of public thanksgiving and prayer" and the role of a "Supreme Being" in "the foundations and successes of our young Nation." *Van Orden*, 545 U.S. at 686–687, 125 S.Ct. 2854. And President Jefferson allowed various religious groups to use the Capitol for weekly worship services. Hutson 84–94.

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**CITY COUNCIL STAFF REPORT** **ITEM NO. 7.3**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Christine Martin, Assistant City Manager

**SUBJECT:** Resolution authorizing the display of the rainbow pride flag for the remainder of June 2022

## RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the display of the rainbow pride flag on the flagpole at the Civic Center Campus for the remainder of June 2022.

## SUMMARY

Consistent with the Commemorative Flag Display policy, the Mayor directed staff to agendize a resolution for Council consideration which would authorize the display of the rainbow pride flag at the Civic Center campus for the remainder of June 2022.

## DISCUSSION

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

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

Consistent with the policy, the Mayor directed staff to agendize a resolution for Council consideration which would authorize the display of the rainbow pride flag for the remainder of June 2022, in order to commemorate Pride Month.

## FISCAL AND ADMINSTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with flying the pride flag for the remainder of June 2022.

**ATTACHMENTS**

1. Resolution

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

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

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE RAINBOW PRIDE FLAG FOR THE REMAINDER OF JUNE 2022**

On September 23, 2019, the City Council adopted a commemorative flag display policy. Consistent with the commemorative flag display policy, Mayor Woerner requested display of the rainbow pride flag for the remainder of June 2022.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Livermore hereby directs staff to display the rainbow pride flag for the remainder of June 2022, consistent with the commemorative flag display policy.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 13, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

**CITY COUNCIL STAFF REPORT** **ITEM NO. 10.1**

**DATE:** June 13, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Tina Olson, Administrative Services Director

**SUBJECT:** Supplemental materials received prior to the meeting.

**RECOMMENDED ACTION**

**SUMMARY**

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

| | |
|---|---|
| 3.3 | Presentation of the 2022 High School Senior Arts Awards<br><br>Material: PowerPoint Presentation |
| 3.4 | Appointment of Poet Laureate<br><br>Material: PowerPoint Presentation |
| 4.0 | Citizens Forum<br><br>Material: Public Comment Received |
| 6.1 | Hearing to consider revisions to the plans for a previously approved four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The revised plans include site plan changes to remove an underground parking garage. The project includes on-site parking including surface parking with public ADA accessible stalls and valet parking, a new public street, new street frontage improvements, storm water treatments, and landscaping. Parking will also be available off-site<br><br>Material: Public Comment Received and PowerPoint Presentation |
| 7.1 | Report on Referendums, Power Limited to Legislative Acts<br><br>Material: PowerPoint Presentation |

| | |
|---|---|
| 7.2 | Discussion and direction regarding the City's Commemorative Flag Display policy<br><br>Material: PowerPoint Presentation |
| 8.0 | Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members.<br><br>Material: Council Reports |

**DISCUSSION**

**ATTACHMENTS**

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

# Commission for the Arts

2022 High School Senior Arts Awards

| Granada High School | Livermore High School |
|---|---|
| Lizzie Davies – Performing Arts | Amelia Nelson – Performing Arts |
| | |
| Sophia Bass – Visual Arts | William Crowhurst – Performing Arts |

LIVERMORE CALIFORNIA

1



# City of Livermore Poet Laureate

Presented by Brandon Cardwell
Director of Innovation and Economic Development
June 13, 2022

LIVERMORE
CALIFORNIA

1

# Livermore Poet Laureate

Peggy Schimmelman



LIVERMORE
CALIFORNIA

2

| | |
|---|---|
| **From:** | Rebecca Casperson |
| **To:** | Cityclerk - Livermore |
| **Subject:** | Please Reconsider Rehab Facility Location |
| **Date:** | Monday, June 13, 2022 11:46:44 AM |
| **Attachments:** | IMG_6580.MOV |

Dear Mayor Woerner and City Council Members,

Former Victory Baptist Church, located just one block from Junction K-8, Lawrence Elementary, Room to Grow Preschool, and Safari Kid Preschool, has been located by the City Staff and voted on by this City Council as the new site for a homeless drug and alcohol rehab treatment facility. This is definitely a necessary service for the East Bay community, but it should not be located this close to so many young children. This kind of facility is rarely located in a residential neighborhood, it is even more unusual to be within feet of established preschools, elementary and middle schools. With $2.4 million, our City Staff and City Council can do better than this at finding a safe location to serve the most vulnerable members in our community, our children AND our homeless.

Thank you for your consideration,

Rebecca Casperson

Concerned School Parent & Resident

**From:** Peg Folta
**To:** Cityclerk - Livermore
**Cc:** Clark Streeter
**Subject:** Fwd: June 13-Downtown Hotel on City Council Agenda
**Date:** Monday, June 13, 2022 11:52:08 AM

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---------- Forwarded message ---------
From: **CLARK STREETER** [redacted]>
Date: Sun, Jun 12, 2022 at 10:48 AM
Subject: Re: June 13-Downtown Hotel on City Council Agenda
To: Peg Folta [redacted]

Peggy,

I will not be able to attend the zoom meeting, so here is my opinion in writing.

