LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, JUNE 26, 2023

REGULAR HYBRID MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM
MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

IN PERSON INFORMATION:
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:
ZOOM WEBINAR:
https://us02web.zoom.us/j/81772539499

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 817 7253 9499

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

TV29:
Comcast TV Channel 29
tv29.org

John P Marchand, Mayor
Brittni Kiick, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Robert W Carling, Council Member

1. CLOSED SESSION - 6:30 PM

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

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

1.1 Conference with Legal Counsel - Anticipated Litigation. To meet with legal counsel pursuant to Government Code sections 54956.9(d)(2) and (e)(2) because there is significant exposure to litigation against the City based on existing facts and circumstances. (One Case.)

Facts and circumstances related to an accident, disaster, incident, or transactional occurrence that might result in litigation against the City and that are known to a potential plaintiff or plaintiffs.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS - NONE.

4. OPEN FORUM

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

5. CONSENT CALENDAR

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

card if in person or use the 'raise hand' feature if participating using Zoom. Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - May 15, 2023 Special Meeting and May 22, 2023 Regular Meeting.

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

Staff Report
Attachments:
1. 2023-05-15 Draft Minutes
2. 2023-05-22 Draft Minutes

5.2 **Adoption of an ordinance** to levy special taxes within Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan Services), including any territory that annexes into the district from the Future Annexation Area.

Recommendation:
Staff recommends the City Council adopt an ordinance to levy special taxes within Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan Services), including any territory that annexes into the district from the Future Annexation Area.

Staff Report
Attachments:
1. Ordinance

5.3 Resolution awarding and authorizing execution of an agreement with Cazadoro Construction Inc. for a one-year term for the furnishing and installation of storm drain trash capture devices and "No Dumping" markers to be placed across the City, in an amount not-to-exceed $214,500 for the Storm Drain Trash Capture Devices, Project 2021-12.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Awarding a construction contract for one year to Cazadoro Construction Inc., in an amount not-to-exceed $214,500 for the Storm Drain Trash Capture Devices, Project 2021-12, and authorizing the City Manager to sign the agreement as Exhibit A to the resolution; and
2. Reject all other bids or proposals; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

Staff Report
Attachments:
1. Location Map
2. Resolution

3. Exhibit A - Construction Contract with Cazadoro Construction Inc

5.4 Resolution authorizing execution of an agreement with Jacobs Engineering Group Inc., for the Water Resources Division's Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project, for a two-year term, in an amount not-to-exceed $296,954 and authorizing the City Manager to approve equipment procurement in an amount not-to-exceed $120,000.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing the execution of an agreement with Jacobs Engineering Group Inc. (Jacobs), in an amount not-to-exceed $296,954 for Professional Services for the Water Resources Division's Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project, and
2. Authorizing the City Manager to approve all the equipment procurement for this project in an amount of not-to-exceed $120,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A to the Resolution - Proposed Agreement.pdf

5.5 Resolution authorizing execution of an agreement with Construction Testing Services, Inc. to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Construction Testing Services, Inc., to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Professional Services Agreement with Construction Testing Services

5.6 Resolution authorizing execution of an agreement with BSK Associates to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with BSK Associates, to provide on-call geotechnical engineering and material testing consulting services, for a three-year term, in an amount not-to-exceed $600,000.

Staff Report
Attachments:
1. Resolution

2. Exhibit A - Professional Services Agreement with BSK Associates.

5.7 Resolution authorizing execution of an agreement with Terracare Associates for landscape maintenance services for five years with an option for one five-year extension, in an amount not-to-exceed $1,150,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Terracare Associates for landscape maintenance services at the Sage Community Facilities District 2016-1 and for the Shea Business Center and Shea Center Montage Landscape Maintenance Districts, for five years with an option for one five-year extension, in an amount not-to-exceed $1,150,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Landscape Maintenance for Sage and Shea Districts 23-0259

5.8 Resolution authorizing execution of an agreement with DC Electric Group, Inc. for on call streetlight and traffic signal maintenance services, for three years with an option for one two-year extension, in an amount not-to-exceed $700,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with DC Electric Group, Inc. for on call streetlight and traffic signal maintenance services, for three years with an option for one two-year extension, in an amount not-to-exceed $700,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Traffic Signals Repair and Maintenance 23-0255

5.9 Resolution authorizing execution of an agreement with Old Brit Consulting for general IT consulting services over a three-year term, in an amount not-to-exceed $750,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Old Brit Consulting for general IT consulting services over a three-year term, in an amount not-to-exceed $750,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement with Old Brit Consulting and City of Livermore

5.10 Resolution authorizing a purchase order to Baker & Taylor Books for purchases of library books and related materials in Fiscal Year 2023-24, in an amount not-to-exceed $230,000.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to Baker & Taylor Books for Fiscal Year 2023-24 purchases of library books and related materials, not-to-exceed $230,000.

Staff Report
Attachments:
1. Resolution

5.11 Resolutions to summarily vacate a portion of an existing sewer easement located within the Livermore Hotel Corporation property adjacent to Chick-fil-A and accepting Parcel Map 10720 (Chick-fil-A) public improvements for permanent maintenance.

Recommendation:
Staff recommends the City Council adopt resolutions:

1. Summarily vacating a portion of an existing sewer easement located within the Livermore Hotel Corporation property adjacent to Chick-fil-A;
2. Authorize the City Manager to execute a quitclaim for the vacated portion of the sewer easement to the Livermore Hotel Corporation;
3. Accepting Parcel Map 10720 (Chick-fil-A 1754 N Livermore Road) public improvements for permanent maintenance;
4. Accepting the offers of dedication for a public utility easement and public trail easement that were previously rejected, but continuing to reject the offers for dedication for Parcel 2 (a creek corridor) and Parcel 3 (open space) while also continuing to retain the right to accept the dedications for these parcels at a future date; and
5. Authorizing release of the surety bonds for these public improvements.

Staff Report
Attachments:
1. Vicinity Map
2. Private Sewer Vacation Agreement
3. Resolution - Sewer Vacation
4. Exhibit A - Sewer Easement Plat & Legal Description
5. Exhibit B - Quitclaim Deed, Livermore Hotel Corporation
6. Resolution - Parcel Map 10720 Acceptance

5.12 Resolution approving the update to the City of Livermore Standard Details, which are used to construct improvements to the City's infrastructure, dated May 23, 2023, and delegating discretionary authority to the City Engineer to approve future revisions to the City Standard Details and Specifications, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Approving the update to the City of Livermore Standard Details dated May 23, 2023;
2. Delegating discretionary authority to the City Engineer to approve future revisions to the City's Standard Details and Specifications, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600, preserving the City's design immunities.

3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Updated City of Livermore Standard Details 2023

5.13 Resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved labor agreements in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation:
Staff recommends the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved labor agreements.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan dated July 2023.pdf

5.14 Resolution approving the Memorandum of Understanding (Labor Agreement) between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Fire Fighters, Local 1974, Battalion Chiefs Unit, for the term of September 1, 2022, through June 30, 2025.

Recommendation:
Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters Local 1974, Battalion Chiefs Unit (IAFF Battalion Chiefs), for the term of September 1, 2022 through June 30, 2025.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Memorandum of Understanding between LPFD and IAFF, Local 1974, Battalion Chiefs' Unit

5.15 Resolution approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

Recommendation:
Staff recommends that the City Council adopt a resolution approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

Staff Report
Attachments:
1. Investment Policy Red Line

2. Resolution
3. Exhibit A - Investment Policy

6. PUBLIC HEARINGS

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

6.1 Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for Fiscal Year 2023-24.

Recommendation:
Staff recommends the City Council conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for Fiscal Year 2023-24. Upon closure of the public hearing, staff recommends the City Council adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for Fiscal Year 2023-24.

Staff Report
Attachments:
1. LMD Assessment Presentation
2. Resolution
3. Exhibit A - Proposed Assessments for Districts for FY 2023-24
4. Exhibit B - Proposed Assessments for Maintenance District LL-859 for FY 2023-24
5. Exhibit - C FY 2324 Consolidated Engineer's Report

6.2 Hearing to receive and consider all evidence and reports regarding the adoption of a Master Fee Schedule. The Master Fee Schedule Resolution establishes fees for City services. The fee resolution and accompanying justification includes new, increased, and decreased fees into one document.

Recommendation:
Staff recommends the City Council adopt a resolution adopting the City's Master Fee Schedule, incorporating certain fee changes and superseding resolution 2022-115.

Staff Report
Attachments:
1. Tables 1 - 9
2. Resolution
3. Exhibit A - Master Fee Schedule

7. MATTERS FOR CONSIDERATION

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

7.1 Discussion and recommended approval of the Airport Leasing and Development Policy.

Recommendation:
The Airport Commission and staff recommend the City Council adopt a resolution approving the new Airport Leasing and Development Policy.

Staff Report
Attachments:
1. Development Analysis Land Map Version 0.3
2. Stakeholder Comment Compilation and Response-LVK 2023-06-05
3. Public Comment
4. Resolution
5. Exhibit A - Leasing and Development Policy

7.2 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of July 1 - December 31, 2023.

Recommendation:
Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of July 1 - December 31, 2023, with the City Council's approval.

Staff Report

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 Monday, July 10, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

10.2 Supplemental materials received at the meeting.
Staff Report
Attachments:
1. Items Received at the Meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that

item. To submit a comment using Zoom, you may use the 'raise hand' feature when the item begins. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

Zoom Webinar: https://us02web.zoom.us/j/81772539499

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

Zoom dial in phone number: 1 669 900 6833
Meeting ID: 817 7253 9499

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - May 15, 2023 Special Meeting and May 22, 2023 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2023-05-15 Draft Minutes
2. 2023-05-22 Draft Minutes

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MAY 15, 2023

SPECIAL MEETING WORKSHOP

CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 5:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

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

3. SPECIAL MEETING ITEM

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEM WILL BE PROVIDED BY THE MAYOR

3.1 Proposed Fiscal Year 2023-25 Operating and Capital Improvement Plan Budgets.

Recommendation:
Staff recommends the City Council provide direction regarding the Proposed Fiscal Year 2023-25 Operating and Capital Improvement Plan Budgets.

Mayor Marchand opened the public comment period.

There were no speakers and the comment period was closed.

Administrative Services Director Tina Olson and City Engineering Bob Vinn provided the staff presentation**.**

THE CITY COUNCIL RECEIVED THE PRESENTATION

Mayor Marchand reopened public comment period.

Connie Kopps provided a comment.

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

In response to questions from CM Barrientos, City Attorney Jason Alcala provided a timeline for the Eden Housing project.

Mayor Marchand clarified funding and process for the East Avenue Project and pointed out that public safety is the number one priority in the budget. He also noted that the cost for city insurance has increased 200%.

All Council Members expressed appreciation to staff for their hard work on the budget.

THE CITY COUNCIL PROVIDED THE FOLLOWING DIRECTION:

Ensure funds are budgeted for special studies that may be required when making alterations to streets. Also, incorporate Active Transportation Plan updates when making street improvements such as slurry seal or in conjunction with work being completed by PG&E or other utilities.

Vice Mayor Kiick requested the city consider increasing health insurance and salary for Council Members to encourage equity among those interested in running for City Council.

9. ADJOURNMENT – at 6:57 pm a Regular City Council Meeting on Monday, May 22, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MAY 22, 2023

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:30 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

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

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

Mayor Marchand opened the public comment period.

There were no speakers and the hearing was closed.

1. ADJOURN TO CLOSED SESSION

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

Lem v. City of Livermore, Alameda County Superior Court Case No. 22CV005384

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said pursuant to California Government Code section

54957.1(a) that in the matter of Lem v. Livermore, the City Council voted unanimously to accept a settlement agreement. and full and final release of all claims signed by the plaintiff, that releases the City of Livermore in exchange for a payment by the City in the amount of $362,500.

A copy of that agreement will be on file with the City Attorney's Office.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring June 2023 as Safety Awareness Month presented to Risk Manager Janet Hamilton.

Mayor Marchand presented a proclamation to Risk Manager Janet Hamilton declaring June 2023 as Safety Awareness Month.

3.2 Proclamation declaring May 2023 as Jewish American Heritage Month, presented to Rabbi Larry Milder of Congregation Beth Emek.

Mayor Marchand presented a proclamation to Rabbi Larry Milder declaring May 2023 as Jewish Heritage Month.

MAYOR MARCHAND MOVED ITEM 4.0 - OPEN FORUM TO TAKE PLACE AFTER MATTERS FOR CONSIDERATION.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.6 **Mary Sweeney** provided a comment.

Item 5.6 **Lisa Tromovich** provided a comment.

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

5.1 Adoption of Ordinance 2145 considering modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time.

5.2 Adoption of Ordinance 2146 amending Livermore Municipal Code (LMC) Chapter 9.40 - Fireworks.

5.3 Resolution 2023-081 authorizing the execution of an amendment with SNF Polydyne, Inc. increasing the not-to-exceed amount by $263,000 to $1,270,000 and extending the term by three months for the supply of liquid polymer used at the Water Treatment Plant to reduce moisture content in biosolids before disposal.

5.4 Resolution 2023-082 authorizing the execution of an agreement for services with Hasa, Inc., for the supply and delivery of sodium hypochlorite 12.5% for use at the Water Reclamation Plant, in an amount not-to-exceed $470,000.

5.5 Resolution 2023-083 authorizing execution of Cooperative Agreement 04-04-2902 with California Department of Transportation for the Vasco Road/I-580 Interchange Improvements, Project No. 1993-52, Caltrans Project No. 0421000075, for the project approval and environmental document phase.

5.6 Resolution 2023-084 authorizing the execution of Project and Program Grant Agreements with Livermore Valley Arts DBA Livermore Valley Performing Arts Center, Pacific Chamber Orchestra and SPARC Theater, consistent with the City's Public Art Policy.

5.7 Resolution 2023-085 of intention to levy annual assessments for the Landscape Maintenance Districts for Fiscal Year 2023-24, preliminarily approve the Consolidated Annual Engineer's Report, and establish a public hearing date for the annual levy of assessments.

5.8 Resolution 2023-086 authorizing an agreement with Axon Enterprises Inc. for unmanned aerial systems (UAS, AKA "drone") hardware, software, and related services. In an amount not-to-exceed $131,262.

6. PUBLIC HEARINGS

6.1 Hearing to consider a request for Vesting Tentative Tract Map (VTTM) 8657 – Subdivision (SUB) 22-005 and Site Plan Design Review (SPDR) 22-003 for 172 for-sale condominium units at the northeast corner of North Canyons Parkway and Triad Place.

Recommendation: The Planning Commission and staff recommended the City Council:

1. Adopt a Resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and as a separate and independent basis, CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning; and

   2. Adopt a Resolution approving Vesting Tentative Tract Map (VTTM) 8657 – Subdivision (SUB) 22-005 and Site Plan Design Review (SPDR) 22-003, subject to the attached Conditions of Approval.

Senior Planner Jake Potter presented the staff report. Applicant – Denova Homes Senior Vice President of Land Acquisition and Entitlements, Trent Sanson with Denova Homes provided comments.

Mayor Marchand opened the public hearing.

Jean King provided a comment.

Tom Masby provided a comment.

Doug Mann provided a comment.

There were no more speakers and the hearing was closed.

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

Resolution 2023-087 finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and as a separate and independent basis, CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning.

Resolution 2023-088 approving Vesting Tentative Tract Map (VTTM) 8657 – Subdivision (SUB) 22-005 and Site Plan Design Review (SPDR) 22-003, subject to the attached Conditions of Approval.

6.2 Hearing to consider rescission of Site Plan Design Review (SPDR) 19-004 and Conditional Use Permit (CUP)19-006 for the Wine Country Inn; an Addendum to the 1997 South Livermore Valley Specific Plan Environmental Impact Report (State Clearinghouse No.1996052025); Specific Plan Amendment (SPPA) 23-001 to amend the South Livermore Valley Specific Plan (Specific Plan) to clarify a 50-foot setback area from Hansen Road; Site Plan Design Review 23-001 and Conditional Use Permit 23-002 for the development of commercial site 5D2 (Wine Country Inn) at the southwest corner of Arroyo Road and Hansen Road.

Recommendation: The Planning Commission and staff recommended the City Council:

1. Adopt a resolution rescinding Site Plan Design Review (SPDR) 19-004 and Conditional Use Permit (CUP) 19-006 for the Livermore Wine Country Inn;

2. Adopt Resolutions:
    a. Adopting an Addendum to the 1997 South Livermore Valley Specific Plan Environmental Impact Report (State Clearinghouse No. 1996052025); and
    b. Approving Specific Plan Amendment (SPPA) 23-001, Site Plan Design Review (SPDR) 23-001 and Conditional Use Permit (CUP) 23-002 for the Livermore Wine Country Inn.

Associate Planner Kam Purewal presented the staff report. Applicant Michelle Boss provided comments.

Mayor Marchand opened the public hearing.

Kendall Smith provided a comment.

Ann Young provided a comment.

Peter Young provided a comment.

Jean King provided a comment.

Donna Cabanne provided a comment.

Mary Sweeney provided a comment.

Trish Munro provided a comment.

Pat McMenamin provided a comment.

Kat Weiss provided a comment.

Dennis Ichesen provided a comment.

Matt Souza provided a comment.

John Nunes provided a comment.

Carol Silva provided a comment.

Alan Burnham provided a comment.

John Stein provided a comment.

Lisa Tromovich provided a comment.

Lori Souza provided a comment.

Gina Bonnano provided a comment.

Pete Sandhu provided a comment.

Paul Mansfield provided a comment.

Karl Wente provided a comment.

Jennifer Taggart provided a comment.

Terry Land provided a comment.

Nick Harvey provided a comment.

David Kent provided a comment.

Rhinnnon Eddy provided a comment.

Doug Mann provided a comment.

Linda Milanese provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION CM CARLING SECONDED BY VM KIICK AND CARRIED ON A 4-1 VOTE, WITH CM BARRIENTOS VOTING AGAINST, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2023-089 rescinding Site Plan Design Review (SPDR) 19-004 and Conditional Use Permit (CUP) 19-006 for the Livermore Wine Country Inn;

Resolution 2023-090 adopting an Addendum to the 1997 South Livermore Valley Specific Plan Environmental Impact Report (State Clearinghouse No. 1996052025);

Resolution 2023-091 approving Specific Plan Amendment (SPPA) 23-001, Site Plan Design Review (SPDR) 23-001 and Conditional Use Permit (CUP) 23-002 for the Livermore Wine Country Inn.

7. MATTERS FOR CONSIDERATION – NONE.

4. OPEN FORUM – MAYOR MARCHAND MOVED OPEN FORUM AFTER MATTERS FOR CONSIDERATION.

Mayor Marchand opened the public comment period.

Jean King provided a comment.

Keith Rothenburg provided a comment.

John Stein provided a comment.

Karl Wente provided a comment.

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

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

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

Ride Along CM Carling noted his participation in a ride along to the homeless community on May 10, 2023.

Wine Down in the Grove CM Carling noted his attendance at the event on May 13, 2023.

ValleyLink CM Carling noted his attendance at the presentation regarding hydrogen fuel cars on May 17, 2023.

Reusable Food Waste Ordinance CM Carling asked for an update on using the Stopwaste.org ordinance model.

Avance Grand Opening VM Kiick noted her attendance at the grand opening on May 12, 2023.

9. ADJOURNMENT – at 9:53 pm to a Regular City Council Meeting on Monday, January 23, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Adoption of an ordinance** to levy special taxes within Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan Services), including any territory that annexes into the district from the Future Annexation Area.

RECOMMENDED ACTION

Staff recommends the City Council adopt an ordinance to levy special taxes within Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan Services), including any territory that annexes into the district from the Future Annexation Area.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Debbie Salgado
Senior Civil 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

AN ORDINANCE LEVYING A SPECIAL TAX WITHIN CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

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

On May 8, 2023, this City Council (the "Council") adopted a resolution entitled "A Resolution of Intention to Establish a Community Facilities District and a Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") and a future annexation area (the "Future Annexation Area") pursuant to the Act to finance certain municipal services (the "Services) as provided in the Act.

Pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and a rate and method of apportionment of the special tax (the "Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held.

Upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD, and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD.

On June 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

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

Section 1. *Authorization and Levy of the Special Tax*. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD

(including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation, as it may be amended and supplemented from time to time, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2023-24 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings, and all costs of administering the CFD.

Section 2. *Direction to Determine Special Tax*. The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD), in the manner and as provided in the Resolution of Formation.

Section 3. *Exemptions; Maximum Special Tax*. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. *Use of Special Tax.* All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. *Collection of Special Tax.* The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. The City Manager of the City (or a designee) is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Alameda in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Alameda for fiscal year 2023-24 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. *Severability*. If, for any reason, any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. *Publication*. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days of its passage at least once in a newspaper of general circulation circulated in the City or pursuant to such other procedure identified by the City Clerk.

Section 8. *Effective Date*. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on June 12, 2023, by the following vote:

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

The ordinance was adopted at the regular meeting of the City Council held on June 26, 2023, by the following vote:

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

_____
Mayor, City of Livermore

ATTEST:

_____
Marie Weber, City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala, City Attorney

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution awarding and authorizing execution of an agreement with Cazadoro Construction Inc. for a one-year term for the furnishing and installation of storm drain trash capture devices and "No Dumping" markers to be placed across the City, in an amount not-to-exceed $214,500 for the Storm Drain Trash Capture Devices, Project 2021-12.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Awarding a construction contract for one year to Cazadoro Construction Inc., in an amount not-to-exceed $214,500 for the Storm Drain Trash Capture Devices, Project 2021-12, and authorizing the City Manager to sign the agreement as Exhibit A to the resolution; and
2. Reject all other bids or proposals; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

SUMMARY

The Storm Drain Trash Capture Devices, Project 2021-12, involves furnishing and installing trash capture devices and "No Dumping" markers at 64 storm drain inlets and manholes across the City. This work is necessary to meet requirements of the Regional Water Quality Control Board NPDES Municipal Permit. Three bids were received for the project on May 9th, 2023. Cazadoro Construction Inc. submitted a bid of $214,500 and is the lowest responsible and responsive bidder.

DISCUSSION

To meet the requirements of the Regional Water Quality Control Board (RWQCB) NPDES Municipal Permit section C.10, the City must reach the goal of 90% reduction in baseline trash load by June 30, 2023 and 100% reduction by June 30, 2025. The base line trash load was determined through a study performed by Schaaf & Wheeler and is outlined in the 2022 Stormwater Trash Reduction Plan prepared by Schaaf & Wheeler.

The purpose of this project is to install trash capture devices and No Dumping markers in 64 of the storm drain structures identified by the Trash Reduction Plan to provide roughly 6% trash reduction in order to achieve the 90% reduction goal by this year. Locations are shown in Attachment 1.

Staff advertised the project on April 14th, 2023 and opened bids May 9th, 2023. The City received three bids for the project. The lowest responsible and responsive bid was received from Cazadoro Construction Inc. for $214,500. Cazadoro Construction Inc. is based in San Francisco, CA and has worked as a contractor for the City of Livermore for the 2022 Stream Maintenance by Contractors CIP. Cazadoro's workmanship and performance was satisfactory.

The following is a list of bids received and the Engineer's Estimate for the project:

Storm Drain Trash Capture Devices Project 2021-12 Bid Results

Contractor	Location	Bid Amount
Cazadoro Construction Inc.	San Francisco	$214,500
APS Environmental	North Highlands	$221,965
Pie and Plant Solutions Inc.	Oakland	$232,837
Engineer's Estimate		$220,400

In accordance with Livermore Municipal Code, Section 2.68.560B the City Manager can authorize change orders up to a cumulative amount of $50,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The construction contract award amount is $214,500. Funding for this agreement, change orders, inspections, project management, and other project costs are included in the project budget for the Storm Drain Trash Capture Devices Project 2021-12 in the FY 2023-2028 Capital Improvement Plan and no additional funding is needed. The project is funded with Storm Drain Fees (Fund 221) and Surplus AD Closeout Fund 698.

This project will increase operation and maintenance costs by $21,000 annually as the devices must be serviced twice a year. O&M costs will be funded with Storm Water Fees (Fund 220).

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

3: Help the City fulfill its obligations under state and federal environmental regulations and in response to regulatory oversight

GUIDING DOCUMENT

2023-2028 Capital Improvement Plan

ATTACHMENTS

1. Location Map

2. Resolution
3. Exhibit A - Construction Contract with Cazadoro Construction Inc

Prepared by: Jarrett Rasmussen
Junior Engineer

Approved by:

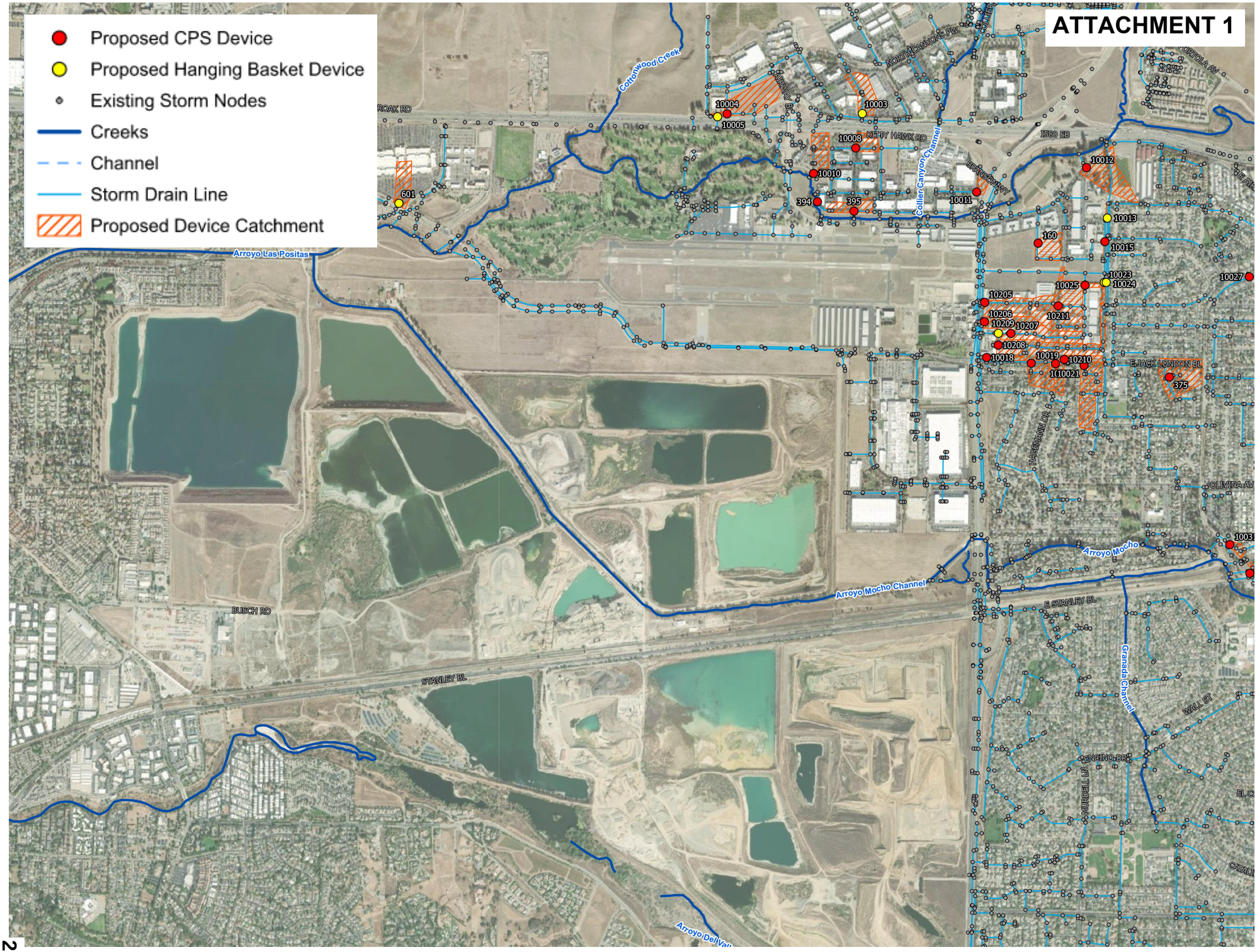


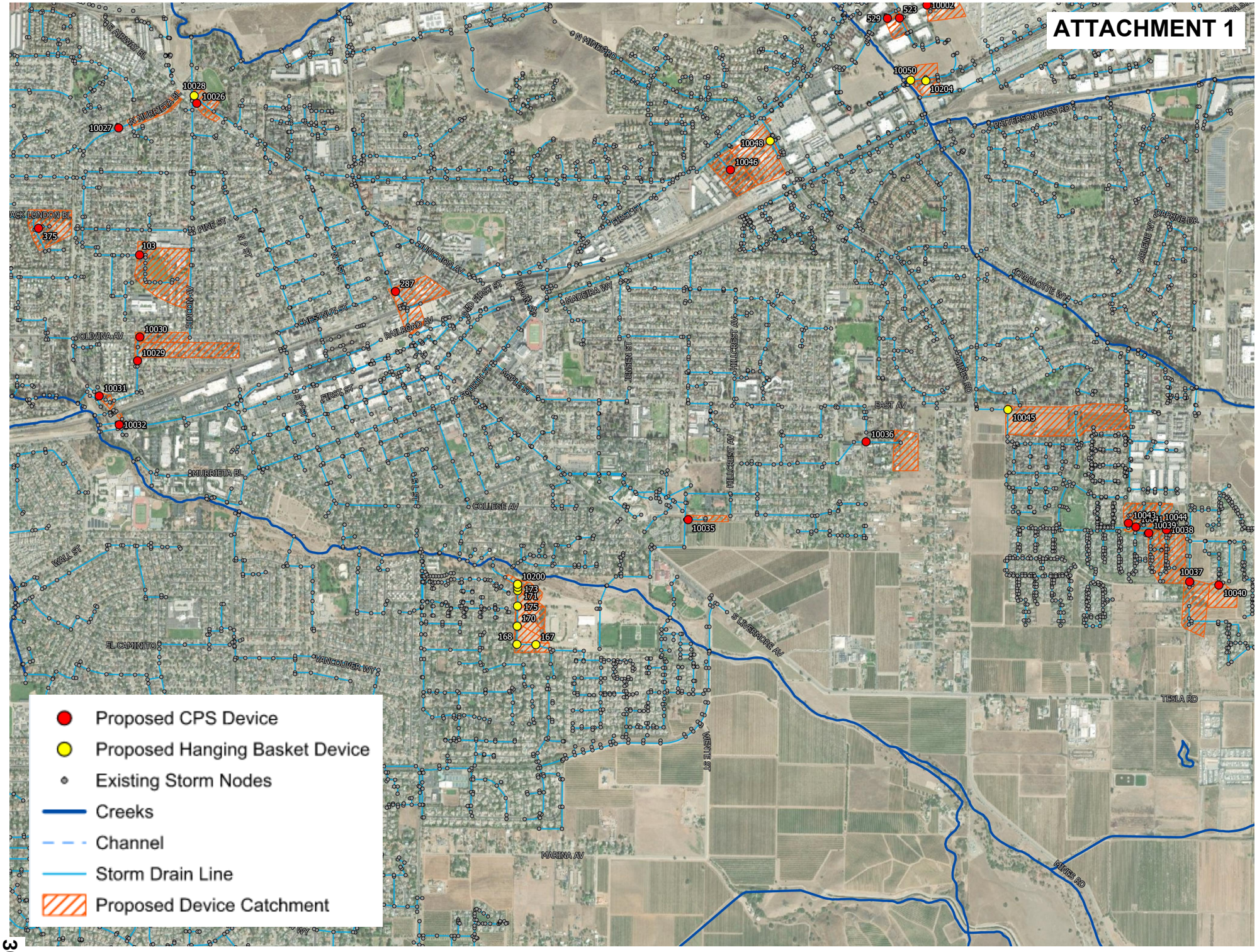
Marianna Marysheva
City Manager

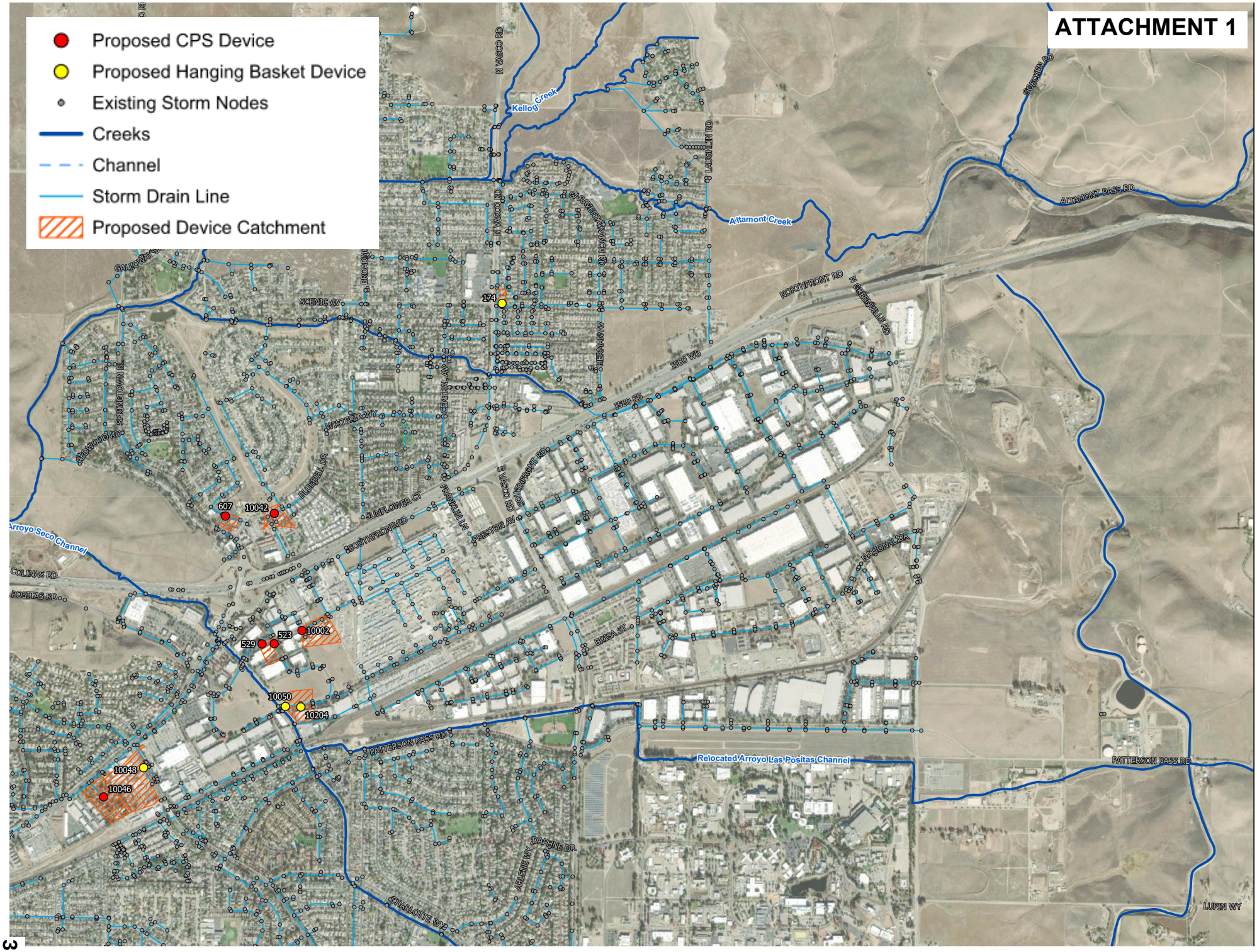
Fiscal Review by:



Tina Olson
Administrative Services Director


ATTACHMENT 1
Proposed CPS Device
Proposed Hanging Basket Device
Existing Storm Nodes
Creeks
Channel
Storm Drain Line
Proposed Device Catchment
Cottonwood Creek
Arroyo Las Positas
Arroyo Mocho Channel
Arroyo Mocho
Collier Canyon Channel
Granada Channel
BUSCH RD
STANLEY BL
E STANLEY BL
KITTY HAWK RD
NORTH CANYONS PW
E JACK LONDON BL
HAGEMANN DR
WALL ST
OLIVINA AV
ENGINEER DR
N TELEGRAPH
10004
10005
10003
10008
10010
10011
10012
10013
10015
10023
10024
10025
10027
10205
10206
10209
10207
10211
10208
10018
10019
10210
10021
394
395
601
160
375


ATTACHMENT 1
Proposed CPS Device
Proposed Hanging Basket Device
Existing Storm Nodes
Creeks
Channel
Storm Drain Line
Proposed Device Catchment
10028
10026
10027
10030
10029
10031
10032
10035
10036
10045
10043
10044
10039
10038
10037
10040
10200
10204
10050
10048
10046
523
529
10002
103
287
375
173
171
175
170
168
167
MURRIETA BL
PINE ST
RINCON AV
OLIVINA AV
RAILROAD AV
CHESTNUT ST
FIRST ST
SECOND ST
THIRD ST
FOURTH ST
MAPLE ST
JUNCTION AV
MADERA WY
JENSEN ST
HILLCREST AV
EAST AV
COLLEGE AV
WALL ST
EL CAMINITO
VANCOUVER WY
LIVERMORE AV
PATTERSON PASS RD
CHARLOTTE WY
ARLENE WY
DAPHNE DR
TESLA RD
MARINA AV
MINES RD
WENTE ST


ATTACHMENT 1
Proposed CPS Device
Proposed Hanging Basket Device
Existing Storm Nodes
Creeks
Channel
Storm Drain Line
Proposed Device Catchment
Kellog Creek
Altamont Creek
Arroyo Seco Channel
Relocated Arroyo Las Positas Channel
N VASCO RD
S VASCO RD
LAUGHLIN RD
GREENVILLE RD
ALTAMONT PASS RD
NORTHFRONT RD
SOUTHFRONT RD
PRESTON AVE
FRANKLIN LN
SUNFLOWER CT
BLUEBELL DR
WISTERIA WY
SCENIC AV
SPRINGTOWN BL
REDWOOD RD
BROADMOOR
CARAVENTA RANCH RD
CHERRY LN
1530 WB
1530 EB
NARDAHL DR
BRISA ST
COLINAS RD
POSITAS RD
PATTERSON PASS RD
DAPHNE DR
ARLENE WY
CHARLOTTE WY
LUPIN WY
174
607
10042
529
523
10002
10050
10204
10043
10046

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT WITH CAZADORO CONSTRUCTION INC. IN AN AMOUNT NOT-TO-EXCEED $214,500

(Storm Drain Trash Capture Devices, Project 2021-12)

The City of Livermore ("City") advertised on April 14, 2023, and opened three bids on May 9, 2023, for the construction of the Storm Drain Trash Capture Devices, Project 2021-12 ("Project"). The Project involves furnishing and installing trash capture devices and "No Dumping" markers at 64 storm drain inlets and manholes across the City.

City staff recommend awarding the Project to Cazadoro Construction Inc., the lowest responsible and responsive bidder for the Project.

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

1. Awards a construction contract to Cazadoro Construction Inc., in an amount not-to-exceed $214,500, for construction of the Storm Drain Trash Capture Devices, Project 2021-12, and authorizes the City Manager to execute the agreement, attached hereto as Exhibit A and incorporated by this reference;

2. Rejects all other bids or proposals; and

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 _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A- Construction Contract with Cazadoro Construction Inc.

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Cazadoro Construction Inc. a Caliornia Corporation("Contractor") for work on the Storm Drain Trash Capture Devices("Project"), City Project No. 2021-12.

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two Hundred Fourteen Thousand Five Hundred Dollars ($214,500) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 30 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate 2 Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 5 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: One thousand dollars ($ 1,000) per day.

6.2. Final Completion Deadline: Five Hundred dollars ($ 500) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	Bob Vinn	Cazadoro Construction Inc
Address	1052 South Livermore Avenue	1485 Bayshore Blvd.
City/state/zip	Livermore, CA 94550	San Francsico, CA 94124
Phone	(925) 960-4516	(415) 466-6093
Fax	(925) 960-4505	
Attention	City Engineer	Bryan Holm
Email	bgvinn@livermoreca.gov	bholm@cazadoro.com
Copy to	jsrasmussen@livermoreca.gov	

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive

terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY	CONTRACTOR
City of Livermore, a California Municipal Corporation	CAZADORO CONSTRUCTION INC
s/_____	s/ [signature] BRYAN HOLM, PRESIDENT
Marianna Marysheva, City Manager	Name/Title [print]
Date: _____	Date: 5/15/23
Approved as to form:	s/ [signature] DAVID ROSENZO, SECRETARY
_____	Name/Title [print]
City of Livermore City Attorney	Date: _____
	1003033
	Contractor's Calif. License Number(s)
	Seal:
	4/30/25
	Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with Jacobs Engineering Group Inc., for the Water Resources Division's Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project, for a two-year term, in an amount not-to-exceed $296,954 and authorizing the City Manager to approve equipment procurement in an amount not-to-exceed $120,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the execution of an agreement with Jacobs Engineering Group Inc. (Jacobs), in an amount not-to-exceed $296,954 for Professional Services for the Water Resources Division's Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project, and
2. Authorizing the City Manager to approve all the equipment procurement for this project in an amount of not-to-exceed $120,000.

SUMMARY

The Water Resources Division (WRD) Supervisory Control and Data Acquisition (SCADA) Master Plan identified several different system improvement projects aimed at increasing reliability and resiliency of the system. One project will replace existing network cables and equipment to establish reliable SCADA system communications. Staff have selected Jacobs Engineering Group Inc. (Jacobs) to perform the following services: network design, construction support, and system cutover.

DISCUSSION

In August 2020, the City retained Jacobs to develop a SCADA Master Plan that would improve the reliability and resiliency of the City's SCADA system. This Master Plan consists of a system improvement plan and two sets of improvement standards. The selection of the consultant was based on a review of the summary of qualifications submitted in 2019. Jacobs delivered the improvement plan in April 2021. During project development, the team took into consideration industry trends with the greatest potential to meet the selected operations and maintenance goals. In addition, the project team established prioritization and schedule criteria. Major component replacements are prioritized based on

life-cycle obsolescence and criticality to the SCADA system, as follows: servers, networks, Water Reclamation Plant Programmable Logic Controllers (PLC), and remote site (e.g., pump stations) PLCs.

The implementation plan identified seven projects over four years. In February 2022, the City contracted with Jacobs to replace the SCADA servers as the first project (Server Project). This project will be completed by early 2024. Meanwhile, the second project, known as WRP Network Upgrade Project (Network Project), can start in parallel with the first project. The Network Project will replace multi-mode fiber-optic cables and unmanaged switches to establish reliable SCADA system communications.

Jacobs's service covers the system design, configuration, construction support, testing, and commissioning. Jacobs provides this full-package service to many other agencies. Through the Master Plan and Server Projects, Jacobs has come to understand the City's system and needs and has performed well. As a result, this project can be more efficiently and effectively executed by Jacobs, with less required lead time than would be needed for a new consultant.

City staff will directly procure the equipment identified by Jacobs during the design phase. The estimated equipment cost is $120,000.

Staff will bid out the installation of the fiber itself and the City-procured equipment at a future date.

Jacobs's scope during the Network Project includes three major tasks:

Task 1: Network Design
The network design task includes development of the following deliverables:

- SCADA Network Architecture.
- Bid package (drawings and specifications) for fiber optic construction.
- Cost estimates for the new network construction.
- A Bill of Materials and cost estimates for network equipment procurement.

Task 2: Network Installation
During the network installation, Jacobs will perform the following tasks:

- Construction management of the fiber-optic contractor.
- Confirmation of the new fiber optic connectivity.
- Network switch configuration and lab-based factory testing.
- Preliminary cutover planning.

Task 3: Network Cutover
During the network cutover, Jacobs will perform the following tasks:

- Conduct field testing.
- Review the cutover plan and fallback procedures in preparation for network cutover.
- Execute the cutover plan in conjunction with City staff.
- Provide training, and operation and maintenance manuals.

FISCAL AND ADMINISTRATIVE IMPACTS

Staff do not anticipate any fiscal or administrative impacts due to the approval of this agreement and procurement. This project is included in the proposed Capital Improvement Program Budget as Capital Improvement Project No. 202129 (WRP SCADA Server and Network Update) with funding spread

across FY 2023-24 and FY 2024-25. Funding for this project will come from the Wastewater Replacement Fund 239 and Sewer Connection Fee Fund 241.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Proposed Agreement.pdf

Prepared by: Yanming Zhang
Water Resources Technical Programs 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 EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC., FOR THE WATER RESOURCES DIVISION'S SUPERVISORY CONTROL AND DATA ACQUISTION NETWORK UPGRADE PROJECT IN AN AMOUNT NOT-TO-EXCEED $296,954 AND AUTHORIZING THE CITY MANAGER TO APPROVE EQUIPMENT PROCUREMENT IN AN AMOUNT NOT-TO-EXCEED $120,000

City of Livermore staff have identified Jacobs Engineering Group Inc. as the most qualified consultant for the Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project. This project will replace existing network cables and equipment to establish a self-healing ring topology for improved communications reliability of the SCADA system. The selection process was based on the previous work quality, and scope and fee negotiation. Staff will procure the necessary equipment to complete this project.

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

1. Adopts a resolution authorizing the execution of an agreement with Jacobs Engineering Group Inc., attached hereto as Exhibit A, in an amount not-to-exceed $296,954 for professional services for the Water Resources Division's Supervisory Control and Data Acquisition (SCADA) Network Upgrade Project.

2. Authorizes the City Manager to approve equipment procurement for this project in an amount not-to-exceed $120,000.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with Jacobs Engineering Group Inc.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Jacobs Engineering Group Inc. ("Consultant"), a Delaware corporation licensed and registered to do business in California.

RECITALS

City requires professional services to upgrade the Water Resources Division's obsolete supervisory control and data acquisition (SCADA) network. The Network Upgrade Project will replace multi-mode fiber-optic cables and unmanaged switches to establish a self-healing ring topology for reliable SCADA system communications.

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"):

Water Resources Division's Network Upgrade Project will replace multi-mode fiber-optic cables and unmanaged switches to establish a self-healing ring topology for reliable SCADA system communications.

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;

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(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 Yanming Zhang, Water Resources Technical Programs 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 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

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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 $296,954 ("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 3, 2023, and terminates upon the completion of the Services or June 30, 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,

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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.

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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

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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 CONSULTANT: Attention: John Ryan
Jacobs Engineering Group
4 Embarcadero Center, Suites 3800
San Francisco, CA 94111

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

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

CONSULTANT: **Dated:**

DocuSigned by:
John Ryan
0418E03E82FA428...

5/16/2023 | 11:15 AM PDT

By: John Ryan
Title: Designated Project Executive

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Massanti
245E8B36E34C467...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
1926394A273E4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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Jacobs

WRP Network Upgrade Project

Scope and Fee Proposal

March 31, 2023



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WRP Network Upgrade Project

Client Name:	City of Livermore	
Document Title:	WRP Network Upgrade Proposal	
Document No.:		
Revision:	5	Final
Revision Date:	March 31, 2021	
Project/Proposal No:		
Project Manager:	Jason Hise	
Prepared By:	Michael Johnson	
Approved By:	John Ryan	
File Name:		

Jacobs
2485 Natomas Park Drive
Suite 600
Sacramento, CA 95833
Phone: +1 (916) 920-0300

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Contents

1. Project Understanding 1

2. Description of Services 2

2.1 Task 1 - SCADA Network Design 2

2.2 Task 2 – WRP Network Installation 3

2.3 Task 3 – WRP Network Cutover 4

2.4 Task 4 – Project Management 5

2.5 Roles and Responsibilities 6

2.6 General Assumptions 6

2.7 Schedule / Program 7

3. Jacobs Team 8

4. Fee Proposal 9

DocuSign Envelope ID: 850A9F24-FBB2-46DA-9C1A-E3E061DBEDB8

1. Project Understanding

The City of Livermore Public Works Department Water Resources Division (Livermore, WRD) receives treated water from Zone 7 Water Agency, and is responsible for water distribution, wastewater collection, wastewater treatment, and stormwater management. WRD uses a supervisory control and data acquisition (SCADA) system to monitor and control the WRD Water Reclamation Plant (WRP), four wastewater lift stations, three stormwater lift stations, and the water distribution system (including five pump stations and three reservoir sites). The SCADA system and the data it collects are critical to supporting operations and regulatory reporting functions.

In August 2020, WRD contracted with Jacobs to develop a SCADA Master Plan that consists of an implementation plan, convention standards, and component standards. Jacobs delivered the final implementation plan on April 30, 2021. The implementation plan identified seven projects over four years to upgrade and replace the WRD SCADA system.

1) Replace Servers
2) Upgrade WRP Network
3) Upgrade WRP Programmable Logic Controllers (PLCs)
4) Replace WRP PLCs
5) Evaluate Serial Radios
6) Upgrade Remote Site PLCs
7) Replace Remote Site PLCs

In February 2022, WRD contracted with Jacobs to replace the SCADA servers, also referred to as Operations Technology (OT). This project replaces obsolete server hardware and software to establish a reliable platform for SCADA applications and subsequent SCADA system upgrade projects.

The WRP Network Upgrade Project will replace multi-mode fiber-optic cables and unmanaged switches to establish a self-healing ring topology for reliable SCADA system communications.

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2. Description of Services

The proposed approach to upgrading the WRP network includes four tasks:

1) SCADA Network Design
2) WRP Network Development/Testing
3) WRP Network Installation/Cutover
4) Project Management

2.1 Task 1 - SCADA Network Design

The SCADA network design task includes development of the following:

- SCADA Network Architecture, based on ring topology with self-healing capabilities to be used for local and remote sites connectivity
- specifications and drawings (a bid package for a fiber optic installation contractor) and cost estimates for fiber-optic cabling, termination panels, and testing in the WRP
- a Bill of Materials (BOM) and cost estimates for product procurement (managed network switches (1GB minimum), etc.)

Both the fiber-optic network design and the managed network switch selections will be based on NIST Guidance (800-82 Rev 2, 800-53 Rev 4). Following NIST guidelines will minimize single points of failure, maximize cyber protection against "Man in the Middle" network interception attacks, and maximize physical protection with tamper resistance and detection technologies. Following NIST guidelines Jacobs will assist with developing and deployment of configuration standards for hardening SCADA network switches.

Subtask 1.1 – Kickoff Meeting and Site Investigation

Jacobs will review the draft network diagram developed in the SCADA Server Replacement Project. A kickoff (1 hour) meeting will be held to review the objectives of the project with all Livermore stakeholders, followed by a site investigation that includes access to computers, network performance monitors current available storage, and network switch configurations accompanied by appropriate WRD staff.

Subtask 1.2 – Develop Network Architecture:

Jacobs will facilitate ***Workshop #1*** with WRD and IT staff to develop a new network architecture for the SCADA system, including external access connectivity. Topics will include network media (fiber optic, radios, etc.), network switches, redundancy and resiliency, cybersecurity (firewalls and endpoint protection), and cost-benefits of all major components (hardware, software, and media). The architecture design assumes an upgrade to single mode fiber cables, a self-healing fiber ring at the WRP, backup connections to remote sites, and cybersecurity features based on NIST 800 standards and the Purdue model for industrial control systems (ICS). Jacobs will document the workshop results in a draft technical memorandum (TM) that describes WRD's SCADA network architecture (maximum of 5 drawings) and includes a draft cost-benefit analysis of architecture options.

Subtask 1.3 – Design WRP Network:

Jacobs will facilitate ***Workshop #2*** with WRD and IT staff to design the new WRP network based on the results of Workshop #1. The design will focus on the fiber optic backbone at the WRP and connectivity security for future external access. Future external access includes Livermore business IT applications, remote sites, and operator remote access. Future external access will be provided by others and is not included in this project. Jacobs will document the workshop results in:

- a biddable document set (90% design) for fiber optic cable installation, termination, and testing, including UPS power requirements and sizing for all new network equipment, electrical plans, riser diagrams and details for new conduit or panel installations (maximum of 20 drawings).

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- a draft TM summarizing the cost-benefit analysis and recommendations, and a Bill of Materials (BOM) that includes procurement information for purchase orders of all network switches and software.
- after review by WRD/IT, Jacobs will provide a Final TM and 100% Design (Bid Set) for WRD to initiate procurement procedures for the network switches and the fiber optic contractor.

Deliverables:

- Kickoff Meeting Presentation & Meeting Notes
- Network Architecture ***Workshop #1*** Presentation & Meeting Notes
- SCADA Network Architecture TM, including:
  - Cost Benefit Analysis
  - Network Block Diagrams (2; As-Is, To Be)
  - Overall Site Plans (2, As-Is, To Be)
- WRP Network Design ***Workshop #2*** Presentation & Meeting Notes
- Draft WRP Network Design TM, including:
  - Draft Bill of Materials
  - Class 3 Cost Estimate for Fiber Optic Installation
- 90% Design Bid Package, including:
  - Cover Sheet
  - Legend Sheets (2)
  - Fiber Optic Cable Diagram
  - RO Building Plan & Details
  - Admin Building Plan & Details
  - Lab Building Plan & Details
  - Water Building Plan & Details
  - Digester Building Plan & Details
  - Solids Building Plan & Details
  - Rickenbacker Plan & Details
  - RAS/WAS Building Plan & Details
  - Switchgear Plan & Details
  - Filter Building Plan & Details
  - Blower Building Plan & Details
  - Greenhouse Area Plan & Details
  - UV Building Plan & Detail
  - LAVWMA Building Plan & Details
  - Maintenance Building Plan & Details
  - Installation Details 1 of 2
  - Installation Details 2 of 2
- Final WRP Network Design TM, including:
  - Final Bill of Materials for equipment to be procured by Livermore
  - Class 2 Cost Estimate for Fiber Optic Installation
- 100% Design Bid Package, including:
  - All 90% Design Specifications and Drawings
  - Bid Instructions, Division 0&1 Specifications

2.2 Task 2 – WRP Network Installation

The WRP network development/testing task will assist WRD in construction management for the fiber-optic contractor and focus on network switch configuration, lab-based factory testing, and preliminary cutover planning. Construction management assistance will review pre- and post-installation Optical Time Domain Reflectometer (OTDR) test results to ensure the new fiber optic signal transmissivity is within manufacturer

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recommended specifications. Configuration of the existing and new SCADA network switches will be performed in compliance with industry best practices and methodologies.

Subtask 2.1 – Assist in Fiber Optic Installation:

Jacobs will assist WRD in contract management for the fiber optic installation contractor. This includes promoting bid awareness and reviewing bids, requests for information (RFI), submittals, change orders, inspection reports, and OTDR test results.

Subtask 2.2 – Configure and Test WRP Network Equipment:

Jacobs will facilitate ***Workshop #3*** with WRD and IT staff to develop a detailed plan for configuration and factory testing of the WRP network. Configuration topics will include the cybersecurity architecture and the SCADA security zone. Security policies and procedures will be reviewed and followed. Jacobs will document the workshop results in a draft network testing TM that includes factory testing procedures, hardware installation sequences, preliminary cutover plan, training, and documentation requirements. Jacobs will incorporate feedback for a final WRP Network Testing TM.

Based on receipt of all equipment and software at the Jacobs control system lab (located in Redding, CA), Jacobs will perform the following tasks:

1) Configure the managed network switches in accordance with the configuration plans defined in the WRP Network Testing TM.
2) Perform and document all factory testing procedures in conjunction with WRD and IT staff.
3) Document the completion of the network switch configurations in a Factory Testing Acceptance Report.

Deliverables:

- Construction Management Reviews of Bids and Submittals (Materials, Inspections, OTDR Tests)
- WRP Network Testing ***Workshop #3*** Presentation & Meeting Notes
- Draft and Final WRP Network Testing TM including:
  - Configuration Plans
  - Factory Testing Procedures
  - Preliminary Cutover Plan
  - Factory Acceptance Test and Report
  - Field Testing and Commissioning Procedures
  - Training and Documentation Requirements
  - Decommissioning Plans
- Configured Network Equipment (Switches, etc.)

2.3 Task 3 – WRP Network Cutover

The WRP network installation task will connect the new network switches to the new fibers in preparation for network cutover. The cutover task will review the preliminary cutover plan and fallback contingencies to minimize disruption to operations. Field testing procedures will follow similar factory testing procedures when each field switch is cutover to the new network.

Based on the Factory Testing Acceptance Report, Jacobs will conduct field testing with network equipment connected to the new fiber network. Following successful field testing of the WRP network, Jacobs will facilitate ***Workshop #4*** with WRD OT staff to review the preliminary cutover plan, resource responsibilities, and validation and fallback procedures in preparation for network cutover. Workshop participants will identify last-minute considerations that may impact the cutover. Jacobs will execute the cutover plan in conjunction with WRD, IT and Operations staff, during cutover, commissioning, and decommissioning. Jacobs will document the successful cutover of the WRP network in a System Acceptance Report.

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Following successful cutover of the WRP network, Jacobs will prepare a draft O&M manual and presentation materials for a training session with WRD and IT staff. Jacobs will train WRD and IT staff on a holistic overview of the new network, consisting of its configuration, monitoring capabilities, and cybersecurity protection measures.

Based on feedback on the training session, Jacobs will submit a final O&M manual. For final acceptance, Jacobs will provide as-built documentation of the WRP network, consisting of the network diagrams and final managed network switch configurations.

Deliverables:

- Installed New Network Equipment connected to New Fiber Optic Cables
- WRP Network Cutover Preparation ***Workshop #4*** Presentation & Meeting Notes
- System Acceptance Report
- Training Documentation including:
  - Draft & Final O&M Manual
  - Training Presentation
- As-built Documentation including:
  - Network Diagrams
  - Final Configurations

2.4 Task 4 – Project Management

As project manager, Jason Hise will work closely with the Livermore team (WRD and IT staff) while managing Jacobs' team. He will provide the technical resources necessary to complete the job, prepare the project schedule and work plan, monitor the project budget and schedule, conduct project meetings and over-the-shoulder reviews, implement the QA/QC process, and communicate regularly with the Livermore team. For the workshops he leads and facilitates, Jason will provide timely detailed meeting notes with action items, corrective actions to be followed, and work-around plans to maintain schedule and budget. He will provide schedule updates at monthly project management team meetings and works with Jacobs's project controls team to set up the project accounting and invoice structures required for billing purposes.

Subtask 4.1 Project Management

Jacobs will furnish project management services necessary to properly manage, lead, and control the project work. Jacobs will furnish project management services for the project, as follows:

- Progress Monitoring—Monitor budget, work progress, and schedule for each task. Manage scope changes and act to resolve impacts on budgets as soon as scope changes have been identified.
- Administration—Maintain project records, manage, and process project communications, and coordinate Project administrative matters.
- Staff Management—Supervise activities of staff assigned to the project. Coordinate and schedule appropriate staffing to meet project requirements.
- Health and Safety—Jacobs will provide project specific field safety instructions for use by team members when performing field investigations at WRD sites.

Subtask 4.2 Monthly Reporting

Jacobs will prepare monthly progress reports. The reports will include at a minimum, the following:

- Progress within the last month, by task and subtask
- Problems encountered or anticipated
- Items scheduled for work in the next month
- Monthly project billings showing labor hours by staff member and by task

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Subtask 4.3 Quality Assurance

Quality assurance (QA) is the administrative and procedural activities implemented in our quality system to guarantee high level of quality in the development, production, and delivery of our engineering projects and services at each phase of the project. Quality control (QC) is the observation of techniques and activities used to make sure the requirements of our quality procedures and program are met. It is our system for verifying and maintaining the desired level of quality through careful planning, continued review and "inspection," and implementation of corrective action, as required. QC makes sure the results of what we've done are what you expected.

Jason Hise will work closely with Quality Manager Michael Johnson to implement our rigorous internal QC and QA process for the Master Plan. Michael will develop a tailored Quality Plan for this project and provide training on the quality process. The Quality Plan outlines the responsibility of the originator and the reviewer for plans, specifications, reports, calculations, quantities, and cost estimates. When all deliverables conform to the procedural guidelines, formats, and content expectations, review delays are minimized. Michael reviews the documentation prepared for each step of the process and ensures that reviews are conducted thoroughly.

Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule
- Field Safety Instructions

2.5 Roles and Responsibilities

The following are roles and responsibilities specific to the cutover sequence.

- Jacobs's role and responsibilities: Jacobs will be responsible for cutting over each network device, validating the cutover, communicating with the lead operation personnel, and maintaining a fallback position throughout the cutover. Before any cutover activity is initiated Jacobs will request the cutover permission from the lead operations and receive confirmation that operation is ready for the action before acting. Jacobs will follow any instructions from the WRD's lead operations staff including failing back to the old network. Jacobs will provide project deliverables in MS Word, Excel, PDF, or Visio formats.
- WRD's role and responsibility: The WRD will be responsible for maintaining monitoring and control of the WRP. The lead operator will be informed of all requested cutover activities before they happen and grant permission for all cutover activity step by step.

The activities described below are assumed to be provided by WRD:

- Actively participate in team conference calls and face-to-face/virtual meetings
- Schedule appropriate WRD and IT personnel to participate in workshops
- Provide one set of comments to draft documents and drawings in a timely manner (typically 2 weeks)

2.6 General Assumptions

- The WRP Network Upgrade Project includes installation and configuration of switches in the WRP and security configuration of the SCADA security zone for the control system physical network. Network design services and security measures outside the WRP SCADA security zone are not included in this scope. Network design services may be performed under a separate task order that includes design, configuration, installation and testing of remote site network switches, cabling, and network security measures. Fiber optic infrastructure will be provided for multiple physical networks including Business IT networks for the City's future use.
- Network design drawings are based on the availability and accuracy of existing reference drawings provided by the City.

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- Due to global chip shortages, chip-based hardware products are experiencing price increases and extended delivery schedules. Although some contingency for material cost increases is included in this proposal, Jacobs cannot guarantee hardware and software pricing at the time of procurement.
- WRD will procure all network hardware and software for delivery to Jacobs' control system lab in Redding, CA and ship the Factory Tested hardware and software to the WRP in Livermore, CA.
- Jacobs will evaluate the existing electrical service for UPS to network equipment in this project. No design or construction costs for electrical service upgrades are included in this proposal.
- All workshops are assumed to be in-person unless otherwise directed by WRD staff.
- All deliverable documents will be provided in native electronic format (Word, Excel, Visio, etc.).
- All training and training documentation are limited to the equipment procured in this project.
- Labor and material fees are developed from the detailed cost estimates in the SCADA Master Plan.

2.7 Schedule / Program

The scope of engineering services and activities associated with this proposal will be completed in accordance with the following approximate Project targets:

Activity	Target Start	Target Finish
Task 1 – SCADA Network Design	4/15/2023	8/14/2023
Task 2 – WRP Network Installation	8/15/2023	2/14/2024
Task 3 – WRP Network Cutover	2/15/2024	5/14/2024
Task 4 – Project Management	4/15/2023	5/14/2024

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3. Jacobs Team

The proposed Jacobs team members are either a continuation of team members from the SCADA Server Replacement Project or selected from the Jacobs Operational Technology group. The classification rate schedule in the SOQ submitted in January 2019 shows a 3% annual escalation for hourly billing rates from 2019 through 2021.

Jacobs Key Team Members

Staff Member	Classification	Project Role
Michael Johnson	Principal Technologist	Quality Manager
Jason Hise	Senior Technologist	Project Manager
Iouri Ossokine	Project Engineer	Lead Project Engineer
Craig Cusworth	Engineer Specialist	Fiber Optic Engineer

Jacobs Engineering Group
Classification Rate Schedule for City of Livermore
Hourly Billing Rates

Classification	2022	2023	2024
Principal Technologist*/Principal Project Manager	$277	$286	$298
Senior Technologist*/Senior Project Manager	$258	$266	$277
Engineer Specialist*/Project Manager	$243	$251	$262
Project Engineer*	$216	$223	$232
Associate Engineer*	$196	$202	$211
Staff Engineer 2*	$171	$177	$185
Staff Engineer 1*	$146	$151	$158
Engineering/CAD Tech 3	$130	$134	$140
Engineering/CAD Tech 2	$108	$112	$117
Engineering/CAD Tech 1	$98	$101	$106
Office/Administrative/Clerical	$94	$97	$101

*Includes engineering, software development, consulting, planner, and scientist disciplines

Notes:

1. A 10% mark-up will be applied to all direct costs and expenses (materials, transportation, meals and lodging, mail, subcontracts, outside services, etc.)
2. A 3% escalation rate is applied annually to all hourly billing rates, except for 2024. Due to rising inflation, a 4% escalation rate will be applied to 2024 hourly billing rates.
3. Rates are effective from January 1 through December 31 each calendar year.

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4. Fee Proposal

The fee proposal shown below is based on the contract terms and conditions in a standard City of Livermore Professional Services Agreement.

TASK NAME	TOTAL HOURS	TRAVEL & EXPENSES	TOTAL FEE
TASK 1 – SCADA NETWORK DESIGN	772	$1,980	$143,480
TASK 2 – WRP NETWORK INSTALLATION	222	$2,860	$51,648
TASK 3 – WRP NETWORK CUTOVER	290	$2,640	$59,748
TASK 4 - PROJECT MANAGEMENT	240	$0	$42,078
FEE PROPOSAL TOTAL	1524	$7,480	$296,954

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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/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.

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

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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. 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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.5**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Construction Testing Services, Inc. to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Construction Testing Services, Inc., to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

SUMMARY

The Engineering Division needs consultants to perform on-call geotechnical and materials testing and provide quality assurance inspection, testing and acceptance on construction projects including subdivisions, capital improvement projects, and encroachment permits. These services include quality assurance testing on backfill and pavement, concrete testing, soils testing and geotechnical investigative work, special inspections as required by Chapter 17 of the 2019 Edition of the California Building Code, and environmental inspections and investigations. This agreement for professional services with Construction Testing Services, Inc. will provide on-call geotechnical engineering and material testing consulting services for a three-year term. The agreement has a not-to-exceed amount of $600,000.

DISCUSSION

Staff sent out a Request for Proposals to firms interested in the on-call geotechnical engineering and materials testing contract. Ten Statements of Qualifications were received from the following firms:

Contractor Name	Contractor Location
BSK Associates	Livermore
Geocon Consultants, Inc	Livermore
ENGEO Inc	San Ramon
Atlas Technical Consultants LLC	Livermore
Apex Testing Laboratories, Inc.	San Francisco

Construction Testing Services	Pleasanton
RES Engineering, Inc	San Francisco
Universal Engineering Services	Stockton
Ninyo & More	Alameda
Smith Emery	San Francisco

A four-person selection committee reviewed the statements and chose the top four firms, BSK Associates, Construction Testing Services, Atlas Technical Consultants. and Geocon Consultants, Inc., for interviews. The firms were rated based on responsiveness to the requirements specified in the Request for Proposals. In order to meet the consultant services needs of the City, staff is recommending award of contracts to the top two firms, Construction Testing Services, Inc. and BSK Associates. Each of the firms selected has specific areas of expertise which will allow staff flexibility when assigning work. This agreement is with Construction Testing Services, Inc.

This agreement with Construction Testing Services, Inc. will commence July 1, 2023, and terminate June 30, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The contract has a not-to-exceed amount of $600,000 for the 3-year term. Services received under this agreement will be paid from capital improvement projects in the approved 2023-2028 Capital Improvement Plan and from inspection fees collected for all developments and encroachment permits.

COMMUNITY PILLAR
5: A City That Works

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

GUIDING DOCUMENT

2023-2028 Capital Improvement Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement with Construction Testing Services

Prepared by: Mike Stamm
Construction Inspection 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 EXECUTION OF AN AGREEMENT WITH CONSTRUCTION TESTING SERVICES, INC. TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING AND MATERIAL TESTING CONSULTING AN AMOUNT NOT-TO-EXCEED $600,000

The Engineering Division requires on-call geotechnical engineering and materials testing to provide quality assurance inspection, testing and acceptance on construction projects including subdivisions, capital improvement projects, and encroachment permits. These services include quality assurance testing on backfill and pavement, concrete testing, soils testing and geotechnical investigative work, special inspections as required by Chapter 17 of the current edition of the California Building Code, and environmental inspections and investigations.

Construction Testing Services, Inc. (CTS) has been providing geotechnical engineering and materials testing consulting services for over 29 years. They are located in Pleasanton and are able to respond quickly and efficiently to material sampling and inspection requests. CTS is very knowledgeable and is well experienced in providing inspection and testing services for public buildings, airports, underground utilities, streets, and transportation infrastructures. They have a fully accredited independent testing lab that is Caltrans certified and have a team of construction inspectors and engineers with extensive experience that have completed projects for other cities in the Bay Area and throughout Northern California. This agreement covers on-call services for a three-year period and authorizes the City Engineer to approve work related to the agreement within the overall contract amount of $600,000 when consistent with existing appropriations.

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 Construction Testing Services, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $600,000, for on-call geotechnical engineering and materials testing consulting services.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A –Professional Services Agreement with Construction Testing Services

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Construction Testing Services, Inc. ("Consultant"),a California corporation.

RECITALS

City requires professional services to provide construction inspection, special inspections, and materials testing services.

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"):

Geotechnical Engineering and Material Testing Consulting Services On an On-Call Basis

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;

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(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 Michael Stamm ("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,

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(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 $600,000 ("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, 2023, and terminates upon the completion of the Services or June 30, 2026, 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

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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.

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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:

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TO CITY: Attention: City Engineer,
cc Michael Stamm,Construction Inspection Manager
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Patrick Greenan, President/Principal-in-Charge
Construction Testing Services, Inc.
2118 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.

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Signatures and Attachment List on the Next Page

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

CONSULTANT: **Dated:**

DocuSigned by:
Patrick Greenan
486D4B4925E1648B...

5/30/2023 | 4:08 PM PDT

By: Patrick Greenan,
Title: President/Principal-in-Charge

CITY OF LIVERMORE: **Dated:**

By: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jana Mazzanti
241E98655E4D457...

Assistant City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
[illegible]

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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EXHIBIT "A"
SCOPE OF SERVICES & HOURLY RATES
GEOTHECHNICAL ENGINEERING, MATERIAL TESTING AND INSPECTION

The Consultant will assign the qualified personnel to perform the work under schedules to be developed jointly with the Community Development Department, Engineering Division. Most of the requests for services will be handled by phone call or field contact the day prior. Some requests may be made the same day as needs may dictate.

The Consultant will be working with the Construction Inspection Manager and Design/Construction Section's engineers and technicians on a multitude of City capital improvement projects, encroachment permits, and private developments where public improvements are being constructed. The Consultant will work only by written request of the City's Construction Inspection Manager, Assistant City Engineer, or City Engineer, no calls for services to be accepted via any other source (i.e., contractors, developers, and consultants) or that are not in writing by authorized City Staff. The Consultant is to report all findings in the performance of services to the City within a reasonable mutually agreed upon time frame.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the City's Quality Assurance Program for Federal Highway Projects (RFP Exhibit 2). Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

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- Special inspections as required by Chapter 17 of the 2019 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See Building Department handout (RFP Exhibit 3) for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at various facilities. (I.E. sewer treatment plant)

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Availability of temporary inspection personnel if requested.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions varies from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary to development of soils management plans.