To the Mayor and City Council of the City of Livermore;

The hotel project has been discussed repeatedly over a long period of time. All aspects of the plan have been examined repeatedly, many suggestions for alterations have been considered, and many adjustments have been made. Now think that it's time to move ahead with the actual construction of the hotel.

Please accept the recommendation of the Planning Commission.

Clark Streeter
[redacted], Livermore

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# Downtown Hotel

City Council

June 13, 2022

Tricia Pontau, Senior Planner

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# Project Location




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# Downtown Specific Plan




FIGURE 5-1: LAND USE PLAN AREA: THE DOWNTOWN CORE

Livermore Downtown Specific Plan — City of Livermore — Amended May 2020

## Downtown Core

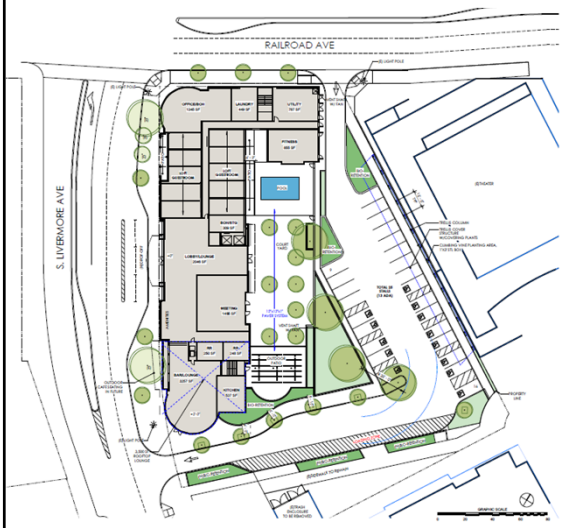
**Subarea 3, Sub-district A**

- Boutique hotel, cultural facilities, conference facilities, open space, parking
- Four floors, 55-foot maximum height

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# Site Plan

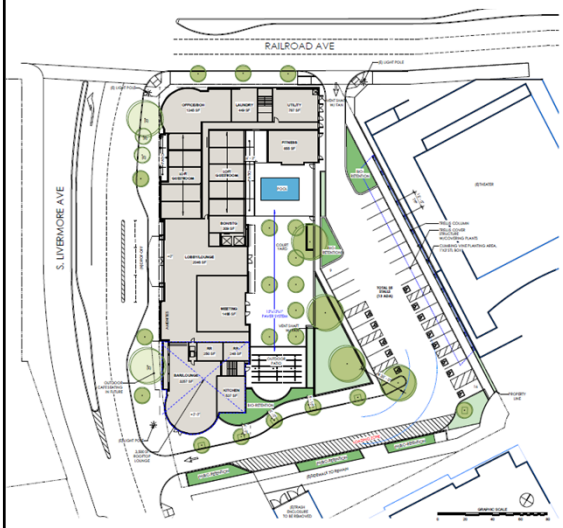



- 133-room boutique hotel with related amenities
- Building aligned with street frontages
- Outdoor hotel amenities to the rear
- Shade and decorative trees, stormwater features, shade trellis over parking

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# Public Improvements

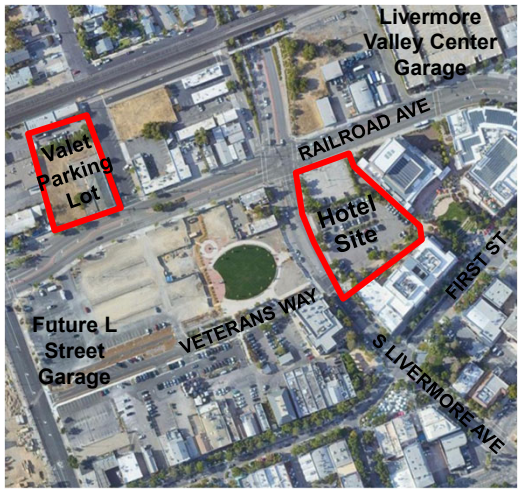



- Public access road
- Public surface parking with ADA stalls
- Loading zone
- Street frontage and median improvements
- Joint solid waste facility

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# Parking




**Parking satisfied on-site**
- 25 surface parking spaces
- On-site valet service
  - 120 valet spaces in 2080 Railroad lot
  - Up to 30 valet spaces in Livermore Valley Center Garage

**Parking also satisfied off-site** in Livermore Valley Center Garage expansion and L Street Garage, consistent with other Livermore Valley Center projects

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# Architecture










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# Next Steps

- City will use parking site for public parking until hotel opens
- Hotel construction anticipated to begin in Spring 2024
- Staff will approve valet parking lot design
- Hotel anticipated to open in late 2025



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# Recommendation

Staff and the Planning Commission recommend that City Council adopt the following resolutions:

1. Finding the project is within the scope of the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, the 2004 Downtown Specific Plan Final Environmental Impact Report, and the previously adopted addendums thereto;
2. Finding the project is exempt from the California Environmental Quality Act pursuant to Guidelines Section 15332; and
3. Approving Downtown Design Review Modification (DDRM) 22-001, subject to the conditions of approval.