The selected firm must have personnel certified by Caltrans to perform material testing on state funded projects and an available soils laboratory also certified by the State of California. Qualified consultants are requested to submit proposals to the City as provided herein and if successful, to sign the Agreement.

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EXHIBIT A

STATEMENT OF SPECIAL INSPECTION FORM

Project Title: _____ Plan Check #: _____

Project Address: _____

This Statement of Special Inspections is submitted in fulfillment of the requirements of the 2019 California Building Code Chapter 17.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and California Building Code Sections 1704 and 1705.

The attached Summary of Special Inspections lists the special inspections and tests required. Special inspectors will refer to the approved plans and specifications for detailed special inspection requirements.

Any additional tests and inspections required by the approved plans and specifications will also be performed.

BEFORE A PERMIT CAN BE ISSUED:

The owner or his representative, on the advice of the registered design professional in responsible charge, shall complete, sign by all parties, and submit two (2) copies of this package to this Division for review and approval.

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STATEMENT OF SPECIAL INSPECTION FORM, CONTINUED

1. The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections.
2. Contractor is responsible for proper notification to the Inspection or Testing agency for items listed.
3. Only the testing laboratory should take samples and transport them to their laboratory.
4. Copies of all laboratory reports and inspections are to be sent directly to this Division and to the registered design professional in responsible charge by the testing agency on a weekly basis.
5. Inspection agency to submit names and qualifications of on-site special inspectors to this Division for approval. Submission of qualifications is not required when the agency utilizes the inspectors who are pre-approved by the City. See Item #10 below.

   The agency must provide each special inspector with an identification badge that indicates the following:

   - Name of inspector.
   - Photo of inspector.
   - The specific areas in which the inspector is qualified to inspect.
   - An authorization signature by the registered engineer who is a full-time employee of the agency.
   - The special inspector shall display his/her badge whenever performing the function of an inspector.
6. The special inspector is responsible to the Chief Building Official for immediate notification of any concerns and/or problems encountered.
7. It is the responsibility of the contractor to review the Building Division approved plans for additional inspection or testing requirements that may be noted. A pre-construction conference at the job site is recommended to review special inspection procedures.
8. The special inspector shall use only Building Division approved drawings.
9. BEFORE AN OCCUPANCY PERMIT CAN BE ISSUED: A final report of special inspections documenting required special inspections, tests and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (California Building Code Section 1704.2.4). The final report will document:

   - Required special inspections.
   - Correction of discrepancies noted in inspections.

   A copy of final report to be maintained at the job site for the Building Inspector's review prior to final inspections.
10. Attach a City approved matrix list from the Special Inspection Agency for all special inspectors showing inspection areas for which they are qualified by experience and appropriate certifications (see enclosed). This will be cross checked with the list currently residing in our office, to make sure all special inspectors are approved by the City.

ACKNOWLEDGEMENT:

Print: _____ Sign: _____ Date: _____
Registered Design Professional in Responsible Charge

Print: _____ Sign: _____ Date: _____
Owner's Authorization

Print: _____ Sign: _____ Date: _____
Contractor

Print: _____ Sign: _____ Date: _____
Special Inspection Agency

Print: _____ Sign: _____ Date: _____
Building Official's Acceptance

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EXHIBIT A

CONSTRUCTION TESTING SERVICES
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engineering

2023 FEE SCHEDULE - *P23020 1/20/2023*
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

		Standard Rate/Hour	Discounted Rate/Hour
*** FIELD INSPECTION AND LABORATORY SERVICE**			
Steel Visual		~~$240.00~~	$95.00
Nondestructive - UT, MT, PT		~~$245.00~~	$95.00
Steel Visual/UT Combination		~~$245.00~~	$95.00
Concrete ACI		~~$240.00~~	$95.00
Concrete ICC		~~$240.00~~	$95.00
Masonry		~~$240.00~~	$95.00
Fireproofing		~~$240.00~~	$95.00
Shear Wall Nailing/Framing/Hold Downs		~~$240.00~~	$95.00
Soil Technician w/Nuclear Gauge and/or Sand Cone *(portal-to-portal)*		~~$240.00~~	$115.00
Asphalt Technician *(portal-to-portal)*		~~$240.00~~	$115.00
Shoring/Soldier Piers		~~$240.00~~	$115.00
Roofing & Waterproofing		$240.00	
Multi-Disciplined Inspector		$240.00	
Inspector Requiring G1 Pay Grade		$290.00	
Specialty Inspector or Where Formal Certification is Required		$240.00	
Field Inspector with Special Enhancement		$240.00	
Safety Manager/Safety Inspector/Jobsite Safety Accountability Supervisor (JSAS)		$510.00	
Laboratory Technician		$240.00	
Additional Sample Preparation Time		$240.00	
Technician Typist		$240.00	
****PROFESSIONAL ENGINEERING SERVICES**			
Principal Engineer (Civil/Structural)		~~$375.00~~	$200.00
Geotechnical Engineer		~~$330.00~~	$185.00
Professional Geologist		~~$315.00~~	$180.00
Consulting Engineer (Civil/Structural)		~~$310.00~~	$175.00
Associate Engineer, Licensed		~~$270.00~~	$160.00
Project Manager		~~$240.00~~	$150.00
Staff Engineer		~~$240.00~~	$150.00
Field Supervision		~~$240.00~~	$150.00
ASNT Level III		~~$290.00~~	$150.00
Drafting		~~$175.00~~	$100.00
Quality Control Manager		QOR	
SPECIAL SERVICES			
Portable and Mobile Laboratories, NDT and Soils		QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation		~~$240.00~~	$95.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing *(portal-to-portal)*		~~$240.00~~	$95.00
* Coring, 1 Person (including equipment) *(portal-to-portal)*		$315.00	
* Coring, 2 Persons (including equipment) *(portal-to-portal)*		$470.00	
* Asphalt Coring *(portal-to-portal)*		$340.00	
Project Research		QOR	
Ultrasonic Testing for Non-Metallic Materials		QOR	
Pavement Rehabilitation Analysis Using Deflections		QOR	
Roof Moisture Survey		QOR	
Soil Drilling Equipment		QOR	
Geotechnical Site Investigations/Foundation Reports		QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee $125/kit	ASTM C1074	QOR	
CSL/Crosshole Sonic Logging		QOR	
Vector Mapping		QOR	
Roof Uplift Testing		QOR	
Inclinometer Testing		QOR	
Vibration Monitoring/Accelerometer		QOR	
Tilt Monitoring		QOR	
External Windows And Doors Dynamic Water Penetration Testing	AAMA 501.1	QOR	
Curtain Wall Testing	AAMA 501.2	QOR	
Ground Penetrating Radar		QOR	
DCP - Dynamic Cone Penetrometer		QOR	
Gamma-Gamma Logging of CIDH Piles (Daily Rate)	CT233	$3,600.00	
FGIA/AAMA Window and Skylight Testing (Daily Rate)	ASTM E1105, AAMA 501.2, 502 503	$3,600.00	
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee $115/Day *(portal-to-portal)*		$350.00	
Ultrasonic Pulse Velocity Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C597	$700.00	
Impact Echo Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C1383	$350.00	
Floor Flatness Testing FF/FL - Equipment Fee $115/Day *(portal-to-portal)*	ASTM E1155	$350.00	
Surface Frictional Properties Using Pendulum Tester - Equipment Fee $115/Day (portal-to-portal)	ASTM E303	$350.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - $55/Kit *(portal-to-portal)*	ASTM F1869	$350.00	
Relative Humidity Testing - $75/Kit *(portal-to-portal)*	ASTM F2170	$350.00	
Ferroscan - Equipment Fee $115/day *(portal-to-portal)*		$350.00	
GPR - Equipment Fee $115/day *(portal-to-portal)*		$400.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll		~~$200.00~~	$125.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - $500)		~~$375.00~~	$200.00
Welding Procedure Review (less than 48 hours notice - $500)		~~$375.00~~	$200.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		$550.00	
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		$550.00	
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		$550.00	
DSA Interim Reports		$225.00	
Geotechnical Pad Letter (less than 48 hours notice - $550)		~~$400.00~~	$200.00
Final Letter (less than 48 hours notice - $550)		~~$400.00~~	$200.00
EXPERT WITNESS TESTIMONY			
Court appearance, per day		$3,000.00	
Court appearance, per half day		$2,000.00	

** Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.*
***Professional engineering services will be billed in two hour increments.*

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EXHIBIT A

CONSTRUCTION TESTING SERVICES
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BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard -	
(Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - *Only Where Applicable*

Notary Services Fee	$40.00/each	
Facsimile Charges. Plus $1.00/page (n/c for cover page)	$7.00/minimum	
Wireless Router/Data Card for Jobsite Internet	$135.00/day	
iPad Monthly Rental Fee	$100.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Subsistence (per Union contract)	$130.00/day	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	$30.00/day	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	$85.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	$30.00/each	$7.00/each
Sample Pickup Trip Charge	QOR	
Weekend Sample Pickup	$150.00/each	
Project Administration	18% of Monthly Invoice	Included in RFP
Samples Made by Others: Concrete Cylinders	$130 + Test	
Samples Made by Others: All Other Tests	$75.00 + Test	
Laboratory Sample Witness Fee	$130.00	
Laboratory Sample Storage Fee (per sample)	$120.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	$150.00	
Additional Sample Retention	QOR	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of $100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

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EXHIBIT A

CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
CONCRETE			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39 and CT521	~~$95.00~~	$25.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39 and CT521	~~$85.00~~	$25.00
Compressive Strength of Cylindrical Concrete Specimens (Over 6000 PSI)	ASTM C39 and CT521	$170.00	
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	$90.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$110.00	
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	$145.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	$555.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$355.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	CT523 and CT524	$355.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	$180.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	$505.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	$130.00	
Shotcrete Production Cores	ASTM C1140	$130.00	
Coefficient of Thermal Expansion	AASHTO T336	$580.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	$455.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	$1,100.00	
Cement Quality Sampling	CBC 2010	$705.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	$70.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$275.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	$255.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	$165.00	
Density of Hydraulic Cement	ASTM C188	$225.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	$180.00	
GFRC Pull Test	PCI	$445.00	
GFRC Flexural Test	PCI	$445.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	$605.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	~~$140.00~~	$50.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	~~$140.00~~	$50.00
Compressive Strength of Masonry Prisms	ASTM C1314	~~$245.00~~	$100.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	~~$245.00~~	$100.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	~~$140.00~~	$50.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	$215.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	$320.00	
Masonry Core Shear Testing	CBC 2105A.4	$320.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	$395.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	$1,055.00	
Mortar Molds. 2" x 4". Single Use		$140.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		$140.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	$530.00	
AGGREGATES (CONCRETE AND SOILS)			
Sieve Analysis of Coarse Aggregates (Coarse Only 2" - No.4)(sample size over 2" QOR)	ASTM C136, CT202, and AASHTO T-27	~~$250.00~~	$125.00
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No.4 - No.200)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$320.00~~	$125.00
Sieve Analysis of Combined Fine and Coarse Aggregates (Wash Included 2" - No.200) (sample size over 2" QOR)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$405.00~~	$175.00
Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (200 Wash)	ASTM C117, CT202, and AASHTO T-11	~~$250.00~~	$175.00
Evaluating Cleanness of Coarse Aggregate	CT227	$405.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	$330.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	$230.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	$255.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	$420.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT206, and AASHTO T-85	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	$420.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131, C211, and AASHTO T-96	~~$570.00~~	$300.00
Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	$570.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	$455.00	
Uncompacted Void Content of Fine Aggregate (as influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252, CT234, and AASHTO T304A	$455.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	~~$320.00~~	$175.00
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	$630.00	
Aggregate Moisture Content	ASTM C566	$630.00	

**Unusual sample preparation for brick specimen will be charged at the established hourly rate.*

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EXHIBIT A

CONSTRUCTION TESTING SERVICES
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SOILS AND AGGREGATE SERVICES AND TESTS

		Standard Rate/Each	Discounted Rate/Each
SOILS			
Moisture Content of Soil by Oven	ASTM D2216, CT226, and AASHTO T-265	~~$175.00~~	$75.00
Moisture Content of Soil by Microwave Oven	ASTM D4643	$230.00	
Density of Soil In Place by the Drive-Cylinder Method Including Moisture Content of Soil by Oven	D2937	$260.00	
Remold of Soil Samples	Varies	$155.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	$605.00	
Permeability Additional Cell Time		$605.00	
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	~~$605.00~~	$350.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (three points)	ASTM D4767	$1,105.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (includes 3 points)(includes Pore Pressures)	ASTM D4767	$1,955.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)(includes Pore Pressures)	ASTM D4767	$655.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)(includes Pore Pressures)	ASTM D4767	$655.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	$190.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	$320.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	$580.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166 and CT221	$230.00	$100.00
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	$305.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	~~$665.00~~	$325.00
Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	~~$605.00~~	$325.00
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	$605.00	
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2" - No.200) (sample size over 2" QOR)	ASTM D6913	$390.00	
Material Finer than No.200 by Washing (200 Wash)	ASTM D1140	$240.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318 and CT204	~~$695.00~~	$250.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	$780.00	
Organic Content of Soils and Peat	ASTM D2974	$335.00	
Unified Soil Classification System (USCS) Test	ASTM D2487	$355.00	
Moisture-Density Relations of Soil Using Modified Effort (Modified Proctor)	ASTM D1557	~~$530.00~~	$200.00
Moisture-Density Relations of Soil Using Standard Effort (Standard Proctor)	ASTM D698	~~$530.00~~	$200.00
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	$530.00	
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	$530.00	
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698	$405.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D1557	$355.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D1557	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D1557	$530.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	$555.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	$335.00	
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	$505.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	~~$605.00~~	$250.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844 and CT301	~~$655.00~~	$250.00
Expansion Index of Soils	ASTM D4829	$505.00	
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	$405.00	
pH of Soils	ASTM D4972	$555.00	
Density of Hydraulic Cement	ASTM C188	$380.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	$605.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Caltrans Corrosivity Package		$580.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	$705.00	
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	$405.00	
Bentonite Slurry Testing		QOR	

** Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.*

*** Does not include sample preparation or sieve analysis*

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EXHIBIT A

CONSTRUCTION TESTING SERVICES
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ASPHALTIC CONCRETE SERVICES AND TESTS

ASPHALT		Standard Rate/Each	Discounted Rate/Each
Thickness/Height of Compacted Bituminous Paving Mixture Specimens Field Cores	ASTM D3549 and CT308	$205.00	
Bulk Specific Gravity of Compacted Bituminous Mixture (Individual field cores or lab compacted)	ASTM D1188, ASTM D2726, CT308,	~~$320.00~~	$125.00
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (Marshall) (Per Specimen)	ASTM D6926	$320.00	
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM) (Per Specimen)	ASTM D1561, CT304, and AASHTO T-247	$320.00	
Lab Compaction Only of Bituminous Mixture by Superpave Gyratory (Superpave) (Per Specimen)	ASTM D6925, and AASHTO T-312	$320.00	
Laboratory Test Max Density (LTMD) (5 Specimen, includes compaction of specimen and bulk specific	ASTM D1561/(D1188 and D2726) and	$1,155.00	
Superpave Bulk specific gravity (includes gyratory compaction of 3 specimen and bulk specific gravity)	AASHTO T-312/T-275/T-166	$1,155.00	
Marshal Lab Compacted Max Density (3 Specimen, includes compaction of specimen and bulk specific	ASTM D6926/(D1188 and D2726)	$1,155.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041, CT309, and AASHTO T-209	~~$695.00~~	$225.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, Includes sample compaction)	ASTM D6926/ASTM D6927	$1,155.00	
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR	
Swell of Bituminous Mixtures	CT305	$445.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461 and CT307	$1,005.00	
Stabilometer Value of field compacted cores (Per Specimen)	ASTM D1560, CT366, and AASHTO T-246	~~$450.00~~	$250.00
Stabilometer Value of Lab compacted samples (Average of 3 Specimen, Includes Sample Compaction)	ASTM D1561/D1560, CT304/CT366, and	$1,155.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$275.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$275.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172 and CT310	$805.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate (Afterburn Gradation)	ASTM D5444, CT202, and AASHTO T-30	$455.00	
Moisture Content of Bituminous Mixture	CT370 and AASHTO T-329	~~$480.00~~	$275.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	$3,705.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	$355.00	
Hamburg Wheel Track (includes compaction by gyratory)(includes 2 runs)	AASHTO T324	~~$4,005.00~~	$2,500.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 6 Specimen	ASTM D4867 and AASHTO T-283	~~$4,005.00~~	$2,500.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	CT371	$6,005.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures	ASTM D6931	$3,755.00	
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D3203, CT367, and AASHTO T-269	$220.00	
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	ASTM 6816	QOR	

MECHANICAL TESTS AND FIREPROOFING

MATERIALS MECHANICAL TESTS		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	$555.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	$255.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy	ASTM E8, B557 and AWS B4.0	$555.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	$555.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	$380.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	$445.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	$505.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete	ASTM A370, A82 and A185	$505.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	$355.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts	ASTM F307, F1554 and F606	$605.00
Rockwell Hardness of Metallic Materials	ASTM E18	$190.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	$380.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	$380.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct	ASTM F606	$430.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	$430.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	$380.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	$380.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	$330.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	$1,055.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	$1,605.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	$300.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	$90.00

CONTACT INFORMATION
Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
Peninsula: 44 Tehama, Suite 305 • San Francisco, CA 94105 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

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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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. In the event the professional liability insurance required by this contract is written on a claims-made basis, 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:

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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 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with BSK Associates to provide on-call geotechnical engineering and material testing consulting services for a three-year term, in an amount not-to-exceed $600,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with BSK Associates, to provide on-call geotechnical engineering and material testing consulting services, for a three-year term, in an amount not-to-exceed $600,000.

SUMMARY

The Engineering Division needs consultants to perform on-call geotechnical and materials testing to provide quality assurance inspection, testing and acceptance on construction projects including subdivisions, capital projects and encroachment permits. These services include quality assurance testing on backfill and pavement, concrete testing, soils testing and geotechnical investigative work, special inspections as required by Chapter 17 of the current edition of the California Building Code, and environmental inspections and investigations. This agreement for professional services with BSK Associates will provide on-call geotechnical engineering and material testing consulting services for a three-year term. The agreement has a not-to-exceed amount of sum of $600,000.

DISCUSSION

Staff sent out a Request for Proposals to firms interested in the on-call geotechnical engineering and materials testing contract. Ten Statements of Qualifications were received from the following firms:

Consultant Name	Consultant Location
BSK Associates	Livermore
Geocon Consultants, Inc	Livermore
ENGEO Inc.	San Ramon
Atlas Technical Consultants LLC	Livermore

Apex Testing Laboratories, Inc.	San Francisco
Construction Testing Services	Pleasanton
RES Engineering, Inc,	San Francisco
Universal Engineering Services	Stockton
Ninyo& More	Alameda
Smith Emery	San Francisco

A four-person selection committee reviewed the statements and chose the top four firms, BSK Associates, Construction Testing Services, Atlas Technical Consultants. and Geocon Consultants, Inc., for interviews. The firms were rated based on responsiveness to the requirements specified in the Request for Proposals. In order to meet the consultant services needs of the City, staff is recommending award of contracts to the top two firms, BSK Associates and Construction Testing Services Inc. Each of the firms selected has specific areas of expertise which will allow staff flexibility when assigning work.

This agreement with BSK Associates will commence on July 1, 2023, and terminate June 30, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The contract has a not-to-exceed amount of $600,000 for the 3-year term. Services received under this agreement will be paid from capital improvement projects in the approved 2023-2028 Capital Improvement Plan and from inspection fees collected for all developments and encroachment permits.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

GUIDING DOCUMENT

2023-2028 Capital Improvement Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Professional Services Agreement with BSK Associates.

Prepared by: Mike Stamm
Construction Inspection 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 EXECUTION OF AN AGREEMENT WITH BSK ASSOCIATES TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING AND MATERIAL TESTING CONSULTING SERVICES IN AN AMOUNT NOT-TO-EXCEED $600,000

The Engineering Division requires on-call geotechnical engineering and materials testing to provide quality assurance inspection, testing and acceptance on construction projects including subdivisions, capital improvement projects, and encroachment permits.

These services include quality assurance testing on backfill and pavement, concrete testing, soils testing and geotechnical investigative work, special inspections as required by Chapter 17 of the current edition of the California Building Code, and environmental inspections and investigations.

BSK Associates (BSK) has been providing geotechnical engineering and materials testing consulting services for over 39 years and are located here in Livermore and can respond quickly and efficiently to material sampling and inspection requests.

BSK is presently providing on-call geotechnical engineering and material testing consulting services for the City of Livermore and has for the past 7½ years. BSK is experienced and knowledgeable in providing inspection and testing services for public buildings, airports, underground utilities, streets, transportation infrastructures and environmental engineering services and they have a fully accredited independent Caltrans certified testing laboratory located in Livermore.

BSK has a team of construction inspectors and engineers with extensive experience that have completed projects for other cities in the Bay Area and throughout Northern and Southern California.

This agreement covers on-call services for a three-year period and authorizes the City Engineer to approve work related to the agreement within the overall contract amount of $600,000 when consistent with existing appropriations.

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 BSK Associates, attached hereto as Exhibit A, in an amount not-to-exceed $600,000, for on-call geotechnical engineering and materials testing consulting services.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Professional Services Agreement with BSK Associates

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and BSK Associates ("Consultant"),a California corporation.

RECITALS

City requires professional services to provide construction inspection, special inspections, and materials testing services.

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"):

Geotechnical Engineering and Material Testing Consulting Services on an On-Call Basis

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;

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(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 Michael Stamm ("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,

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(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 $600,000 ("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, 2023, and terminates upon the completion of the Services or June 30, 2026, 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

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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.

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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 Michael Stamm,Construction Inspection Manager
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Tim Rodriguez,
Chief Operating Officer of Engineering
399 Lindgergh Ave.
Livermore, CA 94551

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:**

DocuSigned by:
Tim Rodriguez
95FFB89418EB4A8...

5/30/2023 | 10:43 AM PDT

By: Tim Rodriguez,
Title: Chief Operating Officer of Engineering

CITY OF LIVERMORE: **Dated:**

_____ _____

By: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Maggenti
245F8B36F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
4926B9AA87E4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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EXHIBIT "A"
SCOPE OF SERVICES & HOURLY RATES
GEOTHECHNICAL ENGINEERING, MATERIAL TESTING AND INSPECTION

The Consultant will assign the qualified personnel to perform the work under schedules to be developed jointly with the Community Development Department, Engineering Division. Most of the requests for services will be handled by phone call or field contact the day prior. Some requests may be made the same day as needs may dictate.

The Consultant will be working with the Construction Inspection Manager and Design/Construction Section's engineers and technicians on a multitude of City capital improvement projects, encroachment permits, and private developments where public improvements are being constructed. The Consultant will work only by written request of the City's Construction Inspection Manager, Assistant City Engineer, or City Engineer, no calls for services to be accepted via any other source (i.e., contractors, developers, and consultants) or that are not in writing by authorized City Staff. The Consultant is to report all findings in the performance of services to the City within a reasonable mutually agreed upon time frame.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the City's Quality Assurance Program for Federal Highway Projects (RFP Exhibit 2). Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

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- Special inspections as required by Chapter 17 of the 2019 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See Building Department handout (RFP Exhibit 3) for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at various facilities. (I.E. sewer treatment plant)

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Availability of temporary inspection personnel if requested.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions varies from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary to development of soils management plans.

The selected firm must have personnel certified by Caltrans to perform material testing on state funded projects and an available soils laboratory also certified by the State of California. Qualified consultants are requested to submit proposals to the City as provided herein and if successful, to sign the Agreement.

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STATEMENT OF SPECIAL INSPECTION FORM

Project Title: _____ Plan Check #: _____

Project Address: _____

This Statement of Special Inspections is submitted in fulfillment of the requirements of the 2019 California Building Code Chapter 17.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and California Building Code Sections 1704 and 1705.

The attached Summary of Special Inspections lists the special inspections and tests required. Special inspectors will refer to the approved plans and specifications for detailed special inspection requirements.

Any additional tests and inspections required by the approved plans and specifications will also be performed.

BEFORE A PERMIT CAN BE ISSUED:

The owner or his representative, on the advice of the registered design professional in responsible charge, shall complete, sign by all parties, and submit two (2) copies of this package to this Division for review and approval.

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STATEMENT OF SPECIAL INSPECTION FORM, CONTINUED

1. The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections.
2. Contractor is responsible for proper notification to the Inspection or Testing agency for items listed.
3. Only the testing laboratory should take samples and transport them to their laboratory.
4. Copies of all laboratory reports and inspections are to be sent directly to this Division and to the registered design professional in responsible charge by the testing agency on a weekly basis.
5. Inspection agency to submit names and qualifications of on-site special inspectors to this Division for approval. Submission of qualifications is not required when the agency utilizes the inspectors who are pre-approved by the City. See Item #10 below.

   The agency must provide each special inspector with an identification badge that indicates the following:

   - Name of inspector.
   - Photo of inspector.
   - The specific areas in which the inspector is qualified to inspect.
   - An authorization signature by the registered engineer who is a full-time employee of the agency.
   - The special inspector shall display his/her badge whenever performing the function of an inspector.
6. The special inspector is responsible to the Chief Building Official for immediate notification of any concerns and/or problems encountered.
7. It is the responsibility of the contractor to review the Building Division approved plans for additional inspection or testing requirements that may be noted. A pre-construction conference at the job site is recommended to review special inspection procedures.
8. The special inspector shall use only Building Division approved drawings.
9. BEFORE AN OCCUPANCY PERMIT CAN BE ISSUED: A final report of special inspections documenting required special inspections, tests and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (California Building Code Section 1704.2.4). The final report will document:

   - Required special inspections.
   - Correction of discrepancies noted in inspections.

   A copy of final report to be maintained at the job site for the Building Inspector's review prior to final inspections.
10. Attach a City approved matrix list from the Special Inspection Agency for all special inspectors showing inspection areas for which they are qualified by experience and appropriate certifications (see enclosed). This will be cross checked with the list currently residing in our office, to make sure all special inspectors are approved by the City.

ACKNOWLEDGEMENT:

Print: _____ Sign: _____ Date: _____
Registered Design Professional in Responsible Charge

Print: _____ Sign: _____ Date: _____
Owner's Authorization

Print: _____ Sign: _____ Date: _____
Contractor

Print: _____ Sign: _____ Date: _____
Special Inspection Agency

Print: _____ Sign: _____ Date: _____
Building Official's Acceptance

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BSK Associates - Schedule of Fees - July 1, 2023 through June 30, 2028 - City of Livermore

EXHIBIT A

PERSONNEL RATES					
PROFESSIONAL STAFF	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Principal	$ 270.00	$ 278.00	$ 286.00	$ 295.00	$ 304.00
Senior Professional	$ 240.00	$ 247.00	$ 254.00	$ 262.00	$ 270.00
Project Professional II	$ 225.00	$ 232.00	$ 239.00	$ 246.00	$ 253.00
Project Professional I	$ 190.00	$ 196.00	$ 202.00	$ 208.00	$ 214.00
Staff Professional II	$ 170.00	$ 175.00	$ 180.00	$ 185.00	$ 191.00
Staff Professional I	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
Seismic GIS	$ 210.00	$ 216.00	$ 222.00	$ 229.00	$ 236.00
GIS Specialist	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
Information Specialist II	$ 170.00	$ 175.00	$ 180.00	$ 185.00	$ 191.00
Information Specialist II	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
CAD	$ 110.00	$ 113.00	$ 116.00	$ 119.00	$ 123.00
Project Administrator	$ 105.00	$ 108.00	$ 111.00	$ 114.00	$ 117.00
Project Professional (Report Review)	$ 190.00	$ 196.00	$ 202.00	$ 208.00	$ 214.00

TECHNICAL STAFF (PREVAILING WAGE)	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Group 1 - Special Inspector	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Group 2 - Special Inspector	$ 155.00	$ 160.00	$ 165.00	$ 170.00	$ 175.00
Group 3 - Engineering Technician	$ 147.00	$ 151.00	$ 156.00	$ 161.00	$ 166.00
Group 4 - Technician	$ 131.00	$ 135.00	$ 139.00	$ 143.00	$ 147.00
Ground Penetrating Radar Scanning Technician	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
Core Drilling Technician	$ 230.00	$ 237.00	$ 244.00	$ 251.00	$ 259.00
Floor Flatness Testing Technician	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Sample Pickup / Transportation / Delivery	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
Laboratory Technician	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Administrative Assistant / Clerical	$ 95.00	$ 98.00	$ 101.00	$ 104.00	$ 107.00
Litigation support			1.5x standard rate		

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES (CONSTRUCTION PROJECTS ONLY)	**4/3/2020 to 6/30/2025**
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 6 hours	Bill 6 hours
Field Work from 6 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half base rate (1.5x)
Sundays, holidays and over 12 hours	Bill two times base rate (2x)
Swing shift (4:00pm to Midnight)	Base Rate x 12.5%
Graveyard Shift	Base Rate x 12.5%
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 1 hour
Mileage (Portal to Portal)	No Charge for Services in Livermore ($1.00/mile for remote work)
Per Diem (as required)	$210.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%

EQUIPMENT USAGE FEES	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Nuclear Gauge (Day)			No Charge		
Ultrasonic Weld Equipment (Day)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
Torque Wrench (Day)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
Proof Load Equipment (Day)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
Rebar Locator / Pachometer	$ 122.00	$ 126.00	$ 130.00	$ 134.00	$ 138.00
Hand Auger (Day)	$ 244.00	$ 251.00	$ 259.00	$ 267.00	$ 275.00
Water Meter (Day)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
Drilling Kit - Paint, stakes and lath - (Project)	$ 32.00	$ 33.00	$ 34.00	$ 35.00	$ 36.00
Drilling Supplies - Reuse of tubes/caps (Project)	$ 305.00	$ 314.00	$ 323.00	$ 333.00	$ 343.00
Manometer (Day)	$ 235.00	$ 242.00	$ 249.00	$ 256.00	$ 264.00
Double Ring Infiltrometer (Day)	$ 608.00	$ 626.00	$ 645.00	$ 664.00	$ 684.00

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BSK Associates - Schedule of Fees - July 1, 2023 through June 30, 2028 - City of Livermore

EXHIBIT A

ANALYSIS SOFTWARE USAGE FEES	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/28	7/1/27 to 6/30/28
gINT (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
LPile (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
APile (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
SHAFT (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
GROUP (Project)	$ 121.00	$ 125.00	$ 129.00	$ 133.00	$ 137.00
Cliq (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
LiquefyPro (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
LiqIT (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
NovoLIQ (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00
Slide (Project)	$ 121.00	$ 125.00	$ 129.00	$ 133.00	$ 137.00
Settle3D (Project)	$ 121.00	$ 125.00	$ 129.00	$ 133.00	$ 137.00
ArcGIS (Project)	$ 62.00	$ 64.00	$ 66.00	$ 68.00	$ 70.00

MATERIALS LABORATORY TESTS

SOILS	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/28	7/1/27 to 6/30/28
Moisture Density Curves / Test					
Standard Proctor, 4" (ASTM/AASHTO)	$ 282.00	$ 290.00	$ 299.00	$ 308.00	$ 317.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	$ 282.00	$ 290.00	$ 299.00	$ 308.00	$ 317.00
Modified Proctor, 6" mold (ASTM D1557)	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
Caltrans Maximum Wet Density (CT 216)	$ 257.00	$ 265.00	$ 273.00	$ 281.00	$ 289.00
Check Point	$ 163.00	$ 168.00	$ 173.00	$ 178.00	$ 183.00
Tube Density	$ 60.00	$ 62.00	$ 64.00	$ 66.00	$ 68.00
Moisture Content of Soils (ASTM D2216)	$ 51.00	$ 53.00	$ 55.00	$ 57.00	$ 59.00
Particle Size Analysis					
Sieve Analysis w/ Wash (ASTM D422)	$ 205.00	$ 211.00	$ 217.00	$ 224.00	$ 231.00
Minus #200 Wash, Soil (ASTM D1140)	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Hydrometer Analysis (ASTM D422)	$ 269.00	$ 277.00	$ 285.00	$ 294.00	$ 303.00
Double Hydrometer (ASTM D4221)	$ 375.00	$ 386.00	$ 398.00	$ 410.00	$ 422.00
Specific Gravity of Soil (ASTM D854)	$ 192.00	$ 198.00	$ 204.00	$ 210.00	$ 216.00
Visual Classification (ASTM D2488)	$ 51.00	$ 53.00	$ 55.00	$ 57.00	$ 59.00
Sand Equivalent (ASTM D2419)	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
% Organics in Soil (ASTM D2974)	$ 164.00	$ 169.00	$ 174.00	$ 179.00	$ 184.00
Atterberg Limits / Swell Tests					
Plasticity Index (ASTM D4318)	$ 263.00	$ 271.00	$ 279.00	$ 287.00	$ 296.00
Shrinkage Limits of Soils (ASTM D427)	$ 245.00	$ 252.00	$ 260.00	$ 268.00	$ 276.00
Expansion Index of Soils (UBC No. 29)	$ 282.00	$ 290.00	$ 299.00	$ 308.00	$ 317.00
"R" Value Determination					
R-Value of Soils (CT 301)	$ 477.00	$ 491.00	$ 506.00	$ 521.00	$ 537.00
R-Value of Treated Materials (CT 301))	$ 527.00	$ 543.00	$ 559.00	$ 576.00	$ 593.00
Consolidation Tests					
Consolidation (ASTM D2435)	$ 502.00	$ 517.00	$ 533.00	$ 549.00	$ 565.00
Consolidation , Extra Points (ASTM D2435)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
Collapse Potential of Soils (ASTM D2435)	$ 245.00	$ 252.00	$ 260.00	$ 268.00	$ 276.00
Remolded Consolidation (ASTM D2435)	$ 425.00	$ 438.00	$ 451.00	$ 465.00	$ 479.00
One-Dimen Swell of Soil (ASTM D4546)	$ 156.00	$ 161.00	$ 166.00	$ 171.00	$ 176.00
California Bearing Ratio (CBR)					
CBR at 100% (ASTM D1883 or AASHTO T-180)	$ 614.00	$ 632.00	$ 651.00	$ 671.00	$ 691.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	$ 1,190.00	$ 1,226.00	$ 1,263.00	$ 1,301.00	$ 1,340.00
Permeability Tests					
Rigid Wall Permeability (ASTM D2434)	$ 338.00	$ 348.00	$ 358.00	$ 369.00	$ 380.00
Flexible Wall Permeability (ASTM D5084)	$ 527.00	$ 543.00	$ 559.00	$ 576.00	$ 593.00
Remolded Flexwall Perm (ASTM D5084)	$ 670.00	$ 690.00	$ 711.00	$ 732.00	$ 754.00
Soil Corrosivity Tests					
Minimum Resistivity of Soils (CT 643)	$ 169.00	$ 174.00	$ 179.00	$ 184.00	$ 190.00
pH	$ 79.00	$ 81.00	$ 83.00	$ 85.00	$ 88.00
Soluble Sulfate, Chloride and Sulfide	$ 156.00	$ 161.00	$ 166.00	$ 171.00	$ 176.00
Soil Cement Tests					
Freeze Thaw Abrasion (ASTM D560)	$ 751.00	$ 774.00	$ 797.00	$ 821.00	$ 846.00
Wetting-Drying Abrasion (ASTM D559)	$ 713.00	$ 734.00	$ 756.00	$ 779.00	$ 802.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	$ 902.00	$ 929.00	$ 957.00	$ 986.00	$ 1,016.00
Soil Cement Compression (ASTM D1633)	$ 289.00	$ 298.00	$ 307.00	$ 316.00	$ 325.00

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BSK Associates - Schedule of Fees - July 1, 2023 through June 30, 2028 - City of Livermore

EXHIBIT A

MATERIALS LABORATORY TESTS (CONTINUED)					
Other					
Sample Preparation	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Sand Density Calibration (ASTM D1566)	$ 112.00	$ 115.00	$ 118.00	$ 122.00	$ 126.00
Unconfined Compression					
Unconfined Compression (ASTM D2166)	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
Shear Tests					
Direct Shear, Undisturbed (ASTM D3080)	$ 263.00	$ 271.00	$ 279.00	$ 287.00	$ 296.00
Direct Shear, Remolded (ASTM D3080)	$ 314.00	$ 323.00	$ 333.00	$ 343.00	$ 353.00
Triaxial Compression Testing			QUOTE		

AGGREGATES	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/28	7/1/27 to 6/30/28
Sieve Analysis Coarse or Fine (ASTM C136)	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Sieve Analysis w/ Fineness Modulus	$ 107.00	$ 110.00	$ 113.00	$ 116.00	$ 119.00
Minus 200 Wash, Aggregates (ASTM C117)	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Specific Gravity/Absorption (ASTM C127)	$ 192.00	$ 198.00	$ 204.00	$ 210.00	$ 216.00
Specific Gravity/Absorption (ASTM C128)	$ 192.00	$ 198.00	$ 204.00	$ 210.00	$ 216.00
Organic Impurities (ASTM C40)	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
% Lumps/Friable Particles (ASTM C142)	$ 97.00	$ 100.00	$ 103.00	$ 106.00	$ 109.00
% Flat and Elongated (ASTM D4791)	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
Fine Aggregate Angularity (AASHTO 304)	$ 97.00	$ 100.00	$ 103.00	$ 106.00	$ 109.00
Moisture Content (ASTM D2216)	$ 51.00	$ 53.00	$ 55.00	$ 57.00	$ 59.00
Aggregate Wt., pcf Compacted (ASTM C29)	$ 106.00	$ 109.00	$ 112.00	$ 115.00	$ 118.00
Aggregate Wt., pcf Loose (ASTM C29)	$ 79.00	$ 81.00	$ 83.00	$ 85.00	$ 88.00
Abrasion by LA Rattler, Small Size (ASTM C131)	$ 282.00	$ 290.00	$ 299.00	$ 308.00	$ 317.00
Abrasion by LA Rattler, Large Size (ASTM C131)	$ 343.00	$ 353.00	$ 364.00	$ 375.00	$ 386.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	$ 131.00	$ 135.00	$ 139.00	$ 143.00	$ 147.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	$ 419.00	$ 432.00	$ 445.00	$ 458.00	$ 472.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
Durability Index (CT 229)	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
Potential Reactivity of Aggregates			QUOTE		
Cleanness Value of Aggregate (CT 227)	$ 216.00	$ 222.00	$ 229.00	$ 236.00	$ 243.00
Hydrometer (ASTM D422 OR CT 205-E)	$ 269.00	$ 277.00	$ 285.00	$ 294.00	$ 303.00
% Crushed particles (CT 205)	$ 198.00	$ 204.00	$ 210.00	$ 216.00	$ 222.00
Lightweight Pieces (ASTM 123)	$ 263.00	$ 271.00	$ 279.00	$ 287.00	$ 296.00

HOT MIX ASPHALT	7/1/23 to 6/30/24	7/1/24 to 6/30/25	7/1/25 to 6/30/26	7/1/26 to 6/30/28	7/1/27 to 6/30/28
JMF Mix Design, HVEEM	$ 3,719.00	$ 3,831.00	$ 3,946.00	$ 4,064.00	$ 4,186.00
JMF Mix Design, Marshall	$ 4,407.00	$ 4,539.00	$ 4,675.00	$ 4,815.00	$ 4,959.00
JMF Mix Design, Superpave / Caltrans	$ 10,737.00	$ 11,059.00	$ 11,391.00	$ 11,733.00	$ 12,085.00
JMF Verification - HMA - Superpave / Caltrans	$ 6,222.00	$ 6,409.00	$ 6,601.00	$ 6,799.00	$ 7,003.00
JMF Production Startup - Superpave / Caltrans	$ 5,789.00	$ 5,963.00	$ 6,142.00	$ 6,326.00	$ 6,516.00
RAP Material Testing - Additional Fee	$ 753.00	$ 776.00	$ 799.00	$ 823.00	$ 848.00
Rubberized RHMA Material - Additional Fee	$ 1,737.00	$ 1,789.00	$ 1,843.00	$ 1,898.00	$ 1,955.00
Hamburg Wheel Track (AASHTO T324)	$ 3,155.00	$ 3,250.00	$ 3,348.00	$ 3,448.00	$ 3,551.00
Gyratory Compaction (AASHTO T312)	$ 401.00	$ 413.00	$ 425.00	$ 438.00	$ 451.00
AC Content by Centrifuge (ASTM D2172)	$ 344.00	$ 354.00	$ 365.00	$ 376.00	$ 387.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	$ 269.00	$ 277.00	$ 285.00	$ 294.00	$ 303.00
Superpave Ignition Oven Correction (AASHTO T308)	$ 625.00	$ 644.00	$ 663.00	$ 683.00	$ 703.00
Moisture Content of Asphalt (CT 370)	$ 79.00	$ 81.00	$ 83.00	$ 85.00	$ 88.00
Gradation/Extraction Aggregate (ASTM D5444)	$ 163.00	$ 168.00	$ 173.00	$ 178.00	$ 183.00
Film Stripping	$ 107.00	$ 110.00	$ 113.00	$ 116.00	$ 119.00
Compaction/Preparation of HMA Briquette (CT 304)	$ 263.00	$ 271.00	$ 279.00	$ 287.00	$ 296.00
Stabilometer Value (CT 366 / AASHTO T246)	$ 211.00	$ 217.00	$ 224.00	$ 231.00	$ 238.00
AC Core Specific Gravity (ASTM D2726)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
AC Max Density Rice Method (ASTM D2041)	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
CIR/FDR Comp. Str. Testing (pre-copmpacted specimen, includes conditioning) - CTM	$ 289.00	$ 298.00	$ 307.00	$ 316.00	$ 325.00
Tensile Strength Ratio (AASHTO T283)	$ 1,316.00	$ 1,355.00	$ 1,396.00	$ 1,438.00	$ 1,481.00
Moisture Vapor Susceptibility (CT 307)	$ 245.00	$ 252.00	$ 260.00	$ 268.00	$ 276.00
AC Surface Abrasion (CT 360)	$ 601.00	$ 619.00	$ 638.00	$ 657.00	$ 677.00
Index Retained Strength (ASTM D1074-D1075)	$ 538.00	$ 554.00	$ 571.00	$ 588.00	$ 606.00
AC Hveem Maximum Density (CT 375)	$ 538.00	$ 554.00	$ 571.00	$ 588.00	$ 606.00
Marshall Stability and Flow (ASTM D6927)	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
Calculated AC Maximum Density (CT 367)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	$ 350.00	$ 361.00	$ 372.00	$ 383.00	$ 394.00
Examination of AC Cores	$ 41.00	$ 42.00	$ 43.00	$ 44.00	$ 45.00
Thickness Determination of AC Cores	$ 26.00	$ 27.00	$ 28.00	$ 29.00	$ 30.00
AC Tensile-Strength Premixed ASTM D4867	$ 777.00	$ 800.00	$ 824.00	$ 849.00	$ 874.00
AC Tensile-Strength Lab Mixed ASTM D4867	$ 1,316.00	$ 1,355.00	$ 1,396.00	$ 1,438.00	$ 1,481.00

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BSK Associates - Schedule of Fees - July 1, 2023 through June 30, 2028 - City of Livermore

EXHIBIT A

MATERIALS LABORATORY TESTS (CONTINUED)					
REINFORCING STEEL	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Tensile & Bend of Rebar, #3 - #8	$ 177.00	$ 182.00	$ 187.00	$ 193.00	$ 199.00
Tensile & Bend of Rebar, #9 - #11	$ 177.00	$ 182.00	$ 187.00	$ 193.00	$ 199.00
Bend Test of Rebar	$ 69.00	$ 71.00	$ 73.00	$ 75.00	$ 77.00
Slip and Tensile Rebar Couplers (CT 670)	$ 258.00	$ 266.00	$ 274.00	$ 282.00	$ 290.00
Tension Test of Welded Wire Fabric			QUOTE		
Bend Test of Welded Wire Fabric			QUOTE		
Weld Shear Test, Welded Wire Fabric			QUOTE		
PT Cable Tensile and Elongation (ASTM A416 or A421)	$ 326.00	$ 336.00	$ 346.00	$ 356.00	$ 367.00
PT Cable Preparation			QUOTE		
CONCRETE	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Cement Content Concrete (ASTM C1084)	$ 453.00	$ 467.00	$ 481.00	$ 495.00	$ 510.00
Chemical Test (ASTM C150)			QUOTE		
Set Times Cement-Vicat Needle (ASTM C191)	$ 375.00	$ 386.00	$ 398.00	$ 410.00	$ 422.00
Specific Gravity of Hydraulic Cement (ASTM C191)	$ 181.00	$ 186.00	$ 192.00	$ 198.00	$ 204.00
Lineal Shrinkage Set of 3 (ASTM C157)	$ 477.00	$ 491.00	$ 506.00	$ 521.00	$ 537.00
Compression Test of Concrete - 1 (ASTM C39)	$ 41.00	$ 42.00	$ 43.00	$ 44.00	$ 45.00
Compression Test of Concrete - 4 (ASTM C39)	$ 163.00	$ 168.00	$ 173.00	$ 178.00	$ 183.00
Compression Test of Core (ASTM C42)	$ 72.00	$ 74.00	$ 76.00	$ 78.00	$ 80.00
Preparation of Specimens, Sawing	$ 82.00	$ 84.00	$ 87.00	$ 90.00	$ 93.00
Compressive Strength of Shotcrete Panel	$ 382.00	$ 393.00	$ 405.00	$ 417.00	$ 430.00
Proportion of Cement in Concrete (ASTM C85)	$ 419.00	$ 432.00	$ 445.00	$ 458.00	$ 472.00
Flexural Test Per Beam (ASTM C78)	$ 107.00	$ 110.00	$ 113.00	$ 116.00	$ 119.00
Splitting Tensile Strength of Concrete (ASTM C496)	$ 107.00	$ 110.00	$ 113.00	$ 116.00	$ 119.00
Unit Weight Lt Wt Concrete (ASTM C567)	$ 67.00	$ 69.00	$ 71.00	$ 73.00	$ 75.00
"AZ" Test-Reinforced Concrete Pipe "Life Factor"	$ 93.00	$ 96.00	$ 99.00	$ 102.00	$ 105.00
9 Pt Core Measurements, Each (ASTM C174)	$ 41.00	$ 42.00	$ 43.00	$ 44.00	$ 45.00
Concrete Trial Batches			QUOTE		
Unit Weight & Abs Concrete (ASTM D642)	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
Accelerated Curing of Concrete (ASTM C684)	$ 300.00	$ 309.00	$ 318.00	$ 328.00	$ 338.00
Cylinder Molds (each)	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
Storage of Concrete Cylinders for more than 45 Days	$ 69.00	$ 71.00	$ 73.00	$ 75.00	$ 77.00
RH Probe	$ 69.00	$ 71.00	$ 73.00	$ 75.00	$ 77.00
Calcium Chloride Kit	$ 46.00	$ 47.00	$ 48.00	$ 49.00	$ 50.00
Mixing Water (pH, elec. conductance, chloride, sulfate)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Contact Soil (pH, elec. conductance, chloride, sulfate)	$ 143.00	$ 147.00	$ 151.00	$ 156.00	$ 161.00
MASONRY	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Compression Test Pavers, Single	$ 92.00	$ 95.00	$ 98.00	$ 101.00	$ 104.00
Compression Test Composit CMU Prism	$ 198.00	$ 204.00	$ 210.00	$ 216.00	$ 222.00
Specific Gravity and Unit Weight	$ 138.00	$ 142.00	$ 146.00	$ 150.00	$ 155.00
Moisture Content	$ 64.00	$ 66.00	$ 68.00	$ 70.00	$ 72.00
Compression Test, Masonry Units (ASTM C140)	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Absorption / Moisture Content (ASTM C140)	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Linear Shrinkage (ASTM C426)	$ 483.00	$ 497.00	$ 512.00	$ 527.00	$ 543.00
Masonry Core Shear Test (Title 24)	$ 225.00	$ 232.00	$ 239.00	$ 246.00	$ 253.00
Masonry Core Compression/Shear Test (Title 24)	$ 225.00	$ 232.00	$ 239.00	$ 246.00	$ 253.00
Compression Test Brick, Each (ASTM C67)	$ 93.00	$ 96.00	$ 99.00	$ 102.00	$ 105.00
Absorption/ Unit Wt. of Brick (ASTM C67)	$ 93.00	$ 96.00	$ 99.00	$ 102.00	$ 105.00
Compression Test Grout (Set of 3 or 4)	$ 144.00	$ 148.00	$ 152.00	$ 157.00	$ 162.00
Compression Test Mortar (Set of 3 or 4)	$ 131.00	$ 135.00	$ 139.00	$ 143.00	$ 147.00

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BSK Associates - Schedule of Fees - July 1, 2023 through June 30, 2028 - City of Livermore

EXHIBIT A

MATERIALS LABORATORY TESTS (CONTINUED)					
WELDING AND STRUCTURAL STEEL	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Welder Qualification Testing					
Welder / Procedure Welder Qualification Testing			QUOTE		
Face Bend of Steel	$ 72.00	$ 74.00	$ 76.00	$ 78.00	$ 80.00
Root Bend of Weld Coupon	$ 72.00	$ 74.00	$ 76.00	$ 78.00	$ 80.00
Side Bend of Weld Coupon	$ 72.00	$ 74.00	$ 76.00	$ 78.00	$ 80.00
Tensile Test of Steel Coupon	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Bend Test of Steel Coupon	$ 86.00	$ 89.00	$ 92.00	$ 95.00	$ 98.00
Machining Charges (Per Coupon)			QUOTE		
Brinell Hardness of Steel (ASTM E10)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Rockwell Hardness of Steel (ASTM E18)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Bolt Ultimate Load	$ 159.00	$ 164.00	$ 169.00	$ 174.00	$ 179.00
Bolt Hardness (set of 3)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Nut Hardness (set of 3)	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Washer Hardness (set of 3	$ 119.00	$ 123.00	$ 127.00	$ 131.00	$ 135.00
Proof Loading, bolt or nut	$ 169.00	$ 174.00	$ 179.00	$ 184.00	$ 190.00
FIREPROOFING	**7/1/23 to 6/30/24**	**7/1/24 to 6/30/25**	**7/1/25 to 6/30/26**	**7/1/26 to 6/30/28**	**7/1/27 to 6/30/28**
Cohesion/Adhesion Fireproofing Materials	$ 151.00	$ 156.00	$ 161.00	$ 166.00	$ 171.00
Dry Density Fireproofing (ASTM E605)	$ 113.00	$ 116.00	$ 119.00	$ 123.00	$ 127.00

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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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. In the event the professional liability insurance required by this contract is written on a claims-made basis, 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:

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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 26, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with Terracare Associates for landscape maintenance services for five years with an option for one five-year extension, in an amount not-to-exceed $1,150,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Terracare Associates for landscape maintenance services at the Sage Community Facilities District 2016-1 and for the Shea Business Center and Shea Center Montage Landscape Maintenance Districts, for five years with an option for one five-year extension, in an amount not-to-exceed $1,150,000.

SUMMARY

Staff issued a Request for Proposals (RFP) for landscape maintenance services at the Sage Community Facilities District 2016-1 and for the Shea Business Center and Shea Center Montage Landscape Maintenance Districts. Staff have completed their review of the five proposals received and is recommending Terracare Associates (Terracare) as the best value bidder.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with providing landscape maintenance services for the following assessment districts: Sage Community Facilities District (CFD) 2016-1, Shea Business Center Landscape Maintenance District (LMD) 821, and Shea Center Montage LMD 857.

In order to facilitate this, staff issued a Request for Proposals on April 19, 2023, soliciting proposals from qualified contractors to provide landscape maintenance services in the CFD and LMDs. The RFP requested a standard monthly cost for maintaining specified facilities, as well as additional hourly rates should extra work be necessary. The proposals included the service providers' qualifications and standard monthly rates. The work includes standard landscape maintenance activities, annual weed abatement, irrigation inspections and repairs, and litter removal.

Five service providers submitted proposals and three of them were responsive. The proposal from Prado's Landscaping did not provide the requested information and was deemed unresponsive. Bayscape provided a responsive proposal, but their representative was 15 minutes late to the mandatory pre-proposal conference and tour. They missed the entirety of the mandatory conference and this disqualifies Bayscape's proposal from review.

Staff utilized a multi-step process in determining which landscape maintenance company represented the best value as defined by Livermore Municipal Code (LMC) 2.68.040. Staff recommends that the City Council award an agreement to Terracare as the best value and reject all other bids. Terracare is the lowest bid and represents the best value to the City for landscape maintenance services based on total price, qualifications, experience, and overall quality of proposal. Terracare has a demonstrated record of providing quality service to public agencies, and has the knowledge, expertise, and staffing to meet the needs of the City of Livermore.

The three responsive proposals were as follows:

- Brightview Landscape Services, Inc. - $8,413 per month
- Frank + Grossman - $8,456 per month
- Terracare - $7,795 per month

The term of the agreement will be five years with an option for one five-year extension. The total anticipated cost for this agreement is approximately $115,000 per year; with the base price for routine maintenance totaling $95,000 per year, and an additional $20,000 available for additional work as conditions require. The total not-to-exceed cost for a five year term with an option for one five-year extension in an amount not to exceed $1,150,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The funding for this agreement is provided by the following assessment districts: Sage CFD 2016-1, Shea Business Center LMD 821, and Shea Center Montage LMD 857. Sufficient funding for this agreement is currently budgeted on an ongoing basis.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Resolution
2. Exhibit A - Landscape Maintenance for Sage and Shea Districts 23-0259

Prepared by: Marisa Gan
Management Analyst II

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 TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES IN AN AMOUNT NOT-TO-EXCEED $1,150,000

(Sage CFD 2016-1, Shea Business Center LMD 821, Shea Center Montage LMD 857)

The Maintenance Division of the Public Works Department is responsible for providing landscape maintenance services to the Sage Community Facilities District (CFD) 2016-1, Shea Business Center Landscape Maintenance District (LMD) 821, and Shea Center Montage LMD 857.

On April 19, 2023, staff issued a Request for Proposals for landscape maintenance services for CFD 2016-1, LMD 821, and LMD 857. Five service providers submitted proposals and three were responsive. Proposals included a standard monthly cost for maintaining the designated areas. Terracare Associates was selected as the best value proposer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes the City Manager to sign, on behalf of the City of Livermore, an agreement with Terracare Associates, attached hereto as Exhibit A, to provide landscape maintenance services for Sage CFD 2016-1, Shea Business Center LMD 821, and Shea Center Montage LMD 857 for a five-year term with an option for one five-year extension in an amount not-to-exceed $1,150,000.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that all other bids or proposals are rejected.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Terracare Associates Agreement

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AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2023, by and between the City of Livermore ("City"), a municipal corporation, and Terracare Associates LLC ("Contractor"), a Colorado limited liability company.

RECITALS

City requires services to maintain landscape in the Sage Community Facilities District and the Shea Center and Shea Business Center Landscape Maintenance Districts

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 maintain landscape in the Sage Community Facilities District and the Shea Center and Shea Business Center Landscape Maintenance Districts 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;

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(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 Public Works Supervisor-Landscape ("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,

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(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 $1,150,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on July 1, 2023, and terminates upon the completion of the Services or June 30, 2028, whichever occurs first. This Agreement may be extended for one additional five-year term by mutual written consent of the parties. The hourly rates set forth in Exhibit A to this Agreement may be increased annually beginning in year three commencing July 1, 2026 of this Agreement, provided the hourly rates set forth in Exhibit A for compensation are not increased by more than the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI-U rate in April.

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,

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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.

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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

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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: Public Works Supervisor-Landscape
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONTRACTOR: Attention: Justin Stewart
Terracare Associates
5340 Brisa St.
Livermore, CA 94451

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.

28. Prevailing Wage Law and the Labor Code. This Agreement is subject to all applicable Labor Code Requirements.

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(a) DIR Registration. City will not enter into Agreement without proof that the Contractor is registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions. Should the City determine that Contractor is not so registered after the parties have executed this Agreement, the City shall be entitled to void this Agreement with no consideration to Contractor.

(b) DIR Monitoring. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(c) Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Services are to be performed for each craft, classification or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR. Each worker performing Services under this Agreement that is a Public Work pursuant to Labor Code, Section 1720, including clean-up at the, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. Contractor must post a copy of the applicable prevailing rates at any worksite.

(d) Copies of Prevailing Wages. Copies of the prevailing rate of per diem wages applicable to the Services required by this Agreement are on file at the City of Livermore, Livermore City Hall, 1052 S. Livermore Ave, Livermore, CA 94552 in the custody of Leslie Young, which the City shall make available to any interested party on request. The City shall also cause a copy of the determination of the director of the Department of Labor of the prevailing rate of per diem wages to be posted at each job site.

(e) Penalties Under Labor Code, Section 1775. Contractor will forfeit to City, as a penalty, up to $200.00 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(f) Federal Requirements. If this Agreement is subject to Federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor is required to pay the higher of the current applicable prevailing wage rates under federal law, available online at http://www.access.gpo.gov/davisbacon/ca.html, or under California law, available online at http://www.dir.ca.gov/DLSR.

(g) Eight Hour Day and Penalties. Under Labor Code, Section 1810, eight hours of labor constitute a legal day's work under this Contract. Under Labor Code, Section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each worker employed in the execution of this Agreement by the Contractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code, Section 1813, unless the workers are paid overtime under Labor Code, Section 1815 at not less than 1 1/2 times the basic rate of pay.

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(h) Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code, Section 1777.5, which is fully incorporated by reference.

(i) Notices. Under Labor Code, Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

(j) Records.

1) Contractor shall furnish accurate records specified in Labor Code, Section 1776 directly to the Labor Commissioner, in the following manner: (A) At least monthly or more frequently if specified in the contract with the awarding body. (B) In a format prescribed by the Labor Commissioner. Section 1776 requires the Contractor to provide the following information: the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Services performed pursuant to this Agreement. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury according to the laws of the State of California, stating both of the following: (i) The information contained in the payroll record is true and correct; and (ii) The Contractor has complied with the requirements of Labor Code, Sections 1771, 1811, and 1815 for any work performed by its employees pursuant to this Agreement.

2) Contractor shall also comply with the requirement of Labor Code, Section 1812, which requires every contractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

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(k) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code. Contractor is solely responsible for redacting employee personal information, e.g., name, address, and social security number, before disclosure of the certified payroll record, as specified in Labor Code, Section 1776(e).

(l) Enforcement. Upon notice of noncompliance with Labor Code, Section 1776, Contractor has ten days in which to comply with requirements of Section 1776. If Contractor fails to do so within the ten-day period, Contractor will forfeit a penalty of $100.00 per day, or portion of a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

(m) Workers' Compensation Certification. Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of this Contract."

(n) Discrimination. Contractor shall not discriminate in the employment of persons on any basis articulated by Labor Code, Section 1735.

****

Signatures and Attachment List on the Next Page

EXHIBIT A

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

CONTRACTOR: **Dated:**

DocuSigned by:
Justin Stewart
C6ABBBB0A0434A6...

6/9/2023 | 2:50 PM MDT

By: Justin Stewart
Title: Vice President

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
245F3B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C - DIR Compliance Certification

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EXHIBIT A

Exhibit A
Scope of Work

Contractor shall provide all labor, materials, equipment, and supplies to maintain designated areas according to the following specifications.

GENERAL REQUIREMENTS

All planted areas shall receive routine maintenance necessary to maintain plants in a healthy and safe condition. Maintenance activities should promote plants to grow in their natural shape and form of the particular plant species.

Unless otherwise agreed upon, all maintenance activities shall be performed on a routine basis in accordance with these Landscape Maintenance Specifications. It is the Contractor's responsibility to ensure that sufficient resources are committed to achieve all of the maintenance objectives.

After each maintenance service, all areas must be free of litter and debris (dead plant materials, downed limbs, rocks, dirt, glass, rubbish, and trash) at all times. Litter shall not be allowed to remain on the site and shall be removed during each maintenance cycle.

The Contractor shall ensure that Contractor’s employees are knowledgeable of the City’s landscape maintenance specifications and all maintenance activities are performed consistently with the specifications.

All equipment and transportation are assumed to originate with the Contractor within the City of Livermore. Therefore, the cost of such is contained by the contract. Any exceptions must be approved by the City in writing prior to commencement of any work where extraordinary situations require the use of cranes, rock digging wheels, tractors, or other major equipment and operators.

If any herbicides, insecticides, rodenticides, fertilizers, and other chemical materials are used as part of the maintenance program, they are subject to approval of the City prior to performing any application at any of the sites maintained by the Contractor. A copy of the Monthly County Agricultural and Pesticide Use Report indicating all chemical applications performed by the contractor shall be included with the Contractor’s monthly billing sent to the City.

Repairs to landscaped areas caused by vandalism, automobile accidents and natural events not due to the Contractor’s negligence shall be conducted on an as-needed basis and approved by the City. The Contractor shall notify the City when conditions require repair and/or replacement. Repair or replacement shall only be performed upon written authorization from the City.

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EXHIBIT A

IRRIGATION MAINTENANCE

All irrigation timing shall be controlled and scheduled only by the City unless otherwise specified in writing by the City. The Contractor shall perform an inspection of the irrigation system each month to evaluate its effectiveness. A written report detailing the findings of the investigation and any steps necessary to return the system to its optimal effectiveness shall be provided to the City no later than 10 days after the inspection occurs. Problems that are discovered which might lead to the harming of the landscaping shall be reported to the City immediately.

Accidental damage to the irrigation system or malfunctions should be reported to the City immediately and repaired by the end of the work day. Repairs not completed in a timely manner may be completed by the City. The cost of completing such repairs shall be charged to the Contractor. The Contractor is encouraged to make suggestions and recommendations to the City concerning needed changes or improvements to the operation of the irrigation system.

Repairs to the irrigation system that are not in response to damage by Contractor shall be paid for on a time and materials basis as dictated in the “Compensation” section of this Exhibit. Contractor shall repair irrigation malfunctions in a manner commensurate with industry practices and City of Livermore standards.

PESTS, DISEASE AND WEED CONTROL

Landscaped areas are to be generally maintained to be free of diseases, insects, weeds, and other pests detrimental to plant growth. Contractor shall treat all landscape areas for pest and disease infestations. Contractor is responsible for reporting any pest or disease infestations observed during routine maintenance operations.

Contractor is responsible for controlling weed growth and removing weeds as part of the routine maintenance program performed by the contractor. Areas planted with “natural grasses” shall be maintained in a rustic and natural condition. Once the grasses have completely developed seed heads, the areas are to be “dead headed”. The timing of this operation should be coordinated with the City’s representative. Grasses are to be cut mechanically annually to a height of approximately six (6) inches. Grasses shall be mechanically trimmed.

Contractor shall supply City with a copy of the pesticide/herbicide usage report on a monthly basis.

WEED ABATEMENT IN OPEN SPACES

Weed growth in open space areas and other areas designated by the City shall be mowed and shall conform to weed abatement requirements of the

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EXHIBIT A

Livermore/Pleasanton Fire Department. Generally, the areas are to be mowed twice annually, once in May and once in June, and weed growth is abated by the 1st of July.

TURF MAINTENANCE

Turf areas, including areas with Red Fescue, are important aesthetic components of the ornamental landscape, and require regularly scheduled care. A uniform and consistent green appearance that is predominantly free of weeds must be maintained at all times.

MOWING OPERATIONS

Mowing, walking, or using any equipment on turf areas when frost is present is prohibited. Mowing of any turf areas that are saturated with water or if standing water is present is prohibited. Damage to turf areas caused by Contractor's negligence when wet conditions are present will be repaired by the Contractor solely at the expense of the Contractor.

Mowing equipment shall be properly maintained at all times. Mower blades shall be kept sharp so that the turf is cut cleanly and not shredded or torn.

Prior to commencing any mowing activities, all paper, litter and debris shall be removed from the site and disposed of properly.

All mowing operations shall be completed in such a manner as to prevent damage to turf, trees, shrubs, groundcovers, structures, irrigation systems, site fixtures, appurtenances, and vehicles. Contractor is responsible for repairing any damages caused while completing any turf maintenance operations.

The mowing of lawn areas is to be performed twice a month, from the 1st of December through the last day in February, and on a weekly basis from the 1st of March through the last week in November, unless otherwise specified in writing by the City.

If a "mulching" mower is not used, then all mowed clippings shall be removed from the site the same day. If a mulching mower is used, all accumulated clippings shall be dispersed and not allowed to remain on the site overnight and must be dispersed by the end of the work day. During the fall season, if a mulching mower is used, leaves may be removed from turf areas prior to mowing or removed after the mowing operation. The turf area shall have a clean appearance following each mowing operation with no visible signs of clippings or mulched leaves.

Special consideration is to be given to pedestrians and vehicular traffic in the area while mowing. Contractor shall avoid creating a nuisance from noise, dust, and/or debris.

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EXHIBIT A

Generally all turf mowing is to be at a height of two and one-half (2 ½) inches. It is desirable to not remove more than one-third (1/3) of the grass blade per each mowing operation.

Riding mowers are not permitted in turf areas that are not conducive to the type and size of the equipment being used. Large riding mowers will not be permitted in narrow turf areas, in turf areas heavily planted with trees or on soft wet turf areas.

The mowing pattern shall be altered from the direction of the previous mowing whenever possible.

Line Trimming and Blade Edging

Line trimming or blade edging shall be performed in a manner that does not scalp the turf, and provides a neat, uniform and straight edge. The height of the grass blades shall be approximately to the same height as the turf following a mowing operation. All clippings shall be removed from the turf surface following each operation.

The base of trees, plants, and site features (light fixtures, statues, railings, etc.) are to be protected or shielded, as necessary, to prevent damaging the trees, plants or site feature. It is not acceptable to leave any visible residue of grass trimmings on buildings, structures sidewalks, curbs or other areas following a line trimming operation. Contractor is responsible for cleaning and removing any residue after each trimming operation. Contractor shall repair or replace any damages to any site feature caused by the Contractor's operations or negligence solely at the expense of the Contractor.

Removal of Clippings

Visible clumps of clippings can cause damage to the turf and must be dispersed or removed, in a manner acceptable to the City, from the site following each mowing operation by the end of the work day and not allowed to be on the site overnight.

TURF EDGING OPERATIONS

All turf boarders shall be regularly edged unless otherwise approved by the City. Upon completion of the edging operation, the turf edge shall be a minimum of 3/8", but not more than 5/8" back from the edge of the paved walkway. All debris shall be removed from turf and pavement upon completion of an edging operation. To ensure a uniform appearance, the entire site shall be edged in one operation.

Edging shall be performed with every mowing in March through the last day in November and every other mowing operation in December through February, or as determined by the City.

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EXHIBIT A

Special consideration shall be given to the safety of pedestrians and vehicular traffic in the area while edging.

When straight lines are required, a string line shall be used as a guide. A clean edge no more than two (2) inches in depth shall be maintained.

GROUND COVER EDGING AND TRIMMING OPERATIONS

All ground cover plantings shall be trimmed or removed away from hard surfaces, header boards, shrubs, trees, site furnishings and appurtenances, and utility boxes/structures. Ground cover plantings shall be trimmed in a manner that allows trees, shrubs and other plants to grow in a healthy and vigorous manner. Generally, there shall be clearance of at least twelve (12) inches from the base of a tree and sufficient spacing to allow other plant material to grow vigorously. Ground cover should not be maintained in a manner that allows the plant to grow or climb into shrubs, trees, fences or other areas, unless approved by the City. Ground cover shall not be allowed to mature in height and shall be “headed back” routinely in order to maintain the intended look of the landscaped area.

Ground cover plantings shall be trimmed routinely to maintain a uniform and consistent appearance. Ground cover plantings shall not be allowed to grow onto paved areas or extend over the curb. Ground cover plantings shall be trimmed and edged around irrigation heads to allow uniform irrigation coverage.

Ground cover plantings that go dormant shall be trimmed annually.

SHRUB AND TREE PRUNING

Pruning operations shall promote the desired appearance, natural shape of the plant species and enhance the health of the plant material whenever possible. Note that pruning functions for a manicured area will be different than those for a naturalistic landscape. Also, individual plants or groups of plants within a site may be intended to appear differently. The contractor is encouraged to confer with the City’s representative whenever there is a question about how pruning activities should be completed.

All pruning shall comply with established pruning practices and current International Society of Arboriculture (ISA) standards. Non-compliance with the instructions as set forth by the City or the current ISA standards will result in default inspections and fees.

Any debris generated during pruning operations shall be disposed by the Contractor at the end of the day, each day any pruning is completed.

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EXHIBIT A

Shrubs

The Contractor shall provide a complete and properly managed shrub pruning program. Although shearing may be necessary, it is to be completed only if approved by the City. When planted in masses, shrubs shall be allowed to grow together in order to completely fill in the planting area.

Plants should not be sheared into formal shapes either “squared”, "gumdrop" or "gumball" shapes. Shearing shall only be done to maintain a neat, uniform appearance and to keep shrubs growing within intended spaces.

If the plants are improperly sheared, the Contractor shall provide selective hand pruning to regenerate new plant parts, eliminate dense plant crowns, and encourage the development of more balanced plant growth.

Trees

Trees shall be pruned in accordance with current ISA standards in order to promote health and proper growth. In addition to this general pruning, trees shall also be pruned to provide ten (10) feet of clearance over sidewalks and walkways and twelve (12) feet over streets and curbs. Trees shall be pruned a minimum of twice per year, or more often as needed in order to comply with this performance standard.

The Contractor is responsible for routinely trimming any "suckers", “water sprouts”, or damaged, diseased, or dead tree branches up to a height of ten (10) feet, during routine maintenance cycles.

GENERAL MAINTENANCE REQUIREMENTS

Contractor shall provide a general clean-up of all areas. Contractor shall adhere to the weekly work schedule submitted to the City designating the locations where work will be performed and the activities that will be completed.

Some areas will require specific and unique maintenance due to the nature of the area and the intention of the design and installation. The maintenance activities for these areas should be modified to obtain the desired results. The contractor must confirm these requirements with the City and adjust or modify maintenance activities to achieve the desired results.

Trash and Debris Removal

The Contractor shall provide for regular pick-up and disposal of debris such as litter, grass clippings, leaves, branches, and dead plant materials. Method of cleaning shall be by hand, use of rakes, and where appropriate, aided by blower units. Particular attention shall be given to turf areas, shrub and flower beds, fence lines, parking lots,

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EXHIBIT A

and walkways. This operation shall be completed during every site visit unless otherwise stated in "Site-Specific Maintenance Procedures."