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# Report on Referendums, Power Limited to Legislative Acts

*June 13, 2022*

*Presented by Jason Alcala, City Attorney*

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# City of Livermore Flag Policy

Presented by Christine Martin, Assistant City Manager

and Jason Alcala, City Attorney

June 13, 2022

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## Flag Policy

- Policy allows the display of commemorative flags as a form of government expression.
- Mayor or a Council Member may request display of a commemorative flag.
- Council will consider the request at a duly noticed public meeting.
- Commemorative flag will be displayed at the Civic Center campus.
- Policy is consistent with recent U.S. Supreme Court opinion in *Shurtleff v. City of Boston*.

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| Council Member | Committee Meeting Date | Committee | Agenda Link | Meeting Type |
|---|---|---|---|---|
| Mayor Woerner | 5/25/2022 | Livermore Chamber of Commerce | | Board Meeting |
| Mayor Woerner | 5/25/2022 | Local Agency Formation Commission | https://alamedalafco.org/ | Measure D Ad Hoc Sub Committee |
| Mayor Woerner | 5/30/2022 | Memorial Day Remembrance Event | | Community Event |
| Mayor Woerner | 6/1/2022 | Livermore Chamber of Commerce | | Business Aliance Meeting |
| Mayor Woerner | 6/1/2022 | Alameda County Health Care Servcies Agency | | Elected Officials COVID Update |
| Mayor Woerner | 6/2/2022 | Local Agency Formation Commission | https://alamedalafco.org/ | Policy and Budget Committee Meeting |
| Mayor Woerner | 6/11/2022 | Rodeo Parade | | Community event |

| Council Member | Committee Meeting Date | Committee | Agenda Link | Meeting Type | Committee Report: Summary |
|---|---|---|---|---|---|
| Vice Mayor Bonanno | 5/26/2022 | Farmer's Market | | Community event | |
| Vice Mayor Bonanno | 5/26/2022 | Alameda County Transportation Commission (ACTC) | https://d3n9y02raazwpg.cloudfront.net/alamedactc/5fe09c5e-d213-11ec-bbb4-0050569183fa-abb6aa12-d2c6-4f47-b79b-94121c557222-1653598075.pdf | Commission | Approved County-wide Bikeways Network intended to provide cohesive network of safe and assessable bike routes across the county |
| Vice Mayor Bonanno | 5/30/2022 | Memorial Day commemoration at Stockmen's Park | | Community event | |
| Vice Mayor Bonanno | 6/8/2022 | Climate Action Subcommittee | | | Continue working with staff on CAP implementation strategy |
| Vice Mayor Bonanno | 6/9/2022 | Patterson Pass Water Treatment Plant (PPWTP) | | Ribbon Cutting | |
| Vice Mayor Bonanno | 6/11/2022 | Rodeo Parade | | Community event | |
| Vice Mayor Bonanno | 6/13/2022 | Alameda County Transportation Commission (ACTC) | https://d3n9y02raazwpg.cloudfront.net/alamedactc/47f34dd9-cb4f-11ec-bbb4-0050569183fa-0b4bc3c1-6cee-4654-a07c-60b095e64fd2-1654557796.pdf | Programs and Services Committee | |

| Council Member | Committee Meeting Date | Committee | Meeting Type |
|---|---|---|---|
| Council Member Carling | 5/25/2022 | Stop Waste | board meeting |
| Council Member Carling | 5/26/2022 | League of California Cities East Bay Division | board meeting |
| Council Member Carling | 6/1/2022 | LPD citizens academy graduation ceremony | |
| Council Member Carling | 6/9/2022 | Patterson Pass Zone 7 water treatment plant dedication | |
| Council Member Carling | 6/11/2022 | Rodeo parade | |

| Council Member | Committee Meeting Date | Committee | Agenda Link | Meeting Type | Committee Report: Summary |
|---|---|---|---|---|---|
| Council Member Munro | 5/26/2022 | League of California Cities East Bay Division | | East Bay Division Meeting | A Conversation with Congressman Mark DeSaulnier, followed by a League of California Cities Update on Behavioral Health Policy |
| Council Member Munro | 6/1/2022 | Graduation Ceremony | | | LPD Citizens Police Academy Graduation Ceremony |
| Council Member Munro | 6/2/2022 | | | | Retirement Dinner for Outgoing City Manager Marc Roberts |
| Council Member Munro | 6/3/2022 | East Bay Community Choice Energy Joint Powers Authority | https://ebce.org/meetings/marketing-regulatory-and-legislative-subcommittee-6-3-22/ | MRL Subcommittee Meeting | |
| Council Member Munro | 6/9/2022 | Innovation Tri-Valley Subcommittee | | Housing, Innovation, Transportation Subcommittee | |
| Council Member Munro | 6/10/2022 | League of California Cities East Bay Division | https://www.calcities.org/advocacy/policy-areas-and-committees/housing-community-and-economic-development | CalCities Legislative Housing, Community, and Economic Development Committee | |
| Council Member Munro | 6/11/2022 | Livermore Rodeo Parade | | | |