Contractor is responsible for removal of debris accumulated over the winter from all shrub beds, turf areas, groundcover beds, gravel beds, and flower beds. Contractor is required to remove all leaf and litter debris that accumulates on the turf and in all shrub, groundcover, and flower beds. All collected litter and debris, as defined in the General Requirements section, shall be disposed following the City's refuse collection guidelines and any municipal, county, or state codes that apply. CONTRACTOR shall empty existing and future trash receptacles/doggie stations and provide new liners a minimum of two times per week, unless otherwise stated in "Site-Specific Maintenance Procedures."

Clean-Up of Walks and Curb Lines

The Contractor shall remove all debris that accumulates in and along all walkways, curb lines, gutters and continuous roadways. Method of cleaning may be by hand or vacuum. All debris shall be disposed of properly by the Contractor.

Bike Paths and Trails

Bike paths and trails are to be serviced regularly. Trash and leaves shall be removed during each servicing. Areas are to be generally weed free and debris should be removed from the paths regularly. Decomposed granite paths should be level and free from potholes. Animal waste shall be removed from pathways as needed.

SITE-SPECIFIC MAINTENANCE PROCEDURES

Shea Business Center Medians - Portola (Map Area 1)
This area shall be shall be serviced a minimum of once per week, or more frequently as needed in order to keep the site free from weeds and litter.

Shea Montage Trail - North (Map Area 2)
This site shall be serviced a minimum of twice per month. Both sides of the trail shall be mowed sufficiently often to prevent weeds from growing higher than six (6) inches within ten feet of the nearest edge of the trail surface.

Shea Montage Medians – Campus Hill (Map Area 3)
This area shall be shall be serviced a minimum of once per week, or more frequently as needed in order to keep the site free from weeds and litter.

Shea Montage Medians –Portola (Map Area 4)
This area shall be shall be serviced a minimum of once per week, or more frequently as needed in order to keep the site free from weeds and litter.

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EXHIBIT A

Shea Montage Trail - South (Map Area 5)
This site shall be serviced a minimum of twice per month. Both sides of the trail shall be mowed sufficiently often to prevent weeds from growing higher than six (6) inches within ten feet of the nearest edge of the trail surface.

Shea Sage Retention Basin (Map Area 6)
The perimeter of this area shall be serviced a minimum of twice per month and shall include weed control and litter pickup. All vegetation shall be cut down and removed from the basin itself twice per year.

Shea Sage Open Space (Map Area 7)
This area shall be maintained in accordance with the "WEED ABATEMENT" section of these specifications. Along the perimeter of this area facing any public roads or public parks, trash and litter removal shall be performed a minimum of once per month at regular intervals.

Shea Sage Park (Map Area 8)
This area shall be serviced a minimum of two times per week, or more frequently as needed in order to keep the site free from weeds and litter. CONTRACTOR shall empty trash receptacles on each visit and provide new liners.

GENERAL CONDITIONS OF THE WORK

City Representative(s)
The City's representative(s) shall be any person(s) designated by the City in writing to the Contractor. The City's Representative(s) shall be the only person(s) through whom all communication between the City and the Contractor shall be directed.

Workday

A workday is hereby defined as every calendar day, except Saturdays, Sundays and City holidays on which the Contractor is not prevented by inclement weather, by conditions resulting from inclement weather, or by suspension of work ordered by the City or specifically required by provisions of the Contract, or by acts of God, acts of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or freight embargoes, from performing work under the Contract with daily productiveness.

The City's Holidays are as follows:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)

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EXHIBIT A

8. Thanksgiving Day (fourth Thursday in November)
9. Day after Thanksgiving Day (fourth Friday in November)
10. December 24
11. December 25
12. New Year's Eve (December 31)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday. The following exceptions are when December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31, and January 1 holidays shall be observed as follows:

(a) When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

(b) When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

(c) When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered a holiday.

Work Schedule

An annual work schedule delineating when and where the Contractor's crews will be working, shall be provided in writing to the City annually or more frequently if requested by the City. A weekly work schedule shall be submitted to the City, in a format that is acceptable to the City, indicating the locations that work will be performed during the week and a description of the work that will be performed. Changes in work schedules shall be approved by the City in advance of implementing any alteration to the approved annual work plan.

The City's normal/regular working hours are Monday through Thursday, from 6:00 a.m. to 3:30 p.m., and Fridays from 6:00 a.m. to 2:30 p.m. Generally, all work is to be completed during a regular eight-hour shift, between 6:00 a.m. and 2:30 p.m., Monday through Fridays, unless otherwise approved by the City in writing; email will suffice.

Normal working days shall be Monday through Friday, except legal holidays as recognized by the City. Any work done on weekends or holidays must be approved in advance by the City in writing.

Supervision

Work performed by employees within the scope of the Contractor's work shall be directly employed and supervised by the Contractor. The Contractor shall perform management and technical supervision required to complete the work according to the

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EXHIBIT A

specifications of this agreement. Employee(s) assigned to supervise the work shall be readily available, responsive to the City's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

Traffic Control and Pedestrian Safety

The contractor shall provide and maintain utilities, fences, barriers, signs, guardrail, warning lights, and other safety devices adjacent to and on the work site as may be necessary to control traffic and prevent accidents to the public. Signs, flags, lights, and other warning and safety devices shall conform to the requirements set forth in the City of Livermore's Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Contractor shall maintain, at all times through the work area, a safe route for pedestrians that will not direct pedestrians into vehicular traffic. Pedestrian routes and barrier methods are subject to approval by the City.

Additions, Deletions, or Change of Contract Price

The City reserves the right to add, delete, or change areas under this agreement and may do so upon giving written notice to the Contractor. If these changes cause an increase or a reduction in the maintenance costs of this agreement, they shall be readjusted and, when agreed upon, incorporated into the agreement.

Extra Work

Extra Work must be authorized by the City and shall be shown as a separate item on the invoice submitted to the City. The invoice for Extra Work shall show the exact location of the work. The invoice shall include the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work. If labor is allowed, travel time will not be counted. Billings for repairs of site furnishings, irrigation systems, vandalism or other approved work must be clearly marked as such and subtotaled separately from other items on the invoice submitted to the City.

Inspections

The areas covered by this agreement will be inspected regularly by the City. A *Contract Services Inspection Form* may be prepared by the City after each inspection, detailing the condition of the trees, shrubs, turf, groundcovers, and general appearance of the site.

The City may require the Contractor, or the local authorized representative, to accompany the inspector during inspections if the City is not satisfied with the Contractor's maintenance work. The Contractor or the local authorized representative is expected to

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EXHIBIT A

be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

Deficiency Corrections

If the City, upon routine inspection, determines that any area has not been maintained according to the specifications, a notice outlining the deficiencies will be mailed in a postal envelope, e-mailed to the company representative or faxed to the Contractor's local office. Payment will not be made for any services not provided by Contractor. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than ten (10) working days from the date the notice is issued. Failure to complete the work to the satisfaction of the City by the date specified will result in no payments being made to the contractor for the missed work.

Failure to Correct Deficiencies

Prior to re-submitting a request for payment, the Contractor must request a re-inspection. A re-inspection request should be completed in writing to the City and either faxed or e-mailed to the City. If the work is deemed satisfactory upon re-inspection, the City will accept a request for payment, minus a one hundred dollar ($100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar ($100) re-inspection charge will be assessed for each inspection completed by the City until the specified work is completed.

Traffic Control Deficiencies

If the City, upon routine inspection, determines that the contractor is not maintaining proper traffic control as described in Traffic Control and Pedestrian Safety section of the Contract Conditions, the contractor will be notified. When notified, the Contractor shall immediately correct the traffic control deficiency. Failure to do so will result in a suspension of work until the deficiencies are corrected, and the re-inspection charge will be assessed.

General Negligence and Damages

Any damage to the irrigation system, site furnishings or plant material that dies or is damaged due to Contractor's negligence shall be repaired or replaced at the Contractor's sole expense. Any replacements shall be the same type, brand, size and approved by the City. Repairs shall be completed expeditiously. Irrigation system repairs must be completed within twenty-four (24) hours that the deficiency or damage is brought to the attention of the Contractor. Other work must be completed within one week unless otherwise approved by the City. If the work is not completed by the date specified, the work shall be subject to an inspection fee equal to one hundred dollars ($100) per day for each day the repairs are not completed.

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EXHIBIT A

Contractor's Vehicles

All vehicles and equipment used by the Contractor and its employees must clearly be distinguished as being operated by the contractor and may not bear the logo or contact information of any other Contractor.

Sound Control

The noise levels from the contractor's operations must comply with all City ordinances and regulations. Unless otherwise approve by the City, noise levels between the hours of 6:00 p.m. and 7:00 a.m. shall not exceed 86 DBA from a distance of fifty (50) feet. The noise level requirements shall apply to all equipment on the job or related to the job including, but not limited to, trucks, blowers, flexible line trimmers, mowers, or other equipment which may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of the public or personnel.

Staff Conduct and Appearance

All employees of the Contractor assigned to work in any of the landscaped areas covered by this agreement shall wear uniform clothing clearly identifying them as employees of the Contractor and shall maintain an appearance acceptable to the City. All employees shall wear the same style, color, and type of uniform while engaged in any activity related to the agreement for providing landscape maintenance services.

The Contractor and all employees shall be courteous and considerate towards the public at all times.

The City shall have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the City reasonably rejects staff, the Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and the control of the Contractor's employees are the responsibility solely of the Contractor. Supervisors and project managers must be able to fluently read and speak English.

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EXHIBIT A

COMPENSATION

Contractor shall be compensated for their services in the following manner:

Map Code	Location	Monthly Cost
1	Shea Business Center Medians	$ 1,072.00
2	Shea Montage Trail – North	$ 585.00
3	Shea Montage Medians – Campus Hill	$ 1,072.00
4	Shea Montage Medians – Portola	$ 1,267.00
5	Shea Montage Trail – South	$ 779.00
6	Shea Sage Retention Basin	$ 682.00
7	*Shea Sage Open Space**	*$ 2,983.00*
8	Shea Sage Park	$ 2,338.00
	Total Monthly Maintenance Cost*:	**$7,795.00**

*Map Code 7 for the Shea Sage Open Space is an area that is not currently required to be maintained. City staff requested a quote from Terracare for potential future weed abatement, but will not require maintenance of this area or allow for billing until further notice in writing to Terracare.

Various locations may begin service at different times. Should maintenance of an area begin after the first of a month, that month will be pro-rated at the daily rate of the monthly cost divided by 31 (daily rate).

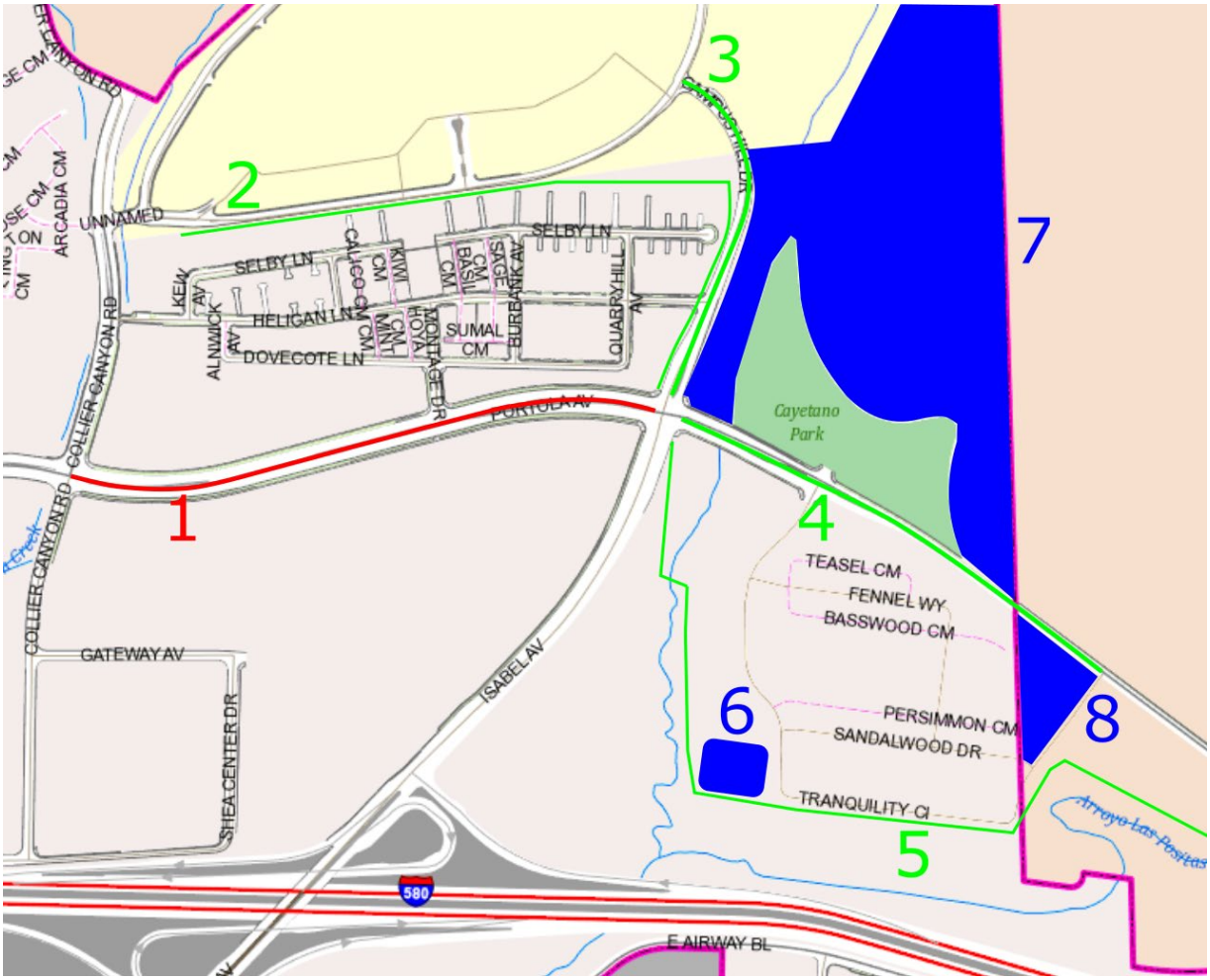
Irrigation repair work will be compensated at the rate of **$75.00 per hour** and documented material cost plus **20%** markup.

Extra work will be compensated at **$75.00 per hour**. Extra work on weekends will be compensated at **$105.00 per hour**.

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EXHIBIT A

LOCATIONS OF WORK



1	Shea Business Center Medians
2	Shea Montage Trail – North
3	Shea Montage Medians – Campus Hill
4	Shea Montage Medians – Portola
5	Shea Montage Trail – South
6	Shea Sage Retention Basin
7	Shea Sage Open Space
8	Shea Sage Park

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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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

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SIGNED DIR COMPLIANCE CERTIFICATION

EXHIBIT A

CITY OF LIVERMORE REQUEST FOR PROPOSALS #4251

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE CERTIFICATION
Senate Bill 854

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 854, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: http://www.dir.ca.gov/

I, the Bidder, certify that:

> "I am aware of the provisions of Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Kris Dasso	5/17/23
Signature	Date
Kris Dasso	Terracare Associates, LLC
Print Name	Business Name
Branch Manager	1023572
Title	CSLB License Number
	1000047117
	DIR Registration Number

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with DC Electric Group, Inc. for on call streetlight and traffic signal maintenance services, for three years with an option for one two-year extension, in an amount not-to-exceed $700,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with DC Electric Group, Inc. for on call streetlight and traffic signal maintenance services, for three years with an option for one two-year extension, in an amount not-to-exceed $700,000.

SUMMARY

Staff issued a Request for Proposals (RFP) to seek assistance with on call streetlight and traffic signal maintenance and repair services. Staff have completed their review of the four proposals received and is recommending DC Electric Group, Inc. as the best value bidder.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with maintaining, repairing, and replacing over 7,500 streetlights and 115 traffic signals throughout the City.

In order to facilitate this, staff issued a Request for Proposals on April 19, 2023, soliciting proposals from qualified contractors to provide on call streetlight and traffic signal maintenance and repair services. The proposed agreement uses a time and materials basis for compensation (fixed hourly rate, fixed materials markup percentage, and established Caltrans hourly rates for equipment) to allow the maximum flexibility in completing the work.

Staff utilized a multi-step process in determining which company represented the best value as defined by Livermore Municipal Code (LMC) 2.68.040. Four service providers responded with responsive proposals. All four proposers showed sufficient relevant experience in order to successfully complete the desired scope of work.

Staff recommends that the City Council award an agreement to DC Electric Group, Inc. as the best value and reject all other bids. DC Electric Group, Inc. is the current contractor to the City for streetlight and traffic signal repair and maintenance. The bid from DC Electric Group, Inc. was not the lowest, but represents the best value to the City due to the high quality of their work, both their industry and local expertise, and their rapid and professional responsiveness to the City. They perform their work efficiently and promptly providing value to field and administrative staff. The proposal results are as follows:

Company	Hourly Labor Rate
Bear Electrical	$135.00
DC Electric	$145.00
St. Francis Electric	$155.00
Tennyson	$185.00

FISCAL AND ADMINISTRATIVE IMPACTS

Adequate funding for this agreement exists in Fiscal Years 2023-24 and 2024-25 General Fund budget. Additional appropriations will be included in the Fiscal Year 2025-26 budget update as necessary.

COMMUNITY PILLAR
5: A City That Works

GOAL
14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Resolution
2. Exhibit A - Traffic Signals Repair and Maintenance 23-0255

Prepared by: Marisa Gan
Management Analyst II

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 DC ELECTRIC GROUP, INC. FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE SERVICES, IN AN AMOUNT NOT-TO-EXCEED $700,000

The Maintenance Division of the Public Works Department is responsible for maintaining, repairing, and replacing over 7,500 streetlights and 115 traffic signals throughout the City of Livermore ("City").

To assist staff in this obligation, the City published a Request for Proposals for streetlight maintenance services pursuant to the requirements of Livermore Municipal Code Chapter 2.68. Four contractors responded with responsive proposals. Staff evaluated the proposals and recommended that the City Council award an agreement to DC Electric Group, Inc., as the best value bidder, and reject all other bids or proposals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to sign, on behalf of the City of Livermore, an agreement with DC Electric Group, Inc., attached hereto as Exhibit A, for streetlight maintenance services for a three-year term with an option for one two-year extension in an amount not-to-exceed $700,000.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore rejects all other bids or proposals.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement for Services with DC Electric Group, Inc.

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AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2023, by and between the City of Livermore ("City"), a municipal corporation, and DC Electric Group, Inc. ("Contractor"), a California corporation.

RECITALS

City requires services to provide on-call traffic signal and streetlight maintenance services and repairs.

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 provide on-call traffic signal and streetlight maintenance services and repairs 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;

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

(f) Coordinate the Services with Public Works Manager-Signals ("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.

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5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $700,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on July 1, 2023, and terminates upon the completion of the Services or June 30, 2026, whichever occurs first. This Agreement may be extended for one additional two-year term by mutual written consent of the parties. The hourly rates set forth in Exhibit A to this Agreement may be increased for the additional two year term commencing July 1, 2026 of this Agreement, provided the hourly rates set forth in Exhibit A for compensation are not increased by more than the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI-U") in the San Francisco-Oakland-Hayward, California area from the prior calendar year's CPI rate in April.

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.

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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

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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.

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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: Public Works Manager-Signals
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONTRACTOR: Attention: John Abraham
DC Electric Group, Inc.
PO Box 7525
Cotati, CA 94931

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.

28. Prevailing Wage Law and the Labor Code. This Agreement is subject to all applicable Labor Code Requirements.

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(a) DIR Registration. City will not enter into Agreement without proof that the Contractor is registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions. Should the City determine that Contractor is not so registered after the parties have executed this Agreement, the City shall be entitled to void this Agreement with no consideration to Contractor. (b) DIR Monitoring. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(c) Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Services are to be performed for each craft, classification or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR. Each worker performing Services under this Agreement that is a Public Work pursuant to Labor Code, Section 1720, including clean-up at the, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. Contractor must post a copy of the applicable prevailing rates at any worksite.

(d) Copies of Prevailing Wages. Copies of the prevailing rate of per diem wages applicable to the Services required by this Agreement are on file at the City of Livermore, Livermore City Hall, 1052 S. Livermore Ave, Livermore, CA 94552 in the custody of Leslie Young, which the City shall make available to any interested party on request. The City shall also cause a copy of the determination of the director of the Department of Labor of the prevailing rate of per diem wages to be posted at each job site.

(e) Penalties Under Labor Code, Section 1775. Contractor will forfeit to City, as a penalty, up to $200.00 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(f) Federal Requirements. If this Agreement is subject to Federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor is required to pay the higher of the current applicable prevailing wage rates under federal law, available online at http://www.access.gpo.gov/davisbacon/ca.html, or under California law, available online at http://www.dir.ca.gov/DLSR.

(g) Eight Hour Day and Penalties. Under Labor Code, Section 1810, eight hours of labor constitute a legal day's work under this Contract. Under Labor Code, Section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each worker employed in the execution of this Agreement by the Contractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code, Section 1813, unless the workers are paid overtime under Labor Code, Section 1815 at not less than 1 1/2 times the basic rate of pay.

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(h) Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code, Section 1777.5, which is fully incorporated by reference.

(i) Notices. Under Labor Code, Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

(j) Records.

1) Contractor shall furnish accurate records specified in Labor Code, Section 1776 directly to the Labor Commissioner, in the following manner: (A) At least monthly or more frequently if specified in the contract with the awarding body. (B) In a format prescribed by the Labor Commissioner. Section 1776 requires the Contractor to provide the following information: the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Services performed pursuant to this Agreement. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury according to the laws of the State of California, stating both of the following: (i) The information contained in the payroll record is true and correct; and (ii) The Contractor has complied with the requirements of Labor Code, Sections 1771, 1811, and 1815 for any work performed by its employees pursuant to this Agreement.

2) Contractor shall also comply with the requirement of Labor Code, Section 1812, which requires every contractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

(k) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code. Contractor is solely responsible for redacting employee personal information, e.g., name, address, and social security number, before disclosure of the certified payroll record, as specified in Labor Code, Section 1776(e).

(l) Enforcement. Upon notice of noncompliance with Labor Code, Section 1776, Contractor has ten days in which to comply with requirements of Section 1776. If Contractor fails to do so within the ten-day period, Contractor will forfeit a penalty of $100.00 per day, or portion of a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

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(m) Workers' Compensation Certification. Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of this Contract."

(n) Discrimination. Contractor shall not discriminate in the employment of persons on any basis articulated by Labor Code, Section 1735.

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Signatures and Attachment List on the Next Page

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

CONTRACTOR: **Dated:**

DocuSigned by:
John Abraham
1F1BF45BAA9014D5...

6/12/2023 | 10:36 AM PDT

By: John Abraham
Title: Regional Manager

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
245F8B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C - DIR Compliance Certification

DocuSign Envelope ID: 1344CF20-8BEE-44A6-B8C8-EC3346EA6680

Exhibit A
Scope of Work

Contractor shall provide all necessary labor, materials, equipment, and supplies to perform the following duties related to streetlights and related equipment on an as-needed basis:

1. Contractor shall perform maintenance and repair services for City-owned streetlights, traffic signals, and related equipment including, but not limited to:
    - Repair and/or replacement of streetlight and traffic signal fixtures and or components thereof.
    - Replacement of streetlight poles and traffic signal foundations.
    - Troubleshooting streetlight and traffic signal outages or abnormal functioning.
    - Repair and/or replacement of streetlight and traffic signal wiring, conduit, pull boxes, and related components.
2. When replacing or repairing streetlight or traffic signal fixtures, Contractor shall splice wire at the handhold, not the pull box. Project Manager may authorize exemptions from the requirement.
3. All work shall be performed as directed by the City's Project Manager.
4. Contractor shall notify Project Manager at least 24 hours in advance of any traffic control which requires lane closures.
5. This agreement does not obligate the City to a minimum amount of work or compensation to be granted to Contractor.
6. Work locations may be anywhere in the City of Livermore.
7. Contractor shall perform all work between the hours of 6:00 AM and 2:30 PM, Monday through Friday, unless explicitly authorized by Project Manager or City staff that are participating on the 24 hour stand by program
8. Contractor shall complete work within fourteen (14) days following notification by City staff. The Project Manager may authorize exemptions from the requirement based on material availability.
9. Contractor shall supply any necessary traffic control measures.
10. Contractor shall warranty their work for a minimum of ninety (90) days upon completion against defects in workmanship and/or materials. Any repair costs incurred within this ninety-day period shall be at the sole expense of the Contractor.
11. City may supply materials to Contractor for use in the work. Contractor shall supply any materials not supplied by City.

Compensation

12. Contractor shall only bill for work after completion.
13. City shall compensate Contractor for labor at the rate of $145.00 per hour.
14. City shall compensate Contractor for after-hours labor at the rate of $225.00 per hour. After-hours shall be defined as any time outside of 6:00 AM – 2:30 PM Monday through Friday and also includes Saturdays, Sundays, and Holidays.
15. City shall compensate Contractor for equipment and vehicles at the current rental rates as established by Caltrans.

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Exhibit A
Scope of Work

16. City shall compensate Contractor for materials at the documented cost plus 15% markup.
17. Contractor shall provide receipts for materials only upon request by the Project Manager.
18. City shall not grant compensation for travel time or procurement of materials.
19. City shall not grant compensation for telephone-based meetings.

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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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

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Attachment C

CITY OF LIVERMORE REQUEST FOR PROPOSALS FOR: TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE CERTIFICATION

Senate Bill 854

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB 854, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to: http://www.dir.ca.gov/

I, the Bidder, certify that:

> "I am aware of the provisions of Senate Bill SB 854 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract."

Signature	5/17/23 Date
Don Caramagno Print Name	DC Electric Group Inc. Business Name
CEO Title	949934 CSLB License Number
	1000003395 DIR Registration Number

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of an agreement with Old Brit Consulting for general IT consulting services over a three-year term, in an amount not-to-exceed $750,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Old Brit Consulting for general IT consulting services over a three-year term, in an amount not-to-exceed $750,000.

SUMMARY

The City of Livermore's IT Division needs high-level system administration support of several projects that require significant experience with the setup and configuration of Microsoft cloud and on-premises systems that City staff do not have. Due to the short-term nature of the initial deployment of these systems, it is more cost-effective to outsource these tasks to a trained professional with knowledge of City systems.

DISCUSSION

Staff is deploying complex information system projects to support the City's five-year Strategic Plan. In most deployments of this scale, the technical team consists of two elements; one to deploy the system and configure it for use, and another to take over and run the system after deployment. Each team has unique skill requirements to achieve these project goals.

Deploying these large-scale solutions requires a methodical review of current business practices, knowledge of the current environment, and a significant understanding of the new system. This level of experience is commonly acquired through specialized training for senior technical staff by the vendor or with multiple successful deployment projects.

Old Brit Consulting has significant experience with designing and deploying complex solutions for government organizations and has been working with the City since 2018. As a result, they have deep knowledge of the City’s IT infrastructure, history, and workflows and provide fast, thorough service as

needed. This knowledge is critical to improve the speed by which the City can implement new technology programs due to the significant amount of specialized training required to learn the new environment. Old Brit Consulting has acquired this knowledge through extensive project work with the City, eliminating the need for training to bring on a new partner.

By continuing the partnership with Old Brit Consulting, the City can continue with the rapid deployment of complex systems without the need to train City staff on deployment and design techniques. Instead, staff will train on the support and ongoing maintenance of these environments, which is a better use of staff time and resources.

FISCAL AND ADMINISTRATIVE IMPACT

The not-to-exceed amount for this agreement is $750,000 and will cover FY 2023-24 - FY 2025-26, a three-year term. All costs associated with the proposed contract will be included in the IT Division's budget.

There will be no impact to City resources such as staffing, space, facilities, and equipment. Old Brit consulting will provide all necessary hardware and software to perform the tasks assigned by IT management staff and will not be reliant on any licenses, hardware, or email accounts to be provided by the City.

COMMUNITY PILLAR
5: A City That Works

GOAL
11: Modernize key business systems and processes to increase efficiency and improve transparency

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement with Old Brit Consulting and City of Livermore

Prepared by: Steve Rodriguez
Assistant 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 AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH OLD BRIT CONSULTING FOR GENERAL IT CONSULTING SERVICES IN AN AMOUNT NOT-TO-EXCEED $750,000 OVER A THREE-YEAR TERM

The City of Livermore ("City") requires high-level system administration tasks for the support of several projects included in the Council's goal of modernization, training, and workplace enhancements.

The City has used outside IT services to perform specific and advanced technical and administrative tasks to support the City technology program.

The City has used Old Brit Consulting for five years and City staff have been pleased with their services.

The total fees for Old Brit Consulting services will not exceed $750,000, and that will be charged to the City through hourly rates based on services provided.

BE IT RESOLVED by the City Council of the City of Livermore that it authorizes the City Manager to execute a professional services agreement with Old Brit Consulting, attached hereto as Exhibit A, in an amount not-to-exceed $750,000 over a three-year term.

On motion of Council Member_____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with Old Brit Consulting and City of Livermore

RESOLUTION NO. _____

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AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2023, by and between the City of Livermore ("City"), a municipal corporation, and Old Brit Consulting. ("Contractor"), a California corporation.

RECITALS

City requires services to assist with general IT consulting based on the needs of the City.

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 assist with general IT consulting based on the needs of the City, 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;

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

(f) Coordinate the Services with Steve Rodriguez, Assistant Administrative Director ("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.

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5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $750,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on July 1, 2023, and terminates upon the completion of the Services or June 30, 2026, 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.

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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

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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: Steve Rodriguez, Assistant ASD
City of Livermore
1052 S Livermore Avenue

DocuSign Envelope ID: 194A2771-E4DC-4139-89FF-5FAE2E551B41

Livermore, California 94550

TO CONTRACTOR: Attention: Neil Setchell
Old Brit Consulting
330 Selby Ln
Livermore, CA 94551

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

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

CONTRACTOR: **Dated:**

DocuSigned by:
Neil Setchell
9BF4EDD65BE9444...

6/6/2023 | 11:30 AM PDT

By: Neil Setchell
Title: Principal

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Maggenti
245F8B35F34C457...

Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
492639AA373F4CA...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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Proposal to
General IT Services

for

City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

from

Neil Setchell, Principal
Old Brit Consulting
Livermore, CA 94551
(925) 989-4720
neil@oldbrit. com

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Table of Contents

Summary 3

Abstract 3

Contractual 3

DocuSign Envelope ID: 194A2771-E4DC-4139-89FF-5FAE2E551B41

Proposal for
General IT Services

Summary

- Type of Service: General IT Services.
- Contract Start Date: July 1st, 2023.
- Contract End Date: June 30th, 2026.
- Cost: $750,000.

Abstract

The City of Livermore requires the services of an Information Technology consultant to assist with general IT consulting based on the needs of the city.

Duties are to include (but not limited to) providing professional services under the direction of the CIO/IT Manager.

Contractual

Location of work and research documentation

Work shall be performed both onsite at the Livermore and at the Old Brit office. In order to reduce costs and the carbon footprint of the work, Old Brit Consulting will work at its office whenever practical.

Fee

Livermore shall provide a Purchase Order for services to be performed. Work shall be performed by Old Brit Consulting and invoiced at $225.00 per hour to be billed monthly, net due.

DocuSign Envelope ID: 194A2771-E4DC-4139-89FF-5FAE2E551B41

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

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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. 5.10**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Resolution authorizing a purchase order to Baker & Taylor Books for purchases of library books and related materials in Fiscal Year 2023-24, in an amount not-to-exceed $230,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to Baker & Taylor Books for Fiscal Year 2023-24 purchases of library books and related materials, not-to-exceed $230,000.

SUMMARY

Ordering books from Baker & Taylor Books saves significant staff time because their software closely interfaces with the Library's Sierra Integrated Library Software (ILS). Through this interface, staff can place book orders electronically and download the catalog records that are needed to check out these books to library patrons. In addition, Baker & Taylor offers customized pre-processing of books, resulting in items being available for patrons to check out much sooner than they would be otherwise.

DISCUSSION

Baker & Taylor Books specializes in providing books for sale to libraries. This vendor has tailored its order process to make the library workflow as simple as possible. Since Livermore Public Library (Library) purchases thousands of books each year, the order and receiving process must be simple and fast. The Library's Sierra Integrated Library Software (ILS) includes a feature called "One-Click Marc." With "One-Click Marc," the Library can order materials electronically through Baker & Taylor Books and seamlessly download the catalog records needed to check out these items to library patrons. This feature saves many hours of staff time throughout the year during the order and receiving process.

In addition, Baker & Taylor Books offers customized pre-processing. This means that the Library can pay for the most popular books to arrive shelf ready, complete with Livermore Public Library labels, call number labels, and barcodes. This saves significant staff time and results in items being available for patrons to check out much sooner than they would be otherwise.

Per the Livermore Municipal Code (LMC) 2.68.370 noncompetitive negotiations may be used to select a vendor “where it is determined that the supplies and equipment are unique or available only from one source” or “if there is no competitive advantage to be gained by soliciting bids.” While the Library purchases materials from a variety of vendors, it saves staff time and increases patron service to purchase from Baker & Taylor Books when they have the needed items. Furthermore, Baker & Taylor Books offers libraries a significant discount, 40% off list price for most items.

FISCAL AND ADMINISTRATIVE IMPACTS

Funds for the purchase of these books and related materials are included in the Fiscal Year 2023-24 budget.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

12: Promote literacy in all its forms to help residents fulfill their life goals and be more active community members

ATTACHMENTS

1. Resolution

Prepared by: Allen McFarland
Administrative Assistant

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 ISSUANCE OF A PURCHASE ORDER TO BAKER & TAYLOR BOOKS FOR PURCHASES OF LIBRARY BOOKS AND RELATED MATERIALS FOR FISCAL YEAR 2023-24 IN AN AMOUNT NOT-TO-EXCEED $230,000

Ordering books from Baker & Taylor Books saves significant staff time because their software closely interfaces with the Library's Sierra Integrated Library Software (ILS). Through this interface, staff can place book orders electronically and download the catalog records that are needed to check out these books to library patrons. In addition, Baker & Taylor offers customized pre-processing of books, resulting in items being available for patrons to check out much sooner than they would be able to otherwise.

The Livermore Municipal Code (LMC) 2.68.370(B) states that noncompetitive negotiations may be used to select a vendor "where it is determined that the supplies and equipment are unique or available only from one source" or "if there is no competitive advantage to be gained by soliciting bids."

While the Library purchases materials from a variety of vendors, it saves staff time and increases patron service to purchase from Baker & Taylor Books when they have the needed items. Furthermore, Baker & Taylor Books offers libraries a significant discount, at 40% off list price for most items.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that there is no competitive advantage to be gained by soliciting bids for these services and materials and authorizes the City Manager to approve a purchase order between the City of Livermore and Baker & Taylor Books for the purchase of books and related materials for circulation to the public in fiscal year 2023-24, in an amount not-to-exceed $230,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.11**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolutions to summarily vacate a portion of an existing sewer easement located within the Livermore Hotel Corporation property adjacent to Chick-fil-A and accepting Parcel Map 10720 (Chick-fil-A) public improvements for permanent maintenance.

RECOMMENDED ACTION

Staff recommends the City Council adopt resolutions:

1. Summarily vacating a portion of an existing sewer easement located within the Livermore Hotel Corporation property adjacent to Chick-fil-A;
2. Authorize the City Manager to execute a quitclaim for the vacated portion of the sewer easement to the Livermore Hotel Corporation;
3. Accepting Parcel Map 10720 (Chick-fil-A 1754 N Livermore Road) public improvements for permanent maintenance;
4. Accepting the offers of dedication for a public utility easement and public trail easement that were previously rejected, but continuing to reject the offers for dedication for Parcel 2 (a creek corridor) and Parcel 3 (open space) while also continuing to retain the right to accept the dedications for these parcels at a future date; and
5. Authorizing release of the surety bonds for these public improvements.

SUMMARY

Staff proposes to vacate an existing sanitary sewer easement located within the Livermore Hotel Corporation property adjacent to Chick-fil-A as it can no longer be utilized for its intended purpose. Therefore, the City can summarily vacate the sewer easement and authorize the execution of the quitclaim deed releasing the easement back to the Livermore Hotel Corporation, as depicted in Exhibit B to the resolution.

MPVCA Livermore LLC has fulfilled all of the obligations as described in the Conditions of Approval and the Subdivision Improvement Agreement for Parcel Map 10720 (Chick-fil-A) to the satisfaction of the City Engineer. The City may accept Parcel Map 10720 for permanent maintenance, accept the offers of dedication previously rejected, except for Parcel 2 (a creek corridor) and Parcel 3 (open space)

continuing to retain the right to accept the dedications for these parcels at a future date, and release the surety bonds for these public improvements as specified in the Subdivision Improvement Agreement.

DISCUSSION

The Chick-fil-A project, Parcel Map 10720, located at 1754 N Livermore Avenue is comprised of Parcel 1, a commercial development for the Chick-fil-A restaurant, Parcel 2, a creek corridor, and Parcel 3, an open space area. The developer was originally slated to utilize a public sewer easement within the adjacent hotel property for their tie-in to the public sewer system, but the northern area of this easement cannot be utilized for its intended purpose due to an existing transformer which blocks construction of any future sewer infrastructure. The developer has established a private sewer easement in lieu of the public sewer easement as shown in Attachment 2 (Private Sewer Agreement). This private easement renders the existing public sewer easement redundant and it is therefore no longer needed to serve the public. The release of portions of the sewer easement will unencumber the properties owned by Livermore Hotel Corporation.

Government Code Section 65402(a) requires that if a General Plan has been adopted, no real property or easements used for public purposes shall be acquired or disposed of until the location, purpose, and extent of such acquisition or disposition has been reported upon by the planning agency (e.g. Planning Commission) as to conformity with its adopted General Plan. This includes vacation of sewer easements needed for public purposes in whole or in part. On October 4, 2022, the Planning Commission adopted a resolution approving Consistency Determination 22-002 (CD 22-002), finding the City's vacation of a portion of existing sewer easement is consistent with Livermore's 2003-2025 General Plan.

The Chick-fil-A Final Parcel Map 10720 was approved by the City Council on July 12, 2021, with a Subdivision Improvement Agreement and security for public improvements. At that meeting, the City Council rejected Parcel 2 and Parcel 3, the Public Utility Easement and Public Trail Easement. The City Council retained the right to accept the offers of dedication at a later date when the improvements were complete.

Public improvements included a new Class I trail along the south side of the project site, and northbound left-turn lane and improvements at the North Livermore Avenue/Arroyo Plaza intersection. The applicant has dedicated 21.5 acres of open space to the City on the Parcel Map as Parcels 2 and 3 which staff recommends the Council reject at this time, reserving the right to accept the offers at a future date when Zone 7 accepts the open space dedications and maintenance responsibilities. In addition, the applicant has contributed $225,000 towards off-site T-6 trail improvements east of North Livermore Avenue along the Arroyo Las Positas, per the terms of their Development Agreement.

The City can accept the public improvements for permanent maintenance, accept the offers of dedication that were previously rejected, except for Parcel 2 (a creek corridor) and Parcel 3 (open space) continuing to retain the right to accept the dedications for these parcels at a future date, and release the surety bonds for these public improvements as specified in the Subdivision Improvement Agreement for Parcel Map 10720.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual maintenance cost for the public infrastructure, including northbound left-turn lane improvements, frontage improvements, additional median landscaping and trees, sidewalk, accessible

ramps, curb and gutter, traffic signals and storm drain lines is $3,400. The General Fund, which is derived from increased property taxes generated from the new development, funds these costs.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

5: Facilitate the development of commercial and industrial projects that provide high-quality local jobs and support a diverse local economy.

ATTACHMENTS

1. Vicinity Map
2. Private Sewer Vacation Agreement
3. Resolution - Sewer Vacation
4. Exhibit A - Sewer Easement Plat & Legal Description
5. Exhibit B - Quitclaim Deed, Livermore Hotel Corporation
6. Resolution - Parcel Map 10720 Acceptance

Prepared by: Farnoush Levers
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

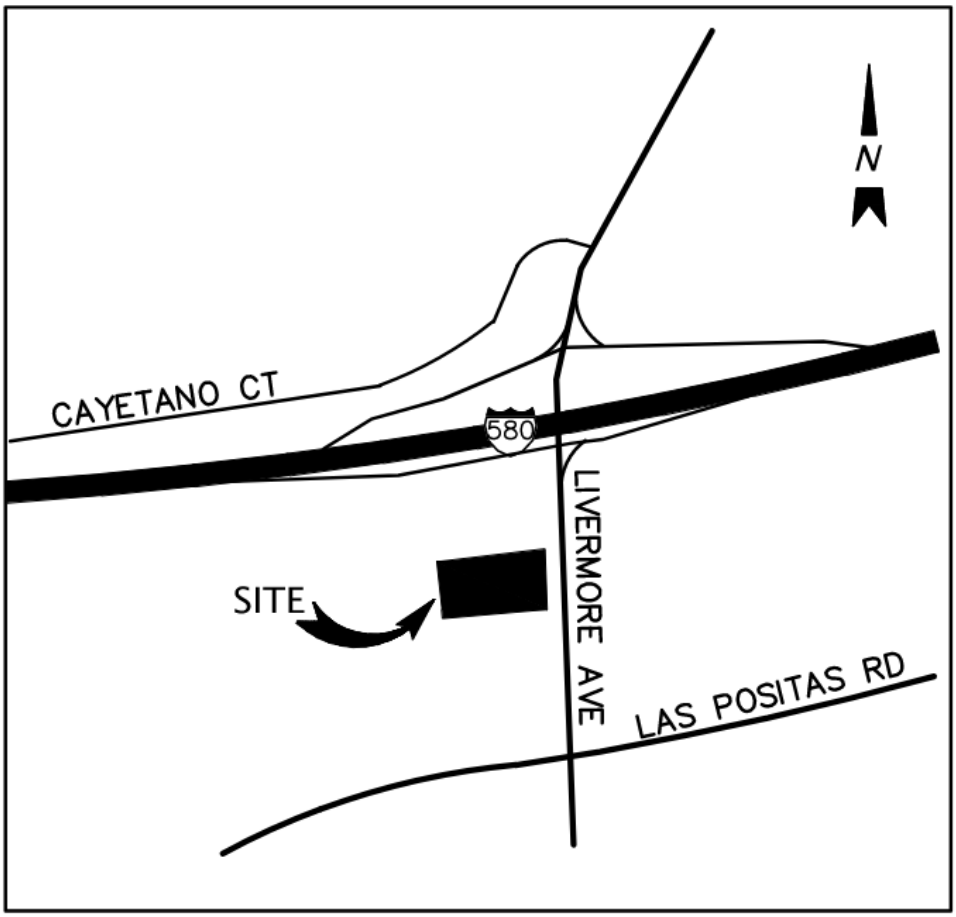
Fiscal Review by:

Tina Olson
Administrative Services Director

VICINITY MAP

CHICK-FIL-A

LIVERMORE **CALIFORNIA**



VICINITY MAP

NOT TO SCALE

RECORDING REQUESTED BY
First American Title Insurance Co.
NCS-781423-1-SF
AND WHEN RECORDED MAIL DOCUMENT TO:
NAME MPVCA Livermore LLC
STREET ADDRESS c/o Meridian Property Company
ATTN: General Counsel
CITY, STATE & ZIP CODE 777 S. California Avenue
Palo Alto, CA 94304

2021291029 08/26/2021 01:14 PM 15 PGS
OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: $66.00

ELECTRONICALLY RECORDED

SPACE ABOVE FOR RECORDER'S USE ONLY

Sewer Easement Agreement

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

☐ **Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax**

☑ **Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).**

☐ **Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.**

☐ **Exempt from fee per GC 27388.1 (a) (1); fee cap of $225.00 reached.**

☐ **Exempt from the fee per GC 27388.1 (a) (1); not related to real property.**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY
First American Title Insurance Co.
NCS-781423-1-SF
AND WHEN RECORDED MAIL DOCUMENT TO:
NAME MPVCA Livermore LLC
STREET ADDRESS c/o Meridian Property Company
ATTN: General Counsel
CITY, STATE & ZIP CODE 777 S. California Avenue
Palo Alto, CA 94304

E-RECORDED simplifile
ID: 202129 1029
County: Alameda, Ca.
Date: 08/26/21 Time: 01:14pm

SPACE ABOVE FOR RECORDER'S USE ONLY

Sewer Easement Agreement

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars ($75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars ($225.00).

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☐ **Exempt from fee per GC 27388.1 (a) (1); fee cap of $225.00 reached.**

☐ **Exempt from the fee per GC 27388.1 (a) (1); not related to real property.**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:
First American Title Insurance Company
National Commercial Services

WHEN RECORDED MAIL TO:
MPVCA Livermore LLC
c/o Meridian Property Company
777 S. California Avenue
Palo Alto, California 94304
Attn: General Counsel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 099-0100-052

SEWER EASEMENT AGREEMENT

This Sewer Easement (the "**Agreement**") is made and entered into this 21 day of April, 2021, by and between Livermore Hotel Corp., a California corporation ("**Grantor**") and MPVCA Livermore LLC, a California limited liability company ("**Grantee**").

RECITALS:

A. Grantor is the owner of that certain real property located in the City of Livermore, County of Alameda, State of California, more particularly described in **Exhibit A**, attached hereto which real property is hereinafter referred to as the "**Grantor's Property**."

B. Grantee is the owner of that certain real property located in the City of Livermore, County of Alameda, State of California, and more particularly described in **Exhibit B** attached hereto which real property is hereinafter referred to as the "**Grantee's Property**." The Grantee's Property is adjacent to the Grantor's Property.

C. Grantor' Property is presently encumbered by an easement for a public sanitary sewer easement ("**Existing Sewer Easement**"), which Existing Sewer Easement is shown and labeled as the "10' Public Sanitary Sewer Easement" on that certain Parcel Map 6462 filed in the Alameda County Recorder's Office on June 22, 1998 in Book 236 of Maps at Pages 1-2, inclusive, Recorder's Series No. 98210459.

D. Grantee desires the right to install, maintain, repair and replace a sewer line and related improvements (the "**Sewer Line**") in the portion of Grantor's Property as described in **Exhibit C** attached hereto and depicted in **Exhibit D** attached hereto as the "10' Wide Sanitary Sewer Easement" (the "**Easement Area**").

E. Grantor now desires to grant an easement for the benefit of the Grantee's Property in, under and upon portions of the Grantor's Property for the purpose of installing, maintaining, repairing and replacing the Sewer Line.

NOW, THEREFORE, it is hereby agreed as follows:

1. Incorporation of Recitals and Exhibits. The recitals in and all exhibits to this Agreement are incorporated into the text of the Agreement as though set forth in full.

2. Grant of Easement. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, subject to the terms and conditions contained herein, hereby grants to Grantee, and Grantee's successors, transferees and grantees: a non-exclusive easement (the "**Easement**") in, under and upon the Easement Area for the purpose of installation, use, maintenance, repair and replacement of the Sewer Line together with the right to enter upon the Grantor's Property to such extent as may be necessary for the purpose of installing, maintaining, repairing and replacing the Sewer Line (the "**Right of Way**"). Grantor acknowledges that Grantee will connect the Sewer Line to the existing sewer line located in the Existing Sewer Easement. The Easement and the Right of Way shall be non-exclusive and the Easement Area may be used in any manner by Grantor so long as (a) such use shall not materially and adversely interfere with the Easement for its intended purposes, and (b) no structures or physical improvements shall be constructed on the Easement Area except landscaping, pavement or other improvements which would not materially and adversely interfere with the use of the Easement or Sewer Line. Once installed, the Sewer Line shall be completely below the surface of the ground on Grantor's Property and shall not be visible in any portion of the Easement; provided, however, any clean outs or manhole covers may be flush with the surface.

3. Installation; Repair of Grantor's Property: In connection with the Easement, the Grantee shall have the initial, temporary right to fence off and excavate the Easement Area and the Right of Way in connection with the initial installation of the Sewer Line. Subject to Section 6, Grantee shall be responsible at its sole cost and expense to maintain, repair and replace any damage to the Grantor's Property and all improvements located thereon caused in connection with such entry, excavation and installation of the Sewer Line or any act, omission or other conduct of Grantee, its successors, assigns, employees, contractors, invitees or licensees in connection therewith.

4. Insurance: Grantee shall furnish Grantor with a copy of a certificate or certificates of insurance showing Grantor as an additional insured, and with insurance coverage consisting of the following for the purpose of installing the Project Storm Drain, the Sewer Line or related improvements:

(a) Worker's Compensation as required by the State of California.

(b) Comprehensive General Liability Insurance including Products/Completed Operations, Personal Injury and Blanket Contractual Liability, with at the least the following limits:

(i) Bodily Injury: $1,000,000 each occurrence; $2,000,000 aggregate, Products and Completed Operations; and

(ii) Property Damage Including Completed Operations (Broad Form): $1,000,000 each occurrence; $2,000,000 aggregate.

5. Dedication/Assignment: Grantee may elect to dedicate all or any portion of the Sewer Line and related improvements together with the Easement and Right of Way or to assign the obligation to maintain, repair and replace the Sewer Line to the City of Livermore, another public or quasi-public entity or a utility district. Any application made by Grantee to dedicate the Sewer Line, Easement and/or Right of Way shall include a request that the City of Livermore (or the entity or district accepting such dedication, as the case may be) shall vacate that portion of the Existing Sewer Easement described in **Exhibit E** attached hereto and depicted in **Exhibit F** attached hereto (the "**Vacation Area**"); provided, however, that the failure or denial of the City of Livermore (or the entity or district accepting such dedication, as the case may be) to vacate such portion of the Existing Sewer Easement in the Vacation Area shall not affect the Grantee's right to so dedicate or assign as set forth in this Section 5. The costs associated with such dedication and/or vacation shall be borne exclusively by Grantor.

If Grantee so elects to make the dedication described above, then Grantor shall execute any and all documents reasonably required to effectuate such dedication or assignment and shall cooperate in all respects with Grantee in order to effectuate the dedication or assignment. Upon an assignment or dedication, Grantee shall be freed and relieved of any and all liability and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Easement or Easement Area occurring after the consummation of such sale or transfer.

6. Payment of Taxes: The payment of all real property ad valorem taxes assessed against the Grantor's Property shall be the responsibility of Grantor.

7. Ownership/Authority.

(a) Grantor. Grantor represents and warrants that it is the sole owner of the Grantor's Property and no consent of any partner, shareholder, creditor, lender, investor, judicial or administrative body or other third party is required for Grantor to enter into this Agreement and to consummate the transactions contemplated hereby. Notwithstanding the previous sentence, in the event that, as of the date this Agreement is recorded in the real property records of Alameda County, Grantor's Property is encumbered by a loan, Grantor shall use its best efforts to obtain a subordination, non-disturbance and attornment agreement ("SNDA") in a form reasonably acceptable to Grantee from such lender and to cause the SNDA to be executed and

acknowledged by Grantor, Grantee and such lender and then recorded in the real property records of Alameda County.

(b) Grantee. Grantee represents and warrants that no consent of any partner, shareholder, creditor, investor, judicial or administrative body or other third party is required for Grantee to enter into this Agreement and to consummate the transactions contemplated hereby. The individuals executing this Agreement on behalf of Grantee have been duly authorized to bind Grantee to the terms and conditions hereof.

8. Character of Easement. The Easement, Right of Way and other rights granted or created hereunder shall be perpetual, appurtenant to the Grantee's Property as the dominant estate and shall burden the Grantor's Property, as the servient estate. In accordance with California Civil Code Section 1468, all rights, covenants and obligations of the owners of the Grantor's Property and of the Grantee's Property shall be concurrently running with the land and shall be binding upon and inure to the benefit of the successors and assigns of each of Grantor and Grantee.

9. Notices: All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional service) or sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses and shall be deemed received and effective upon the date of receipt thereof. Said addresses for notice may be changed at any time by either party upon prior written notice to the other party. Upon a sale or conveyance of the Grantee's or Grantor's Property or other transaction assigning or transferring rights or obligations under this Agreement the transferring party shall endeavor to give written notice to the other party of the name and address of the successor to which notices are to be sent; provided, however, that failure to give such notice shall not constitute a default under the terms hereof.

To Grantor: Livermore Hotel Corp.
1700 North Livermore Avenue
Livermore, California 94551
Attn: Prakash Babu, President

To Grantee: MPVCA Livermore LLC
c/o Meridian Property Company
2420 Camino Ramon, Ste. 215
San Ramon, CA 94583

10. Attorneys' Fees: Should any dispute arise over the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs.

11. Entire Agreement: This Agreement contains the entire understanding and agreement of the parties hereto relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and

modifications concerning this Agreement shall be of no force or effect. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

12. Binding on Successors. This Agreement shall inure to the benefit of Grantee and any assignee of Grantee, shall run with the land and shall be binding upon any successor owner of the Grantor Property or any portion thereof.

[signatures on next page]

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Grantee:

MPVCA LIVERMORE LLC, a California limited liability company

By: Meridian Property Company,
a California corporation
Its: Manager

By: _____
Name: MIKE CONN
Its: CDO

Date: 8/16/21

Grantor:

Livermore Hotel Corp.,
a California corporation

By: PRAKASH BABU
Name:
Its: PRESIDENT

Date: 4/21/21

ACKNOWLEDGMENT

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

State of California

County of Contra Costa)

On August 16, 2021 before me, S. Long, notary public
(insert name and title of the officer)

personally appeared Mike Conn

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

JAS1 S. LONG
COMM. # 2228703
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
My Commission Expires
JANUARY 13, 2022 JAS1

ACKNOWLEDGMENT

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

State of California

County of Santa Clara)

On 21st APRIL 2021 before me, Keith Martin Laurel notary public
(insert name and title of the officer)

personally appeared Prakash Babu

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

KEITH MARTIN LAUREL
Notary Public - California
Santa Clara County
Commission # 2278465
My Comm. Expires Feb 23, 2023

EXHIBIT "A"
GRANTOR'S PROPERTY

ALL OF PARCEL 3, AS DEPICTED ON PARCEL MAP 6462, FILED FOR RECORD JUNE 22, 1998, IN BOOK 236 OF MAPS, AST PAGE 1, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

CONTAINING 1.203 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

3-24-21
DATE

Z:\2019\A19568\DOCS\SURVEY\LEGAL DESCRIPTION\A19568-LD GRANTOR -EXHIBIT A.docx

"EXHIBIT B"

GRANTEE'S PROPERTY

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

PARCEL 1, PARCEL MAP 10720, FILED August 3, 2021 AS MAP BOOK 352, PAGE (S) 72-75, FILED FOR OFFICIAL RECORDS IN ALAMEDA COUNTY

CONTAINING 1.66127 ACRES, MORE OR LESS

EXHIBIT "C"
10' PRIVATE SANITARY SEWER EASEMENT

BEING A PORTION OF THE PARCEL ONE DESCRIBED IN THE GRANT DEED TO LIVERMORE HOTEL CORP., A CALIFORNIA CORPORATION, RECORDED MARCH 2, 2006, AS DOCUMENT NO 2006-078280, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 3 OF THAT CERTAIN PARCEL MAP NO. 6462, FILED FOR RECORD ON JUNE 22, 1998, IN BOOK 236 OF MAPS, AT PAGE 1, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 3 (236 OR 1), THENCE ALONG THE NORTHWESTERLY LINE THEREOF SOUTH 62° 33' 45" WEST, 47.27 FEET, TO THE **POINT OF BEGINNING;**

THENCE LEAVING SAID LINE, SOUTH 27° 26' 15" EAST, 49.47 FEET;

THENCE SOUTH 85° 55' 49" WEST, 9.37 FEET;

THENCE SOUTH 05° 04' 11" EAST, 3.52 FEET;

THENCE NORTH 27° 26' 15" WEST, 49.15 FEET, TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3 (236 OR 1);

THENCE ALONG SAID LINE, NORTH 62° 33' 45" EAST, 10.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 477 SQUARE FEET OR 0.0109 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT D, ATTACHED HERETO AND MADE A PART HEREOF.

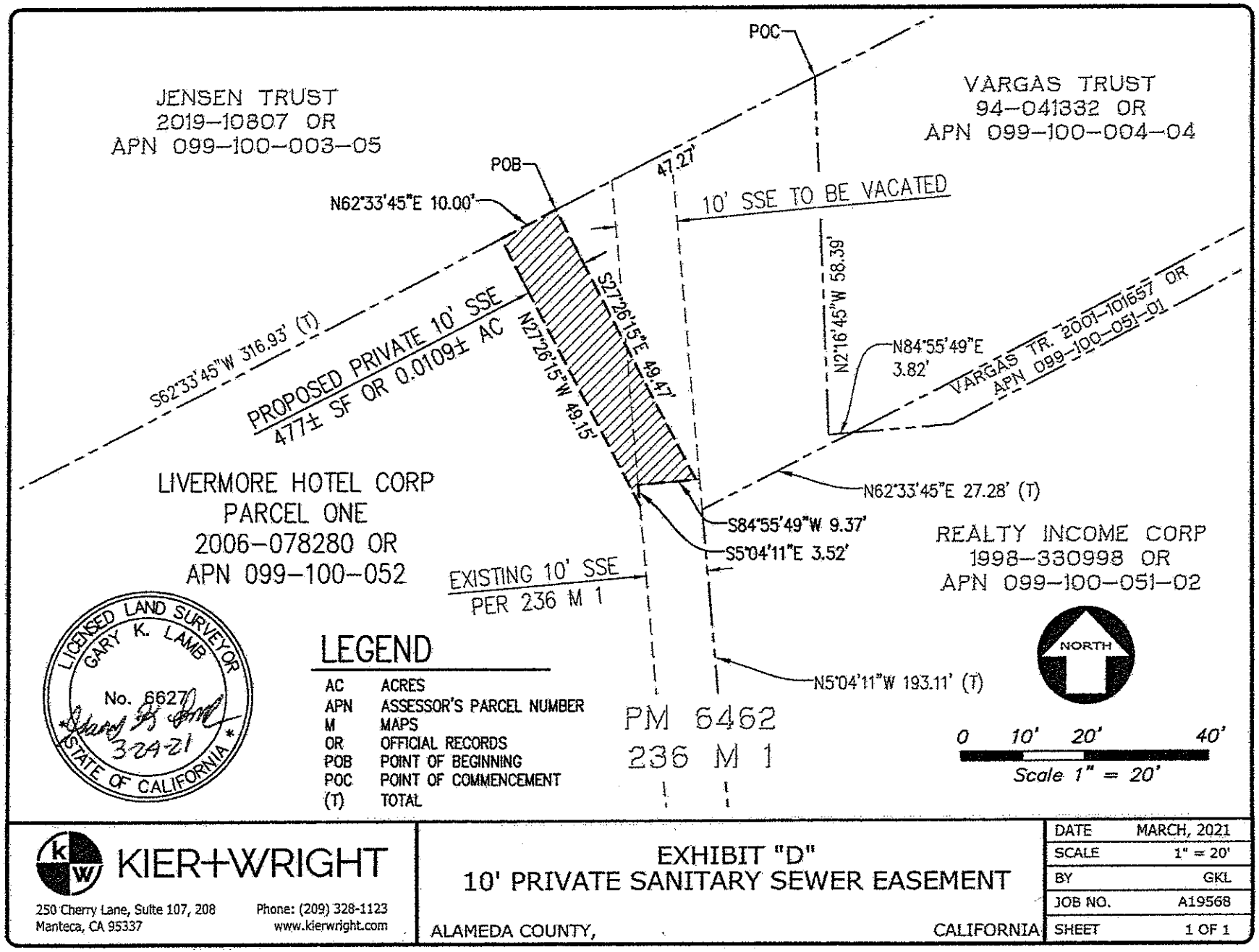
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

3-24-21
DATE

Z:\2019\A19568\DOCS\SURVEY\LEGAL DESCRIPTION\A19568-LD SSE -EXHIBIT C.docx



LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
3-24-21
STATE OF CALIFORNIA

LEGEND

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
M	MAPS
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(T)	TOTAL

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "D"
10' PRIVATE SANITARY SEWER EASEMENT

ALAMEDA COUNTY, CALIFORNIA

DATE	MARCH, 2021
SCALE	1" = 20'
BY	GKL
JOB NO.	A19568
SHEET	1 OF 1

Z:\2019\A19568\DWG\SURVEY\PLATS\A19568-PD SSE -EXHIBIT D.dwg 3-24-21 06:59:20 AM glamb

ATTACHMENT 2

EXHIBIT "E"
PORTION OF 10' SANITARY SEWER EASEMENT
TO BE VACATED

BEING A PORTION OF THE PARCEL ONE DESCRIBED IN THE GRANT DEED TO LIVERMORE HOTEL CORP., A CALIFORNIA CORPORATION, RECORDED MARCH 2, 2006, AS DOCUMENT NO 2006-078280, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 3 OF THAT CERTAIN PARCEL MAP NO. 6462, FILED FOR RECORD ON JUNE 22, 1998, IN BOOK 236 OF MAPS, AT PAGE 1, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 3 (236 M 1), THENCE ALONG THE NORTHWESTERLY LINE THEREOF SOUTH 62° 33' 45" WEST, 26.22 FEET, TO THE **POINT OF BEGINNING;**

THENCE LEAVING SAID LINE, SOUTH 05° 04' 11" EAST, 53.75 FEET;

THENCE SOUTH 84° 55' 49" WEST, 10.01 FEET;

THENCE NORTH 05° 04' 11 WEST, 49.64 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3 (236 M 1);

THENCE ALONG LAST SAID LINE, NORTH 62° 33' 45" EAST, 10.82 FEET TO THE **POINT OF BEGINNING.**

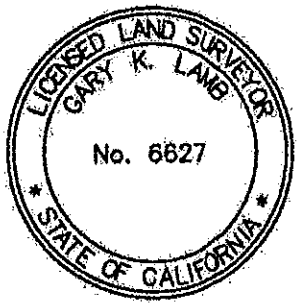
CONTAINING 517 SQUARE FEET OR 0.0119 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT F, ATTACHED HERETO AND MADE A PART HEREOF.

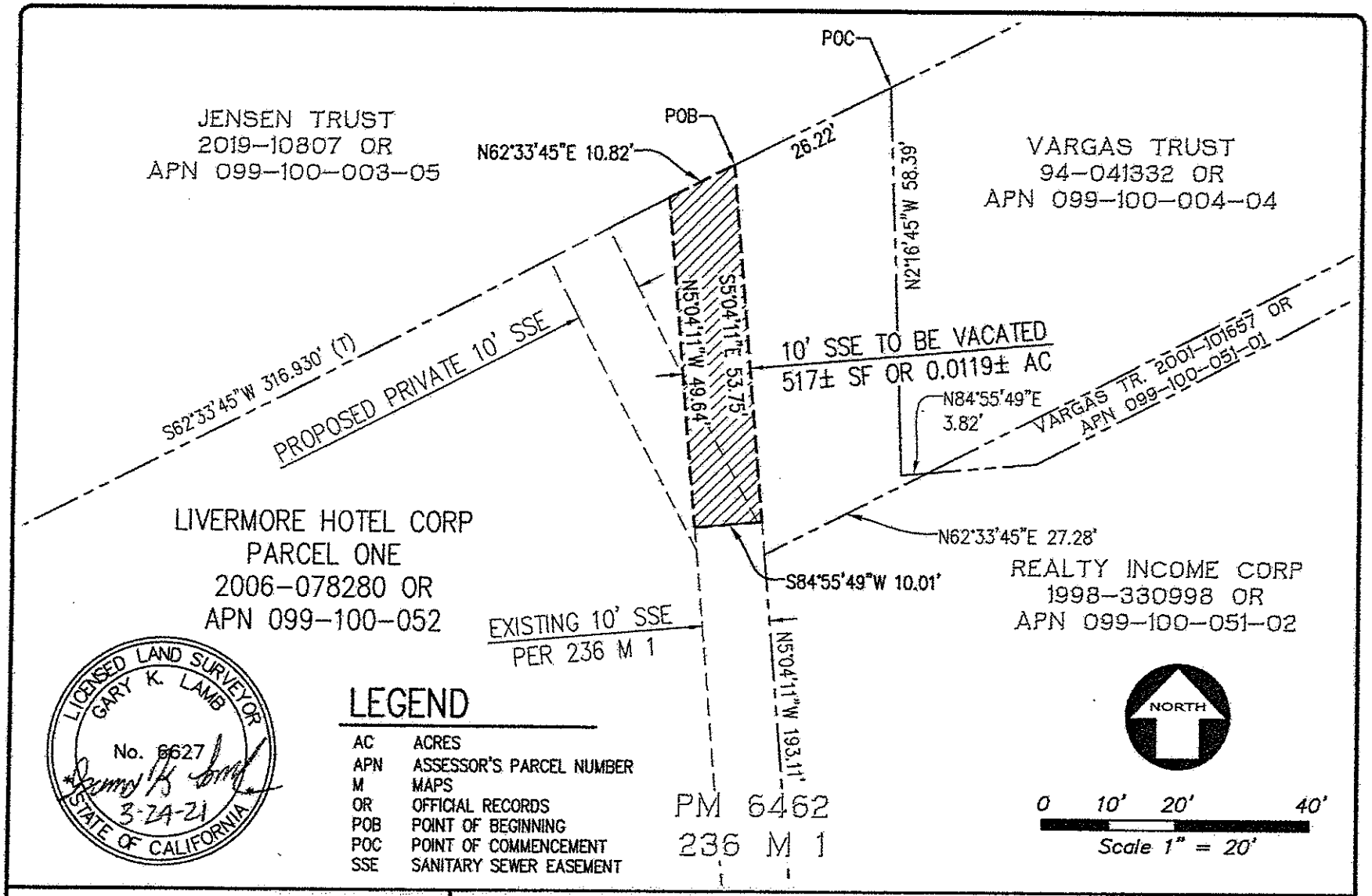
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

GARY K. LAMB, P.L.S. 6627

3-24-21
DATE



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LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
3-24-21
STATE OF CALIFORNIA

LEGEND

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
M	MAPS
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SSE	SANITARY SEWER EASEMENT

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.klerwright.com

EXHIBIT "F"
10' SANITARY SEWER EASEMENT TO BE VACATED

ALAMEDA COUNTY, CALIFORNIA

DATE	MARCH, 2021
SCALE	1" = 20'
BY	GKL
JOB NO.	A19568
SHEET	1 OF 1

Z:\2019\A19568\DWG\SURVEY\PLATS\A19568-PD SSE VACATION -EXHIBIT F.dwg 3-24-21 07:12:10 AM glamb

ATTACHMENT 2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

CITY CLERK
CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550

EXEMPT FROM FILING FEES
PURSUANT TO GOV.
CODE § 27383

Space Above This Line for Recorder's Use Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION SUMMARILY VACATING A PORTION OF SEWER EASEMENT AND AUTHORIZING EXECUTION OF QUIT CLAIM DEEDS

The public sewer easement slated for the future development on the Chick Fil-A property cannot be utilized for its intended purpose due to an existing transformer which blocks construction of any future sewer infrastructure. The developer has established a private sewer easement in lieu of the public sewer easement. This private easement renders the existing sewer easement redundant and is therefore no longer needed to serve the public. Vacating portions of the sewer easement will unencumber the properties owned by Livermore Hotel Corporation.

California Streets and Highways Code Section 8333(a) allows the legislative body of a local agency to summarily vacate a public service easement that has not been used for the purpose for which it was dedicated or acquired to for five consecutive years immediately preceding the proposed vacation.

Staff recommended and the Planning Commission made a General Plan consistency finding on October 4, 2022 (CD22-002), affirming that vacation of portions of the easement would be consistent with the General Plan Circulation Element.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that to the extent the quitclaim of the easement to be vacated constitutes a project pursuant to the California Environmental Quality Act ("CEQA"), this action is exempt from CEQA pursuant to 14 California Code of Regulations, section 15061 because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and the area to be vacated is being substituted for in a manner that adequately maintains the function of the easement and consistency with City Standards.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The City Council vacates a portion of the Sewer Easement, as shown and described in Exhibit A, attached hereto, and as described below as the "10' Sanitary Sewer Easement to be Quitclaimed."

A portion of the Sewer Easement is no longer needed at its current location because the developer has obtained a private sewer easement in lieu of the public easement which has been rendered unusable by the installation of a transformer. (Streets and Highways Code section 8333(a)).

2. The City Clerk is directed to file a certified copy of this resolution of vacation with associated legal description with the Alameda County Recorder's Office.

3. From and after the date this resolution is recorded, the identified portion of the Sewer Easement is vacated and no longer constitutes a Sewer Easement.

4. The City Manager is authorized to execute, on behalf of the City of Livermore, the Quitclaim Deed, attached hereto as Exhibit B, all remaining Sewer Easement rights reserved with the Sewer Easement.

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Sewer Easement Plat & Legal Description
Exhibit B – Quitclaim Deed, Livermore Hotel Corporation

EXHIBIT "A"
PORTION OF 10' SANITARY SEWER EASEMENT
TO BE QUITCLAIMED

BEING A PORTION OF THE PARCEL ONE DESCRIBED IN THE GRANT DEED TO LIVERMORE HOTEL CORP., A CALIFORNIA CORPORATION, RECORDED MARCH 2, 2006, AS DOCUMENT NO 2006-078280, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 3 OF THAT CERTAIN PARCEL MAP NO. 6462, FILED FOR RECORD ON JUNE 22, 1998, IN BOOK 236 OF MAPS, AT PAGE 1, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 3 (236 M 1), THENCE ALONG THE NORTHWESTERLY LINE THEREOF SOUTH 62° 33' 45" WEST, 26.22 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID LINE, SOUTH 05° 04' 11" EAST, 53.75 FEET;

THENCE SOUTH 84° 55' 49" WEST, 10.01 FEET;

THENCE NORTH 05° 04' 11 WEST, 49.64 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3 (236 M 1);

THENCE ALONG LAST SAID LINE, NORTH 62° 33' 45" EAST, 10.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 517 SQUARE FEET OR 0.0119 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT F, ATTACHED HERETO AND MADE A PART HEREOF.

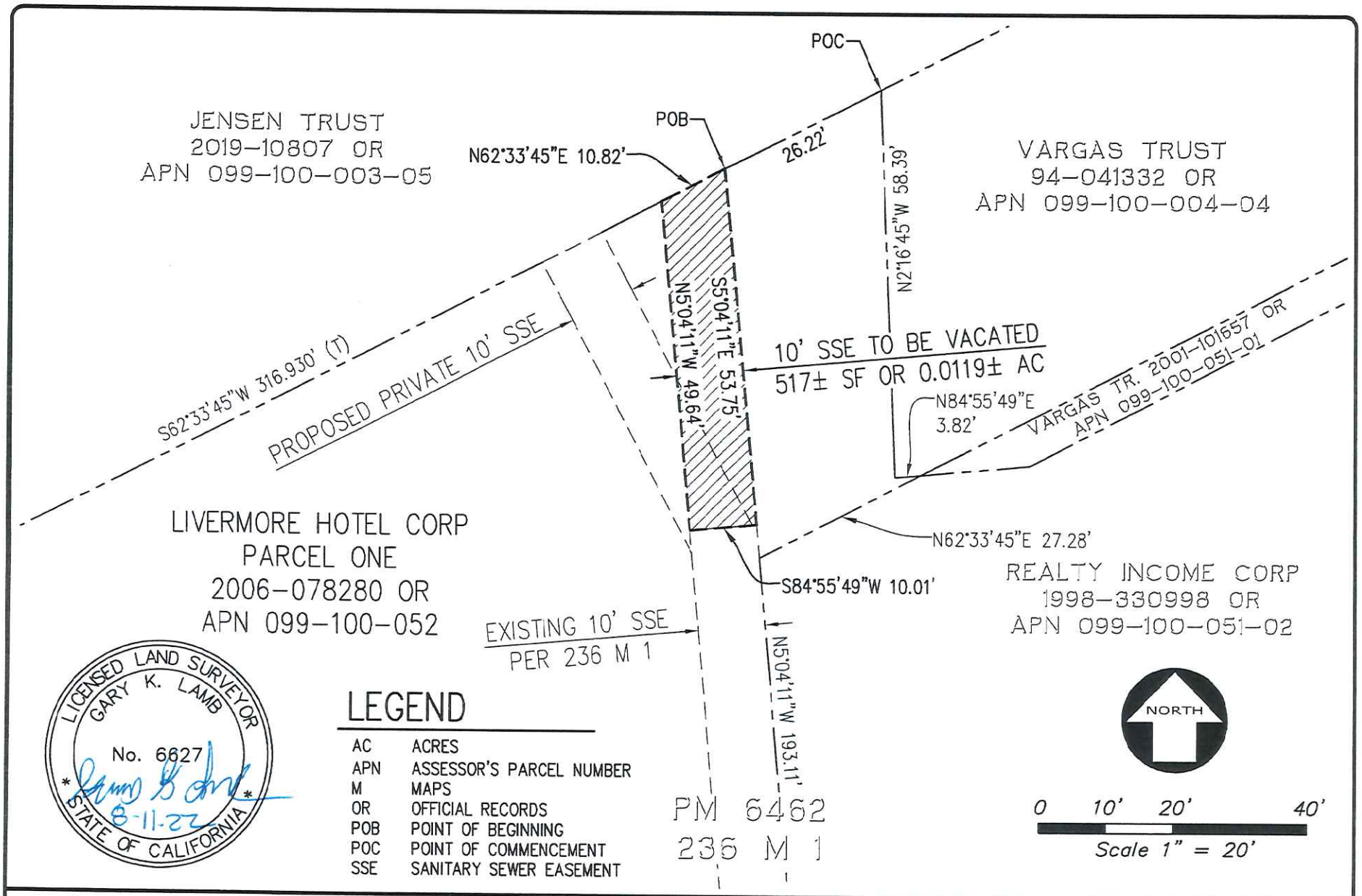
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

08-11-22
DATE

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LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
8-11-22
STATE OF CALIFORNIA

LEGEND

AC	ACRES
APN	ASSESSOR'S PARCEL NUMBER
M	MAPS
OR	OFFICIAL RECORDS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SSE	SANITARY SEWER EASEMENT

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
10' SANITARY SEWER EASEMENT
TO BE QUITCLAIMED

ALAMEDA COUNTY, CALIFORNIA

DATE	AUGUST, 2022
SCALE	1" = 20'
BY	GKL
JOB NO.	A19568
SHEET	1 OF 1

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00
DOCUMENTARY TRANSFER TAX $ Release of easement
SURVEY MONUMENT FEE $0.00
R&T Code 11911 Value or consideration is less than $100
Computed on the consideration or value or property conveyed; OR computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN's
099-0100-052 (portion)

Exempt from filing fees per Government Code Section §§ 27383 & 6103

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF LIVERMORE, a Municipal Corporation, "Grantor,"

hereby remises, releases and quitclaims to Livermore Hotel Corporation, a California Limited Liability Company, ("Grantee") all right, title, and interest in and to those certain portions of a non-exclusive storm drain easement located in the City of Livermore (City), County of Alameda, State of California on the real property held by Livermore Hotel Corporation and more particularly identified in Exhibit A (Legal Description). The location of the Quitclaimed Easement and the configuration of the Servient Tenement are shown on Exhibit C. This Quitclaim Deed is executed, delivered and accepted for the purpose of terminating the Quitclaimed Easement.

By recording this Quitclaim Deed, Grantee agrees to release and indemnify the Grantor from any and all liability associated with or arising out of the past, current, or future use of the Quitclaimed Easement, except to the extent caused by the sole negligence or willful misconduct of the City, its agents, or its employees.

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:

City of Livermore, a municipal corporation

_____ Date:_____

Signature:
By: Marianna Marysheva
Its: City Manager

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

State of ___)
County of _)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
PORTION OF 10' SANITARY SEWER EASEMENT
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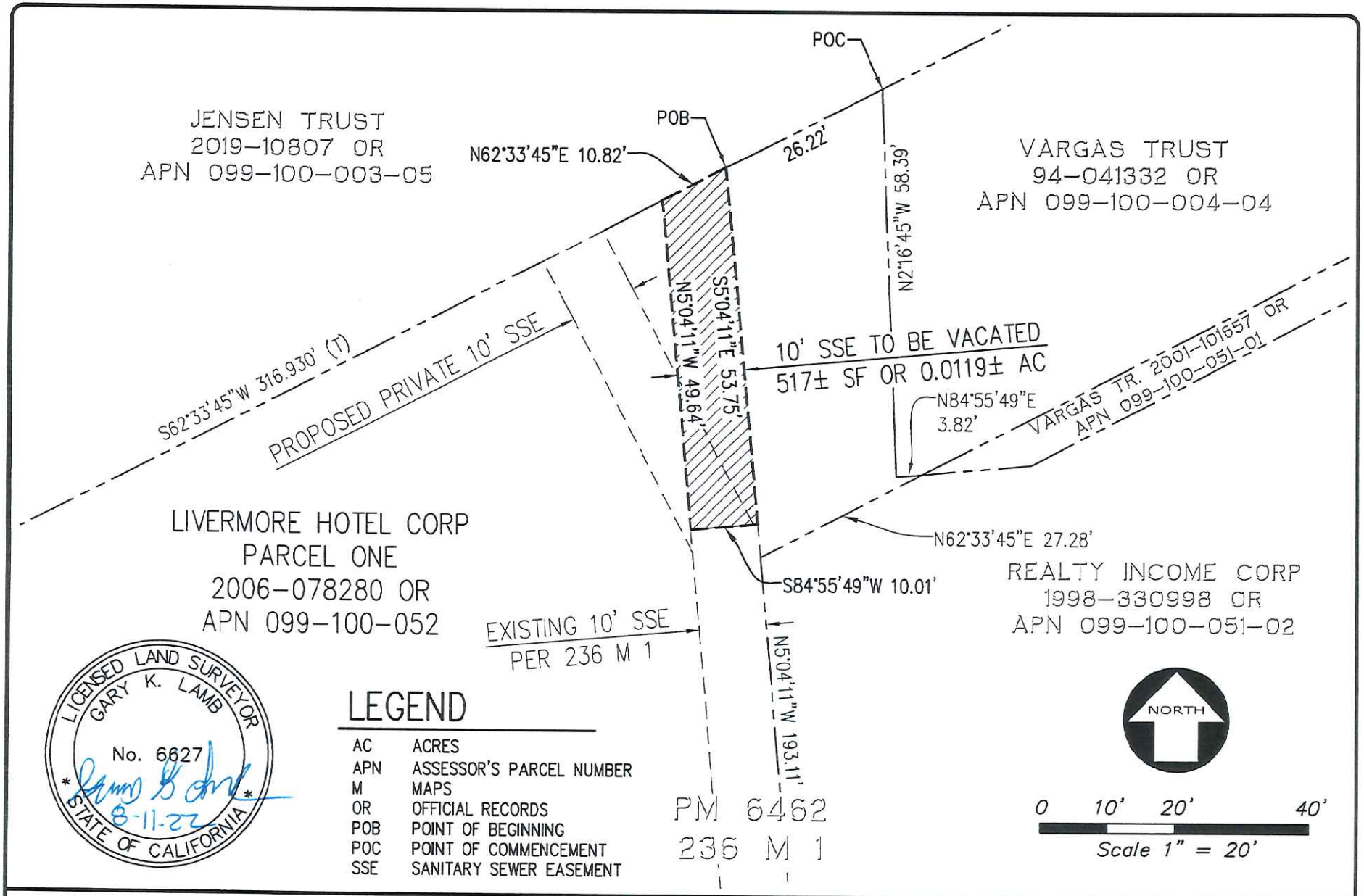
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



GARY K. LAMB, P.L.S. 6627

08-11-22
DATE

Z:\2019\A19568\DOCS\SURVEY\LEGAL DESCRIPTION\A19568-LD SSE QUITCLAIM -EXHIBIT A.docx



LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
8-11-22
STATE OF CALIFORNIA

LEGEND

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10' SANITARY SEWER EASEMENT
TO BE QUITCLAIMED

ALAMEDA COUNTY, CALIFORNIA

DATE	AUGUST, 2022
SCALE	1" = 20'
BY	GKL
JOB NO.	A19568
SHEET	1 OF 1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING PARCEL MAP 10720 PUBLIC IMPROVEMENTS FOR PERMANENT MAINTENANCE AND RELEASE OF SECURITY

(MPVCA Livermore LLC ("Meridian") Chick Fil-A Parcel Map 10720)

On July 12, 2021, the City Council approved Parcel Map 10720 and executed a Subdivision Improvement Agreement recorded under series no. 2021329757, dated October 01, 2021, Official Records of Alameda County, California ("Agreement").

MPVCA Livermore LLC ("Meridian") has fulfilled all obligations as described in the Conditions of Approval, the Subdivision Improvement Agreement for Parcel Map 10720 to the satisfaction of the City Engineer. The City Engineer of the City of Livermore has filed with the City Clerk his report in writing that all work on Parcel Map 10720 has been completed to City standards.

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

1. The City Council hereby accepts all public improvements required to have been constructed pursuant to the Subdivision Improvement Agreement for Parcel Map 10720, recorded under series no. 2021329757, dated October 01, 2021, Official Records of Alameda County, California, for Parcel Map 10720 approved by the City Council on July 12, 2021.

2. The faithful performance bond guaranteeing the Subdivision Improvement Agreement is hereby released.

3. The labor and materials bond guaranteeing the Subdivision Improvement Agreement shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given.

4. The security for the guarantee and warranty of the work under the Subdivision Improvement Agreement shall remain in effect for one year from the date of this resolution. The contractor/developer is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period.

5. Pursuant to Government Code sections 7050 and 66477.2, the City of Livermore hereby rescinds its earlier action taken on July 12, 2021, and accepts the offer of dedication of the Public Utility Easement and Public Trail Easement, rejecting at this time Parcel 2 (a creek corridor) and Parcel 3 (an open space) on Final Parcel Map 10720 (reserving the right to accept the offers at a future date subject to Government Code sections 66477.2 and 7050).

The City Clerk is directed to record this resolution in the office of the Alameda County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT — ITEM NO. 5.12

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution approving the update to the City of Livermore Standard Details, which are used to construct improvements to the City's infrastructure, dated May 23, 2023, and delegating discretionary authority to the City Engineer to approve future revisions to the City Standard Details and Specifications, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving the update to the City of Livermore Standard Details dated May 23, 2023;
2. Delegating discretionary authority to the City Engineer to approve future revisions to the City's Standard Details and Specifications, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600, preserving the City's design immunities.
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

The City of Livermore's Standard Details are used by engineers, developers, contractors, and the general public to construct improvements to the City's infrastructure. The proposed modifications to the City Standard Details reflect recommendations from various City staff and incorporate the latest updates in Public Works standards. These revisions will help ensure the highest quality in public and private improvements throughout the City. In order to preserve the affirmative defense of design immunity, the City Council should also delegate discretionary authority to the City Engineer to approve future revisions to the City Standard Details and Specifications, in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600.

DISCUSSION

A committee consisting of staff from the Community Development and Public Works Departments was recently formed to update the City's Standard Details, previously adopted on May 9, 2005. The committee solicited input from various divisions, incorporated recent changes in construction practice

and specification formatting, and compiled the results as shown in the Exhibit A to the 2023 City Standard Details (only updated details have been included). A copy of the updated and complete Standard Details are on file in the office of the City Engineer.

These revisions to the standard details will assist engineers, developers, contractors, and the general public in better understanding the city's requirements for public works construction thereby improving the quality of public works construction through clear and concise standards.

Updates include:

- Eliminating the telephone communication modems for the centralized irrigation controllers and using only cell communication and satellite assembly-controlled irrigation controllers for the centralized irrigation systems.
- Improvements to the crosswalk/stop bar legend, speed lumps, speed table crosswalk and bike lane striping details.
- Pavement overlay wedge grinding extended in front of new curb ramp and curb and gutter reconstruction.
- New street name sign for the downtown core.
- Revised utility frame and cover adjustment for arterials and collectors.
- Adding new details for storm water drop inlet prefabricated inlet top type III 12” to 36” dia. pipes.
- Adding a new detail for the pressure reducing valve vault hatch.
- Remove meter transceiver unit and use radio touch read sensor for water service connection.

FISCAL AND ADMINISTRATIVE IMPACTS

Staff does not anticipate any fiscal and administrative impacts.

COMMUNITY PILLAR

5: A City that Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Updated City of Livermore Standard Details 2023

Prepared by: Farnoush Levers
Senior Civil 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 THE UPDATE TO THE CITY OF LIVERMORE STANDARD DETAILS DATED MAY 23, 2023, DELEGATING DISCRETIONARY AUTHORITY TO THE CITY ENGINEER TO APPROVE FUTURE REVISIONS TO THE CITY STANDARD DETAILS AND SPECIFICATIONS, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 830.6 AND LIVERMORE MUNICIPAL CODE SECTION 2.68.600 AND PRESERVING THE CITY OF LIVERMORE'S DESIGN IMMUNITIES

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

1. Approves the May 23, 2023, update to the City of Livermore Standard Details, attached hereto as Exhibit A (only updated details have been included), and incorporated by this reference. A copy of the updated and complete Standard Details are on file in the office of the City Engineer.

2. Authorizes the City Engineer to approve future revisions to the City of Livermore's Standard Details and Specifications in accordance with Government Code section 830.6 and with the Livermore Municipal Code section 2.68.600, preserving the City's design immunities.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, 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 – Updated City of Livermore Standard Details

CITY OF

LIVERMORE

CALIFORNIA

STANDARD DETAILS

Published May 23, 2023

CITY OF LIVERMORE

STANDARD DETAILS

TABLE OF CONTENTS

Updated Details highlighted in yellow

DETAIL NO.	TITLE
GENERAL - G	
G-1	TRENCH SECTION; SOIL BORING AND SMALL EXCAVATION IN THE STREET SECTION
G-2	REQUIRED SEPARATION BETWEEN WATER, SEWER, AND RECLAIMED WATER PIPELINES
G-3	STANDARD SYMBOLS
G-4	SCHEDULE OF ACCEPTABLE PIPE MATERIALS
G-5	CONCRETE CLASS USE TABLE
G-6	ABBREVIATIONS
LANDSCAPE AND IRRIGATION - L	
L-1	MEDIAN PAVING
L-2	MEDIAN PLANTING
L-3	STREET TREE PLANTING
L-4	SHRUB PLANTING
L-5	GROUNDCOVER SPACING
L-6	ROTOR OR SPRAY HEAD
L-7	TREE BUBBLER
L-8	DRIP EMITTER
L-9	REMOTE CONTROL VALVE; MASTER CONTROL VALVE
L-10	BALL VALVE
L-11	QUICK COUPLING VALVE
L-12	CONTROLLER; FLOW SENSOR; HIGH-GAIN ANTENNA
L-13	IRRIGATION MAIN THRUST BLOCK
L-14	IRRIGATION TRENCHING
L-15	CONCRETE DIVIDER
L-16	LANDSCAPE EDGING
L-17	ILLUSTRATIVE BACKING LOT TREATMENT, TREE & SHRUB PRUNING GUIDELINES
L-18	TREE PLANTING GUIDE
L-19	SHRUB PLANTING GUIDE
L-20	TREE GROUNDCOVER PLANTING GUIDE
L-21	BIO-RETENTION SWALES AND PLANTERS
L-22	GENERAL LANDSCAPE DESIGN GUIDELINES

SANITARY SEWER AND STORM DRAIN - S

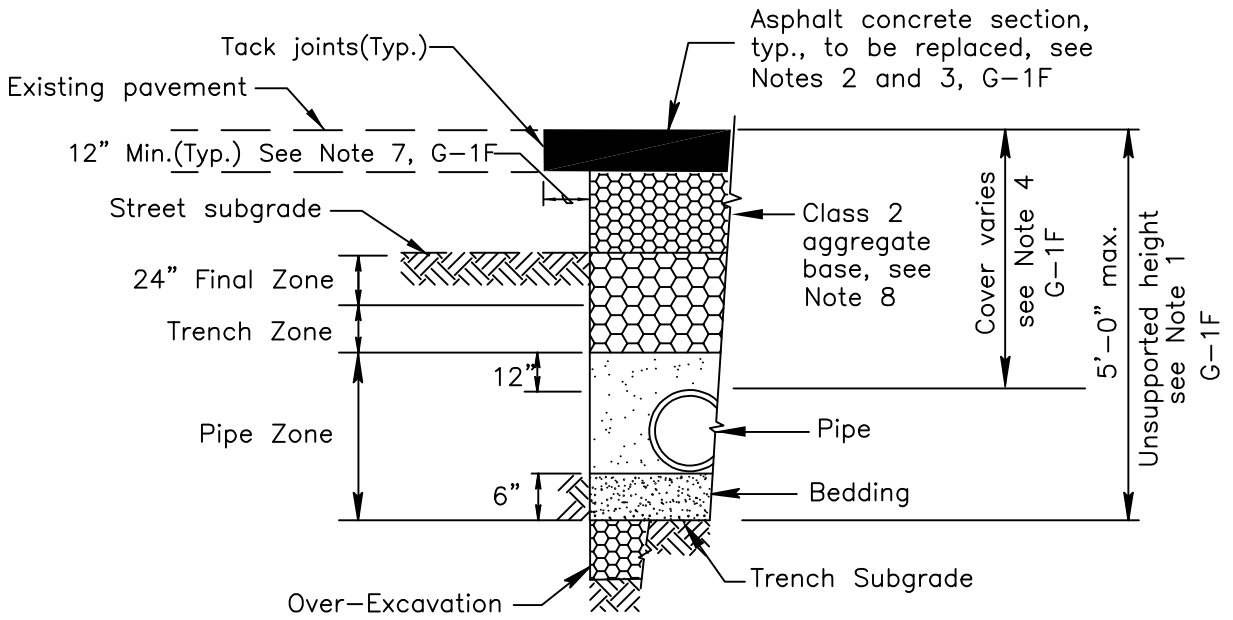
S-1A	MAINTENANCE HOLE FRAME AND COVER ADJUSTMENT
S-1B	UTILITY FRAME AND COVER ADJUSTMENT
S-2	TYPE I MAINTENANCE HOLE, 8" TO 33" DIAMETER PIPES
S-3	TYPE II MAINTENANCE HOLE, 36" TO 60" DIAMETER PIPES
S-4	UNIMPROVED AREA UTILITY CONSTRUCTION
S-5	SANITARY SEWER LATERAL
S-6	SANITARY SEWER CROSSING REPLACEMENT
S-7	STORM WATER CURB INLET, TYPE I, 12" TO 30" DIAMETER PIPES
S-8	STORM WATER CURB INLET, TYPE II, 33" TO 60" DIAMETER PIPES
S-9	STORM WATER FIELD DROP INLET, UNIMPROVED/LANDSCAPE AREAS; AND FUTURE STREET AREA
S-10	STORM DRAIN LATERAL CONNECTION TO EXISTING REINFORCED CONCRETE PIPE STORM DRAIN MAIN
S-11	SEWAGE SAMPLING STATION
S-12	STORM WATER DROP INLET

STREETS - ST

ST-1	CUL-DE-SAC, CURB RETURNS, AND ELBOWS; HAMMERHEADS AND TEMPORARY TURNAROUND
ST-2	STREET WIDTHS; PARTIAL STREET SECTION
ST-3	MONOLITHIC SIDEWALK (RESIDENTIAL/INDUSTRIAL)
ST-4	SEPARATED SIDEWALK AND DRIVEWAY (RESIDENTIAL)
ST-5	SIDEWALK (COMMERCIAL/INDUSTRIAL)
ST-6	DRIVEWAY (STREET-LEVEL)
ST-7	DRIVEWAY (RESIDENTIAL)
ST-8	DRIVEWAY (COMMERCIAL/INDUSTRIAL)
ST-9	CURB & GUTTER, MEDIAN CURB
ST-10	TEXTURED CONCRETE PAVING
ST-11	STREET SECTION
ST-12	UTILITY LOCATIONS
ST-13	MONUMENT
ST-14	STANDARD STREET LIGHT; DECORATIVE STREET LIGHT
ST-15	BUS TURNOUT
ST-16	VALLEY GUTTER
ST-17	ROADSIDE SIGN/POST INSTALLATION
ST-18	STREET NAME SIGN AND W14-2a SPECIAL SIGN
ST-19	NUMBER NOT USED
ST-20	PRIVATE PROPERTY/CITY OFF-STREET SIGNS
ST-21	BARRICADES
ST-22	MEDIAN CONSTRUCTION
ST-23	REMOVABLE BOLLARD
ST-24	MAIL BOX INSTALLATION
ST-25	PAVEMENT WIDENING, CONNECTIONS; OVERLAY
ST-26	CROSSWALK/STOP BAR INSTALLATION
ST-27	BIKE LANES
ST-28	SIDEWALK DRAIN (RESTORATION OF EXISTING FACILITIES)
ST-29	CHAIN LINK FENCE
ST-30	PEDESTRIAN WALKWAY
ST-31	SIDEWALK REPAIR
ST-32	SIDEWALK GRINDING REPAIR
ST-33	SIDEWALK REPAIR CRITERION
ST-34	SPEED LUMPS
ST-35	SPEED TABLE CROSSWALK

WATER - W

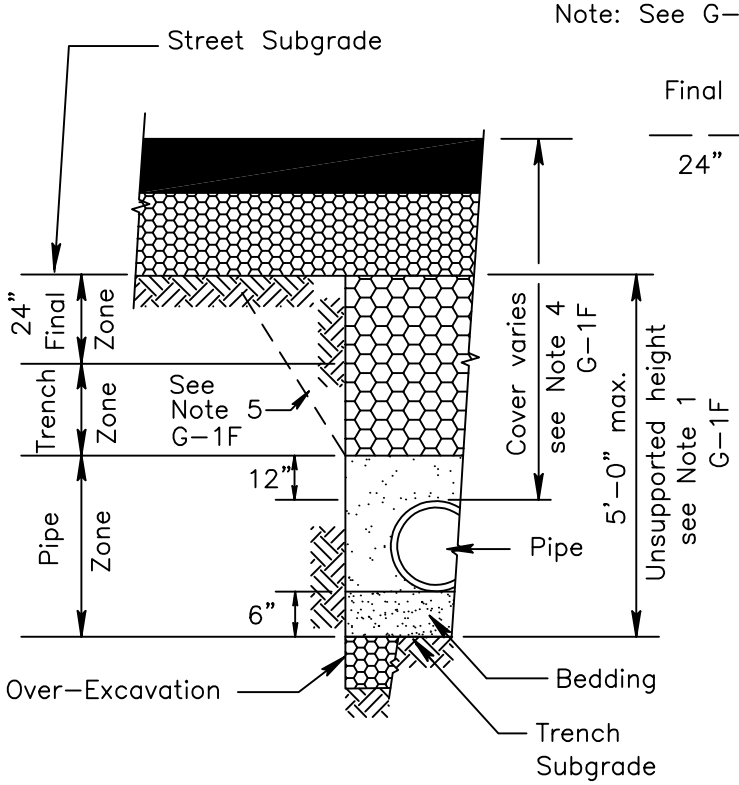
W-1	FIRE HYDRANT AND LATERAL; FIRE HYDRANT MARKER
W-2	WATER SERVICE CONNECTION, 1", 1-1/2", AND 2"
W-3	THRUST/ANCHOR BLOCK
W-4	AIR RELEASE/BLOW-OFF
W-5	DEAD END BLOW-OFF; IN-LINE BLOW-OFF; LOW POINT BLOW-OFF (FOR PIPES LARGER THAN 12")
W-6	AIR RELEASE VALVE
W-7	WATER MAIN TEMPORARY JUMPER CONNECTIONS
W-8	TAPPING SLEEVE AND VALVE, 4" SERVICE AND LARGER (ACP, PVC & DIP)
W-9	TAPPING OUTLET AND VALVE, 4" SERVICE AND LARGER (MLCSP)
W-10	INDUSTRIAL/COMMERCIAL FIRE SERVICE, CLASS 1 AND 2, 2" AND LARGER;
	INDUSTRIAL/COMMERCIAL FIRE SERVICE, CLASS 3, 4, 5, AND 6
	INDUSTRIAL/COMMERICAL FIRE SERVICE, NOTES
	RESIDENTIAL/MULTI-FAMILY FIRE SERVICE, 1 ½” SERVICE – 6” SERVICE
	MULTI-FAMILY BUILDING CAMPUS WITH FIRE SERVICE OPTION 1
	MULTI-FAMILY BUILDING FIRE SERVICE OPTION 2A
	MULTI-FAMILY BUILDING FIRE SERVICE OPTION 2B
	MULTI-FAMILY BUILDING FIRE SERVICE OPTION 3
	RESIDENTIAL/MULTI-FAMILY FIRE SERVICE OPTION 4
	RESIDENTIAL/MULTI-FAMILY FIRE SERVICE NOTES
W-11	TURBINE METER, 3" AND LARGER
W-12	FIRE HYDRANT GUARD POST
W-13	INSULATING FLANGE
W-14	WATER LINE OFFSET
W-15	BURIED VALVE
W-16	COMMERCIAL/INDUSTRIAL JOINT DOMESTIC/FIRE SERVICE
	RESIDENTIAL/MULTI-FAMILY JOINT DOMESTIC/FIRE SERVICE
W-17	MANIFOLD WATER METER INSTALLATION
W-18	PRESSURE REDUCING STATION
W-19	(NUMBER NOT USED, FUTURE ANODE DETAIL)
W-20	(NUMBER NOT USED, FUTURE ELECTROLYSIS TESTING STATION DETAIL)
W-21	(NUMBER NOT USED, FUTURE CADWELD DETAIL)
W-22	REDUCED PRESSURE BACKFLOW PREVENTER
W-23	BONDING JUMPER
W-24	WATER TANK HOOK-UP
W-25	WATER QUALITY SAMPLING STATION
W-26	WATER LINE ANGLE MARKER
W-27	STEEL CASINGS FOR MAINS



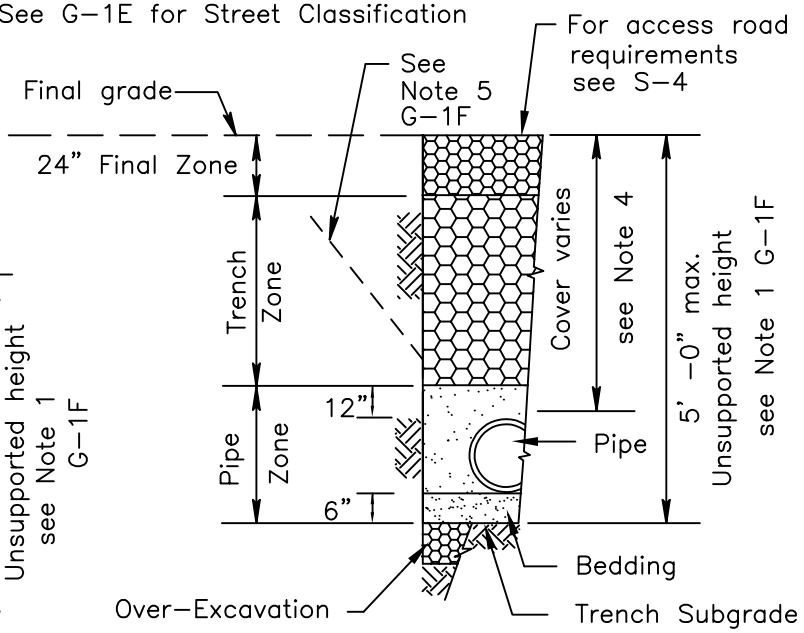
EXISTING STREET

(NON-ARTERIAL OR COLLECTOR)

Note: See G-1E for Street Classification



NEW STREET



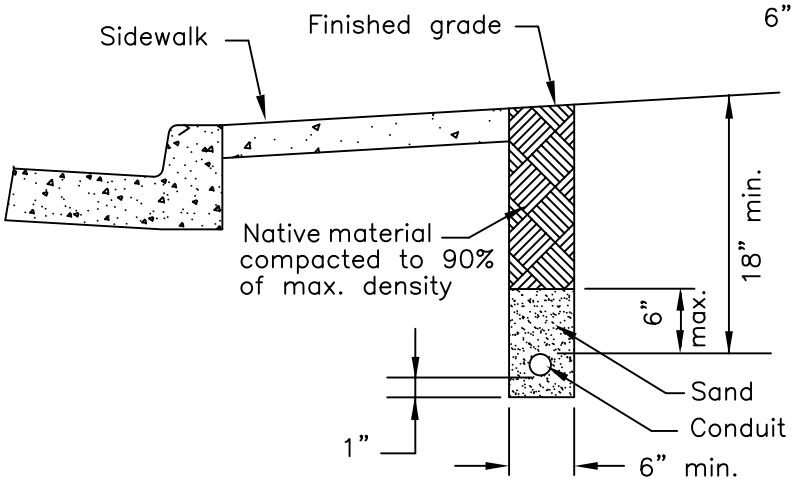
UNIMPROVED AREAS

User note:

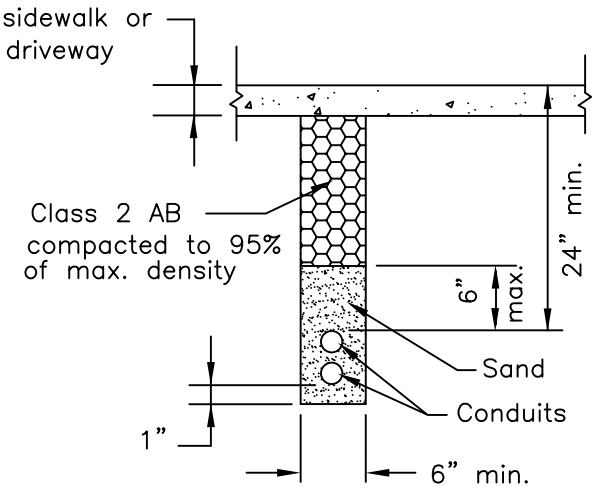
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			TRENCH SECTION	CITY OF LIVERMORE STANDARD DETAIL
				Dwn: KY/HI; Date: April-23; No. G-1A
				Ckd: Spec. Committee; Scale: None
				City Engineer
Date:	By:	Rev:		

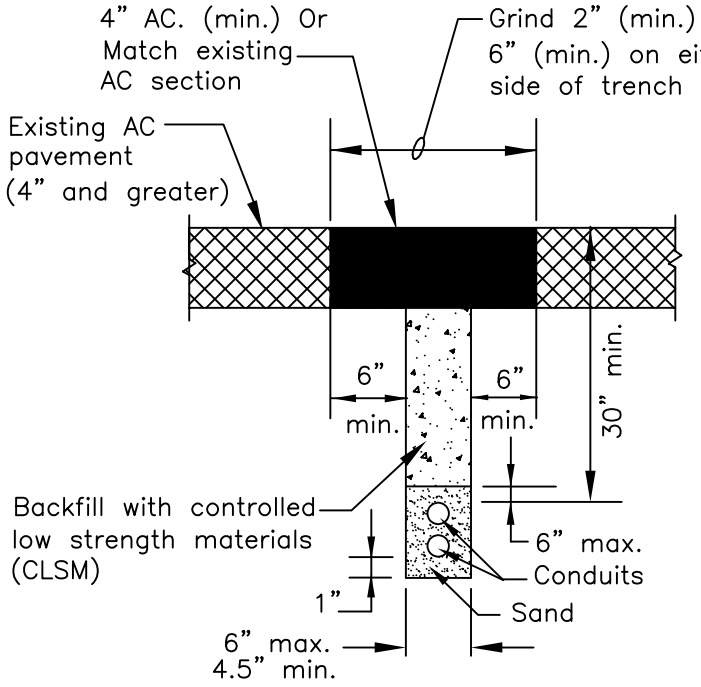
211 A.DWG



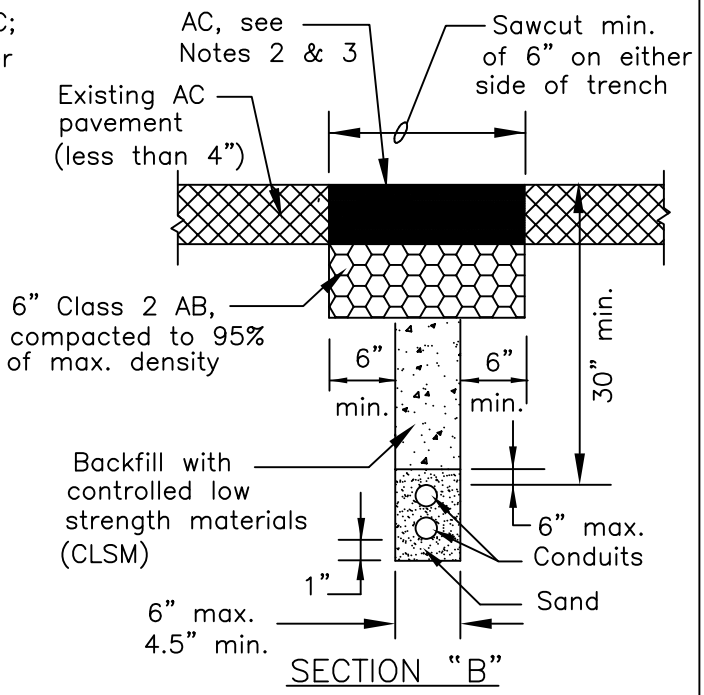
STREET LIGHT CONDUIT TRENCH SECTION (WHEN NOT IN JOINT TRENCH)



TRAFFIC SIGNAL CONDUIT TRENCH SECTION UNDER SIDEWALKS/DRIVEWAYS



SECTION "A"
FOR EXISTING ASPHALT CONCRETE SECTIONS 4" AND GREATER



SECTION "B"
FOR EXISTING ASPHALT CONCRETE SECTIONS LESS THAN 4"

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

TELECOMMUNICATIONS CONDUIT TRENCH SECTIONS

(ELECTRICAL, TRAFFIC SIGNAL CONDUITS, STREET LIGHT CONDUIT CROSSINGS, TELEPHONE, CABLE TV / COMMUNICATION CONDUITS)

Date	By	Rev.

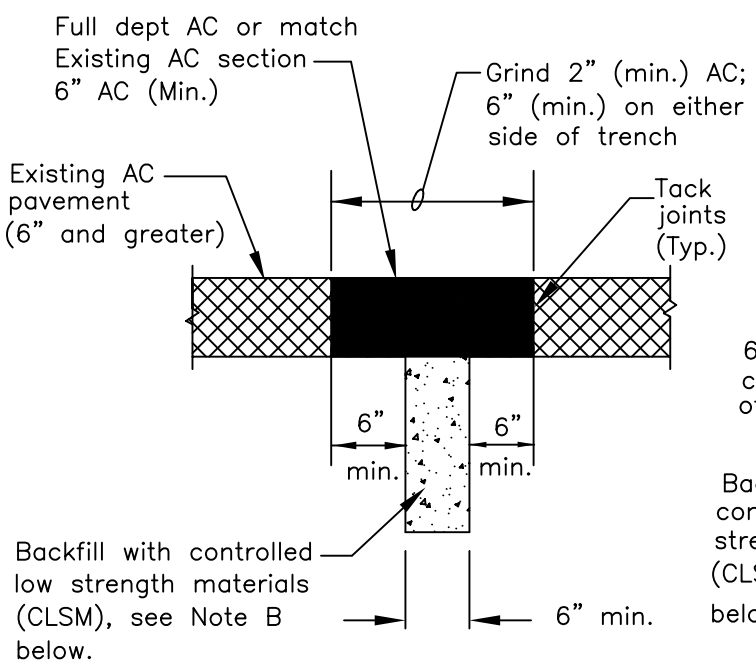
TRENCH SECTION

CITY OF LIVERMORE
STANDARD DETAIL

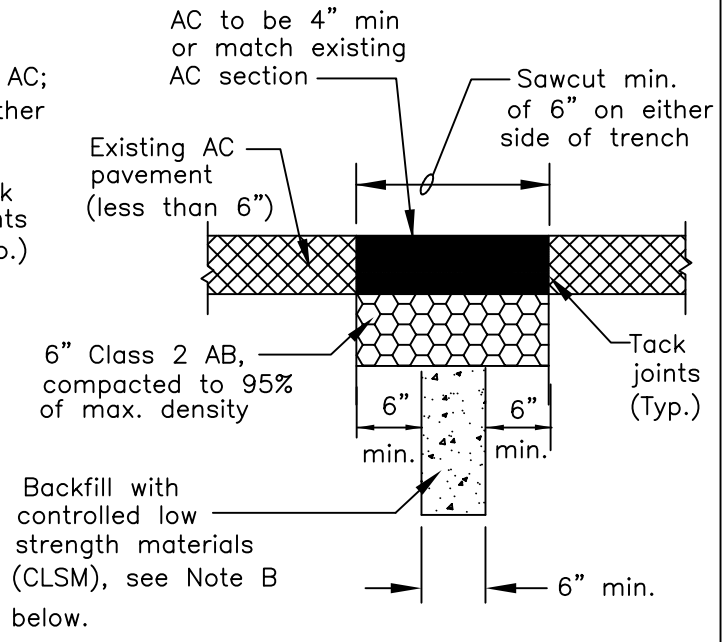
Dwn: KY/HI	Date: Feb-23	No.
Ckd: Spec. Committee	Scale: None	G-1B

City Engineer

G01B.DWG



SECTION "A"
FOR EXISTING ASPHALT CONCRETE
SECTIONS 6" AND GREATER



SECTION "B"
FOR EXISTING ASPHALT CONCRETE
SECTIONS LESS THAN 6"

NOTES

A. PRIOR TO TRENCHING, CONTACT USA 1–800–227–2600

B. CONTROLLED LOW STRENGTH MATERIALS (CLSM) SHALL BE A FLOWABLE, HAND–EXCAVATABLE MIXTURE OF CEMENT, POZZOLAN, COARSE AND FINE AGGREGATE, ADMIXTURES AND WATER WHICH HAS BEEN MIXED IN ACCORDANCE WITH ASTM C 94. ALL PROPERTIES, COMPOSITIONS AND INSTALLATION REQUIREMENTS SHALL BE PER SPECIFICATION SECTION 312323. (CLSM) SHALL NOT COME IN CONTACT WITH UTILITIES. MAINTAIN A CLEARANCE OF 6" MINIMUM BETWEEN CLSM AND UTILITIES FOR BACKFILL.

C. ANY EXCAVATIONS LARGER THAN 3'x3' SHALL COMPLY WITH CITY STD DETAIL G–1B.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

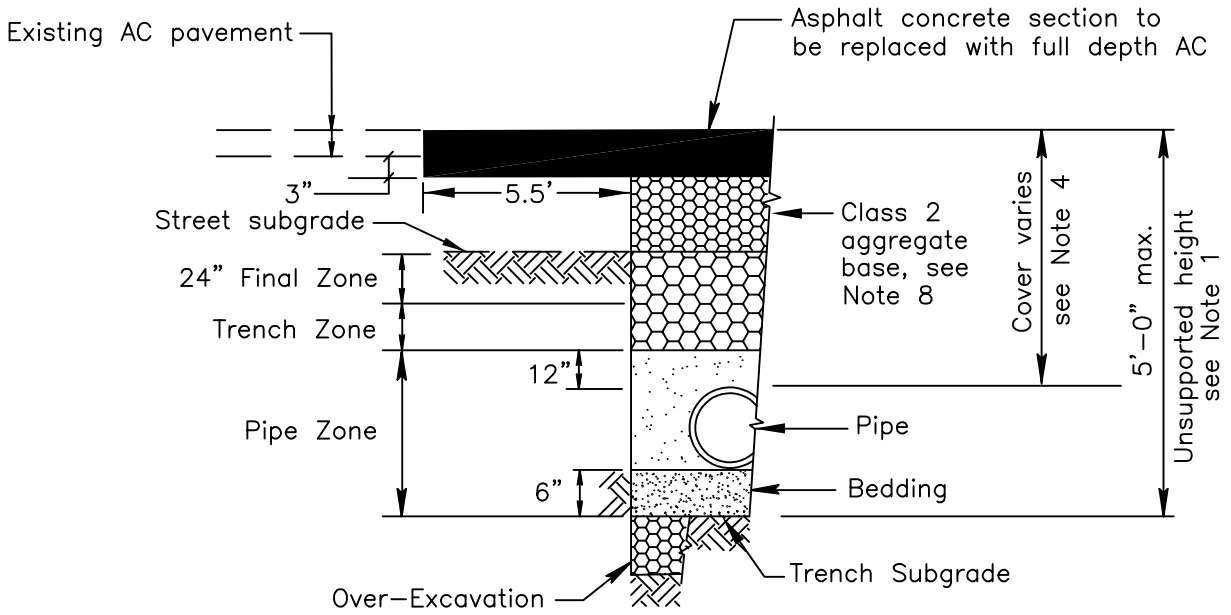
SOIL BORING AND
SMALL EXCAVATION IN STREET
SECTION

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MAP/HI	Date: Feb–23	No.
Ckd: Spec. Committee	Scale: None	G–1C

City Engineer

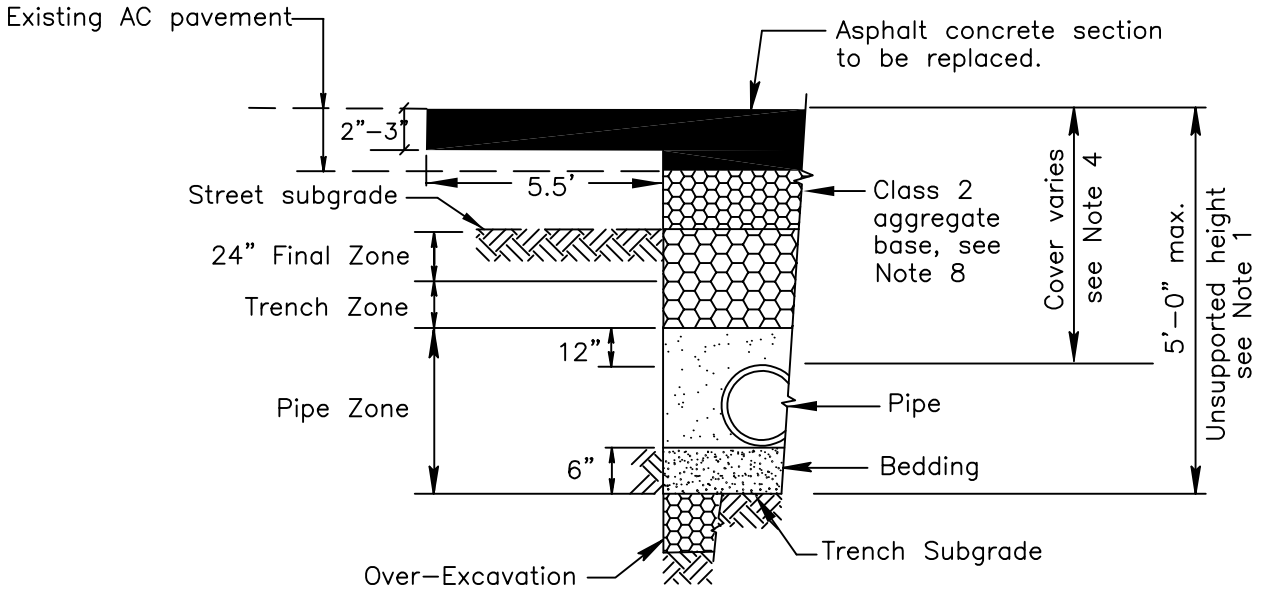
G01C.DWG



PAVEMENT LESS THAN 6"

*More than 50% grind weakens remaining base lift

**Caltrans Sec. 39.304 Pave HMA in Max 0.25 foot thick compacted layers



PAVEMENT GREATER THAN 6"

User note:

These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Note: Refer to City Standard Detail No. G-1F for applicable street classification.

Date:	By:	Rev:

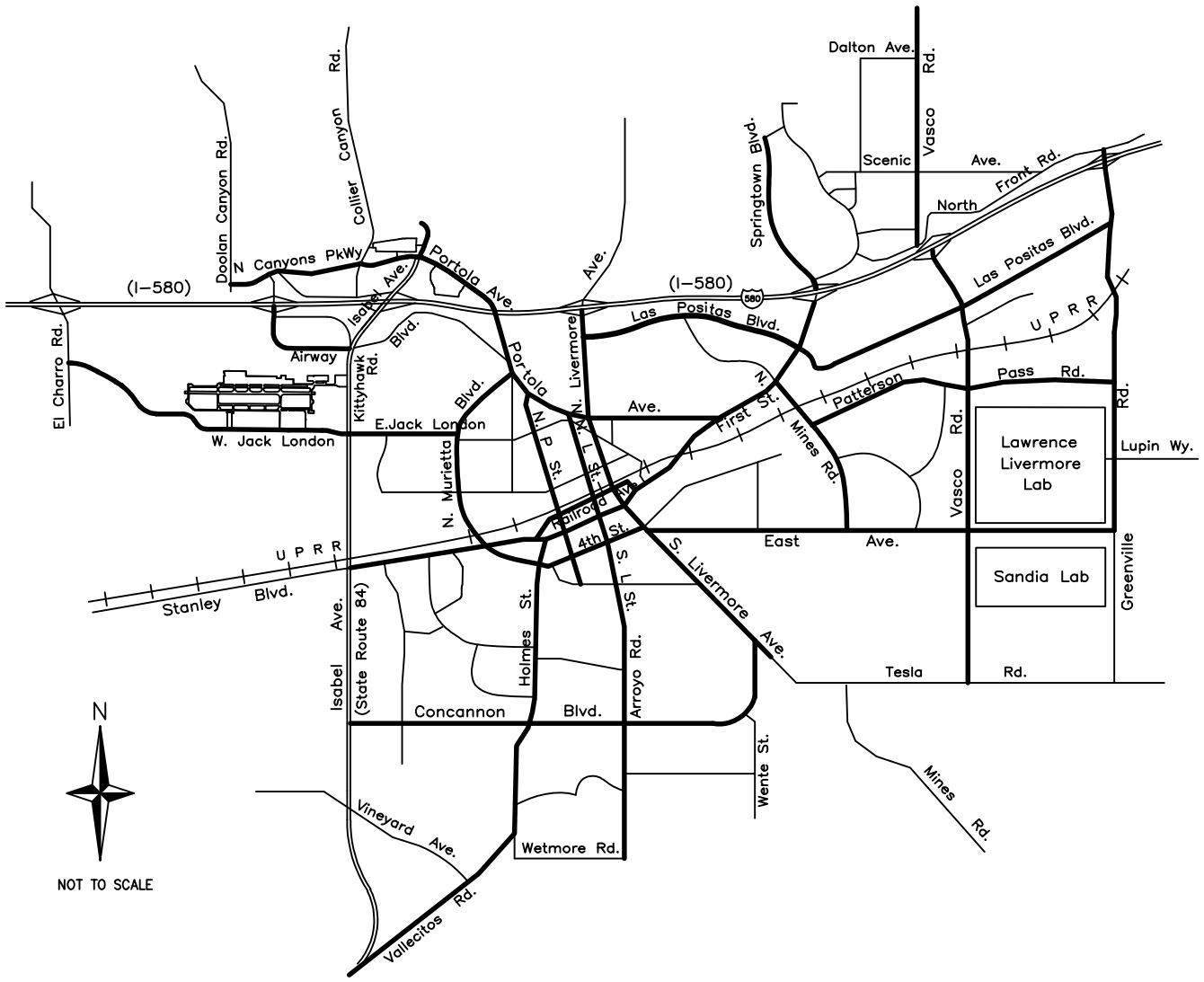
TRENCH PAVEMENT REPAIR
ARTERIALS AND COLLECTORS

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M. IRBY/HI	Date: Feb-23	No.
Ckd: M. CAVALIERI	Scale: None	G-1D

City Engineer

214_01E.DWG



User note:

These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

TRENCH PAVEMENT REPAIR ARTERIALS AND COLLECTORS LOCATION MAP

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MM-HI	Date: Feb-23	No.
Ckd: Spec Comm	Scale: None	G-1E

Acting City Engineer

215;01E.DWG

NOTES:

1. Trenching shall conform to the "Construction Safety Orders of the State of California" and Section 6705 of the California Labor Code.
2. In existing streets, the total asphalt concrete thickness replaced shall not be less than 6" (4" in residential streets), or match the existing asphalt concrete section, whichever is greater.
3. In existing streets the asphalt concrete bottom lift(s) shall not be less than 4" (2" in residential streets), and the asphalt concrete top lift shall not be less than 2".
4. Where adequate compaction cannot be achieved due to obstruction or other conditions, replace pipe zone and/or trench zone fill with Controlled Low Strength Material (CLSM) as directed by the ENGINEER.
5. Sloping trench sections, above pipe zone, can only be used where stable compact soil conditions exist, where approved by the ENGINEER, or where shown on the drawing or specifications. Sloping trench sections will not be allowed in existing streets.
6. Prior to trenching, contact USA 1–800–227–2600
7. Before pavement section is replaced, the existing pavement shall be sawcut at least 12 inches back from trench excavation along neat, straight, parallel lines. [Where the existing asphalt concrete is 6" or more in thickness or where the repaving is less that 15 square feet in area, sawcut may be the edge of the trench excavation.] Expect for Arterial and Collector Street (See G–1D). Where wall of trench excavation is within 18" of the lip of gutter replace AC from trench wall to lip of gutter. All AC and concret areas shall be tack coat prior to paving.
8. In existing streets the total aggregate base shall be the greater of the existing street aggregate base section or the following minimum aggregate base:
   a) Local, loops, cul–de–sac, and private residential streets: 12" AB (min.)
   b) Collector, frontage, major, and industrial/commercial streets: 18" AB (min.)
9. See the "Utility Earthwork" section of the City standard specifications 31.2300 for compaction requirements, metric specifications and additional information.
10. Edge sealing, the application of asphalt material along the edges of a patch. This ensures water cannot penetrate the patch seam.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

TRENCH SECTION

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M–W/KY/HI	Date: Jan–23	No.
Ckd: Spec. Committee	Scale: None	G–1F

City Engineer

216 01C.DWG

CONCRETE CLASS USE TABLE		
TYPE OF CONSTRUCTION	**CONCRETE CLASS**	**Maximum Slump ±1 Inch**
Street Surface Improvements (See Note 1)		
Curb, Gutter, Sidewalk, Driveways	3	4
Commercial/Industrial Driveways, Bus Turnouts, Valley Gutter	Minor Concrete	4
Extruded Curb	1	2
Sewer & Storm Drain Facilities		
Pipe Collars, Beam Support of Pipe, Pre–Cast Maintenance Hole Base, Storm Water Inlets	2	4
V–Ditches	3	4
Cast–In–Place Pipe	1	2
Reinforced Structures		
Retaining Walls Channels and Boxes	2	4
Water System Facilities		
Thrust Blocks, Valve Supports	2	4
Miscellaneous		
Street Light and Traffic Signal Foundations	2	4
Survey Monuments, Fence and Guardrail Post Foundations	4	4

Class 1 concrete shall contain not less than 675 pounds of Portland Cement per cubic yard
Class 2 concrete shall contain not less than 590 pounds of Portland Cement per cubic yard
Class 3 concrete shall contain not less than 505 pounds of Portland Cement per cubic yard
Class 4 concrete shall contain not less than 420 pounds of Portland Cement per cubic yard
Minor concrete shall contain not less than 550 pounds of Portland Cement per cubic yard unless otherwise specified in the specifications or the special provisions.

NOTE:

1. For surface improvements, use 3/4 lb. lamp black per cubic yard
2. Fly Ash 15% max per CT Sec 90 sewer only

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

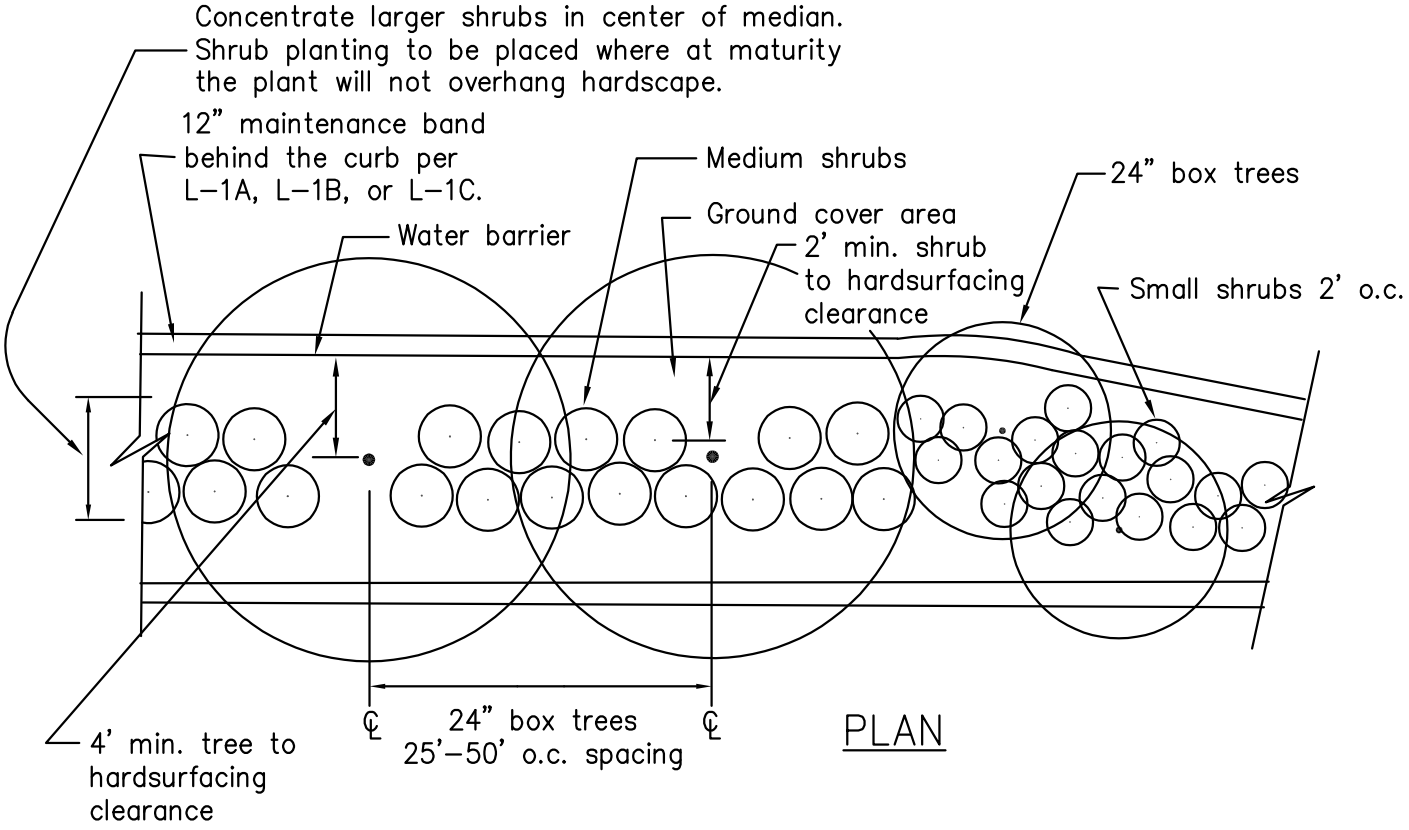
CONCRETE CLASS USE TABLE

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MM	Date: Nov–22	NO.
Ckd: Spec. Committee	Scale: NONE	G-5

City Engineer

NOTE: This detail is only a guideline. Plant variety/size and hardsurfacing materials are subject to City approval. Minimum quantities of plant materials are shown.

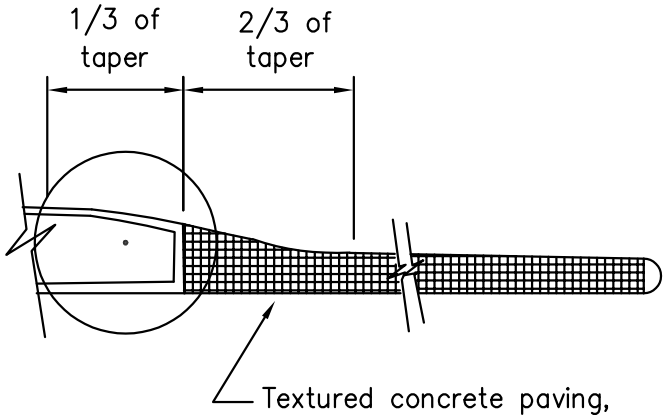


Minimum quantity of plant material per 100' long section of standard 16'–wide median. Quantities will vary proportionally for other median widths.

TREES:
- 24"–box: 2–4 trees per 100' large canopy trees
- 24"–box: 3–7 trees per 100' accent trees

SHRUBS (Mature Height)
- Large: 5'–10' high, 30 shrubs per 100'
- Medium: 3'–5' high, 40 shrubs per 100'
- Small: 1'–3' high, 50 shrubs per 100'

GROUND COVER
- Fast growing: 12" o.c.
- Moderate growing: 9" o.c.
- Slow growing: 6" o.c.



NOTES:
1. Areas between plants shall receive a 3" layer of mulch.
2. Trees within 300' of intersections, as measured from centerline of the cross–street, shall have canopies trimmed to provide 8' clear from top of of curb to lowest scaffold branch. Groundcover within 300' of intersections and driveways shall be specified as a low–growing variety, with native growth height of no more than 30" above top of curb including mounding.

User note:
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6/23/20	JT	1
Date	By	Rev.

MEDIAN PLANTING

GENERAL

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT	Date: Nov –22	NO.
Ckd: Spec. Committee	Scale: NONE	
City Engineer		L–2A

L02A.DWG

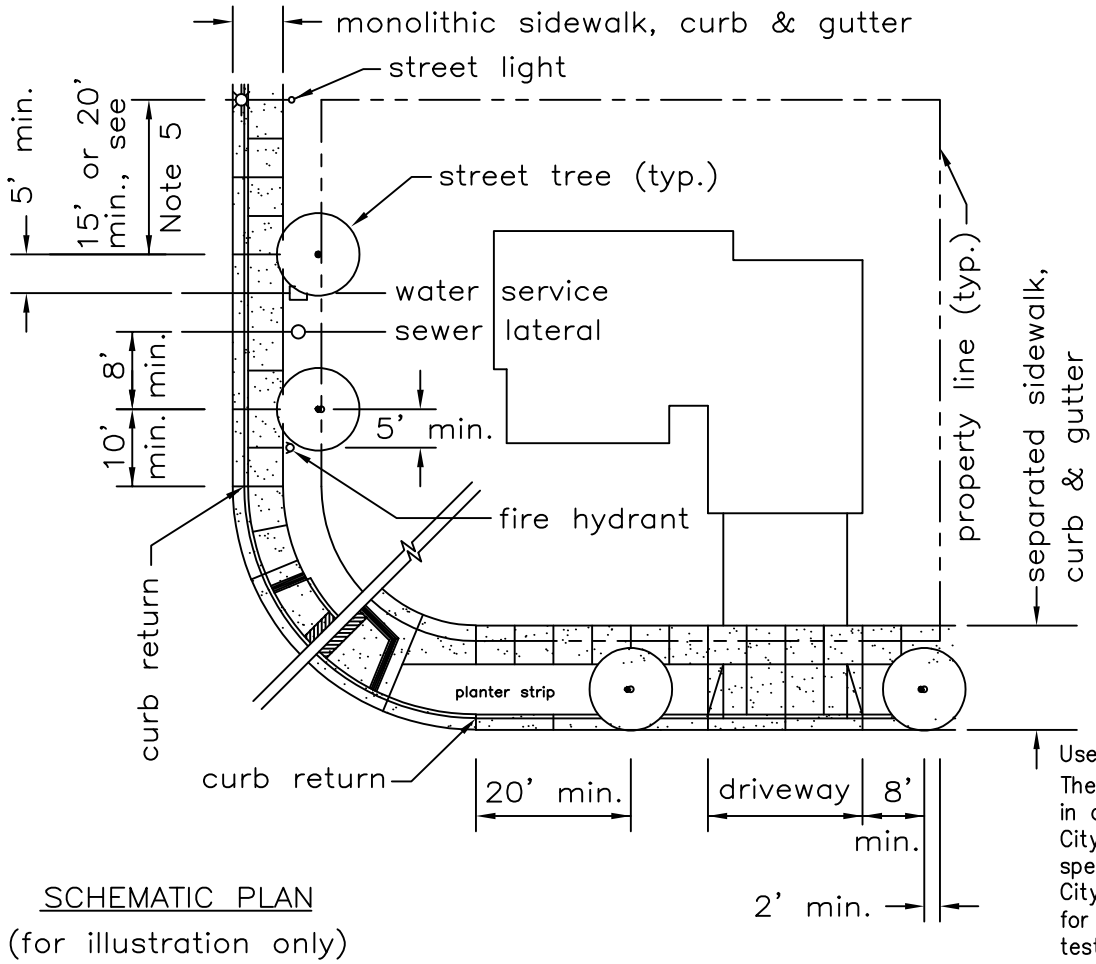
Minimum street tree quantities for new development:

1. Single frontage residential lot – 1 tree.
2. Dual frontage (corner) lot – 2 trees.
3. Industrial/commercial frontage – 1 tree per 50' of frontage.
4. Backing Lot – Per L–17A or L–17B.

All tree varieties and quantities are subject to City approval.

Minimum street tree clearances (see schematic plan below for illustration):

1. Street trees shall be located 8' (min.) from sanitary sewer mains and laterals.
2. Street trees shall be located 5' (min.) from water mains and services.
3. Street trees shall be located 5' (min.) from fire hydrants.
4. Street trees shall be located 8' from driveways.
5. Street trees shall be located 20' (min.) from standard street lights. Street trees shall be located 15' (min.) from decorative street lights.
6. Street trees shall be located 20'(min.) from curb returns with separated sidewalk, or 10' from curb returns with monolithic sidewalk.
7. Street trees shall be located 2' (min.) from the common property line separating lots.



SCHEMATIC PLAN
(for illustration only)

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.
6/23/20	JT	1

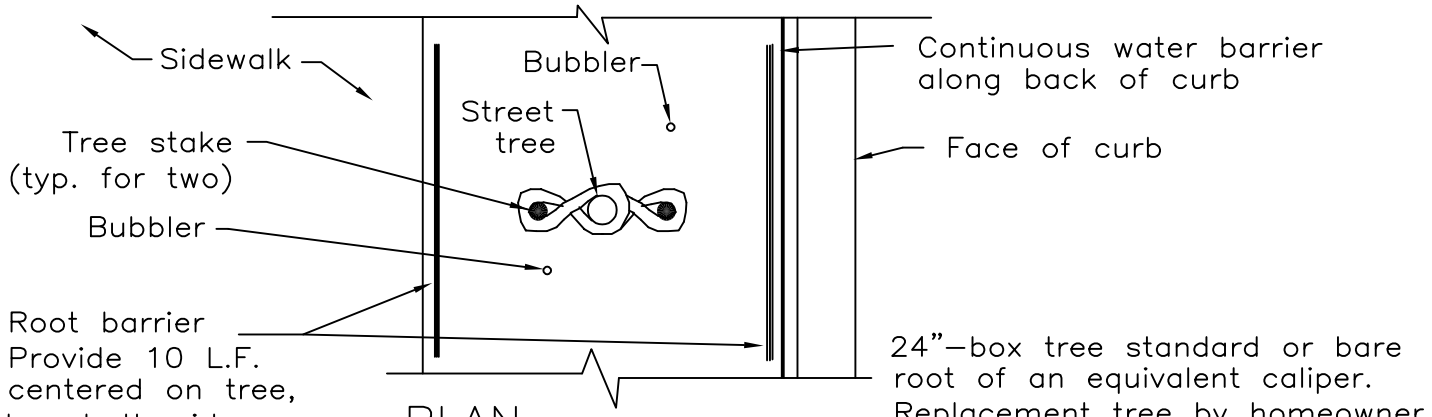
STREET TREE PLANTING
QUANTITIES & CLEARANCES

CITY OF LIVERMORE
STANDARD DETAIL

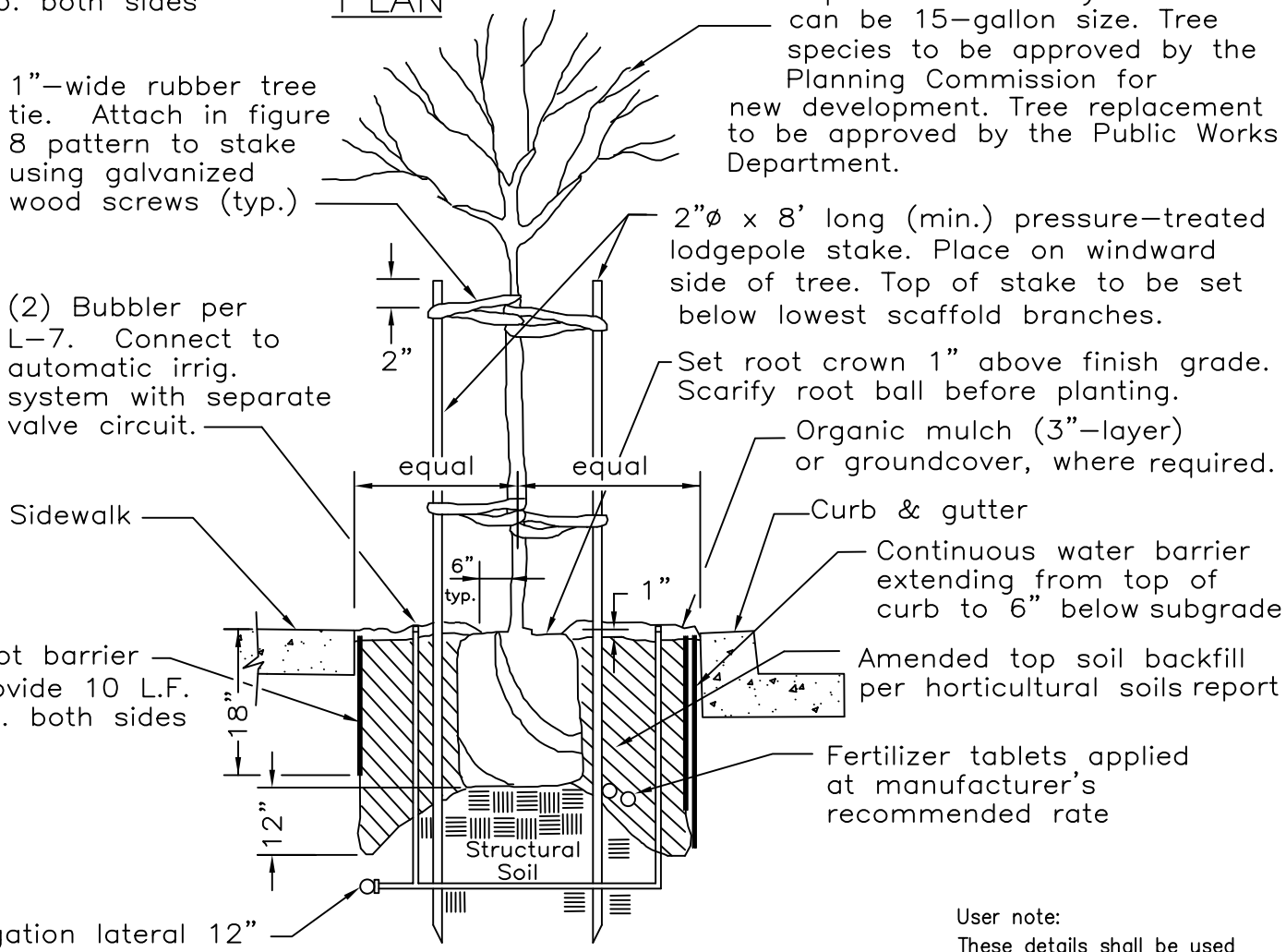
Dwn: MAS/JT	Date: Nov–22	NO.
Ckd: Spec. Committee	Scale: NONE	
City Engineer		L–3A

L03A.DWG

NOTE: The mulch, if required, shall not be within 6" of the trunk of the tree.



PLAN

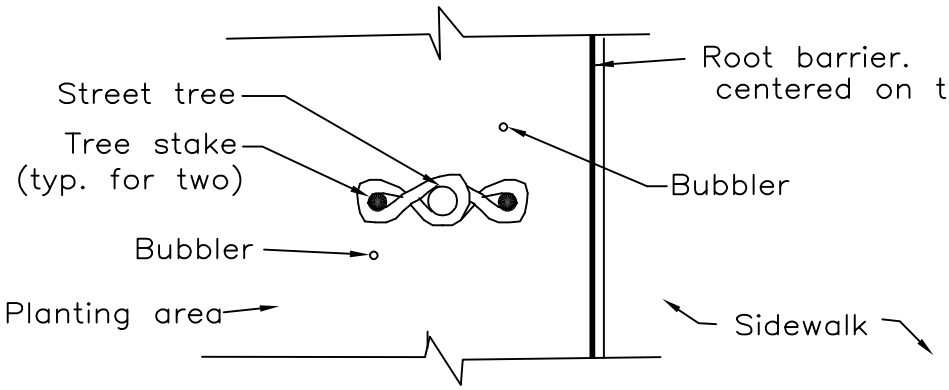


SECTION

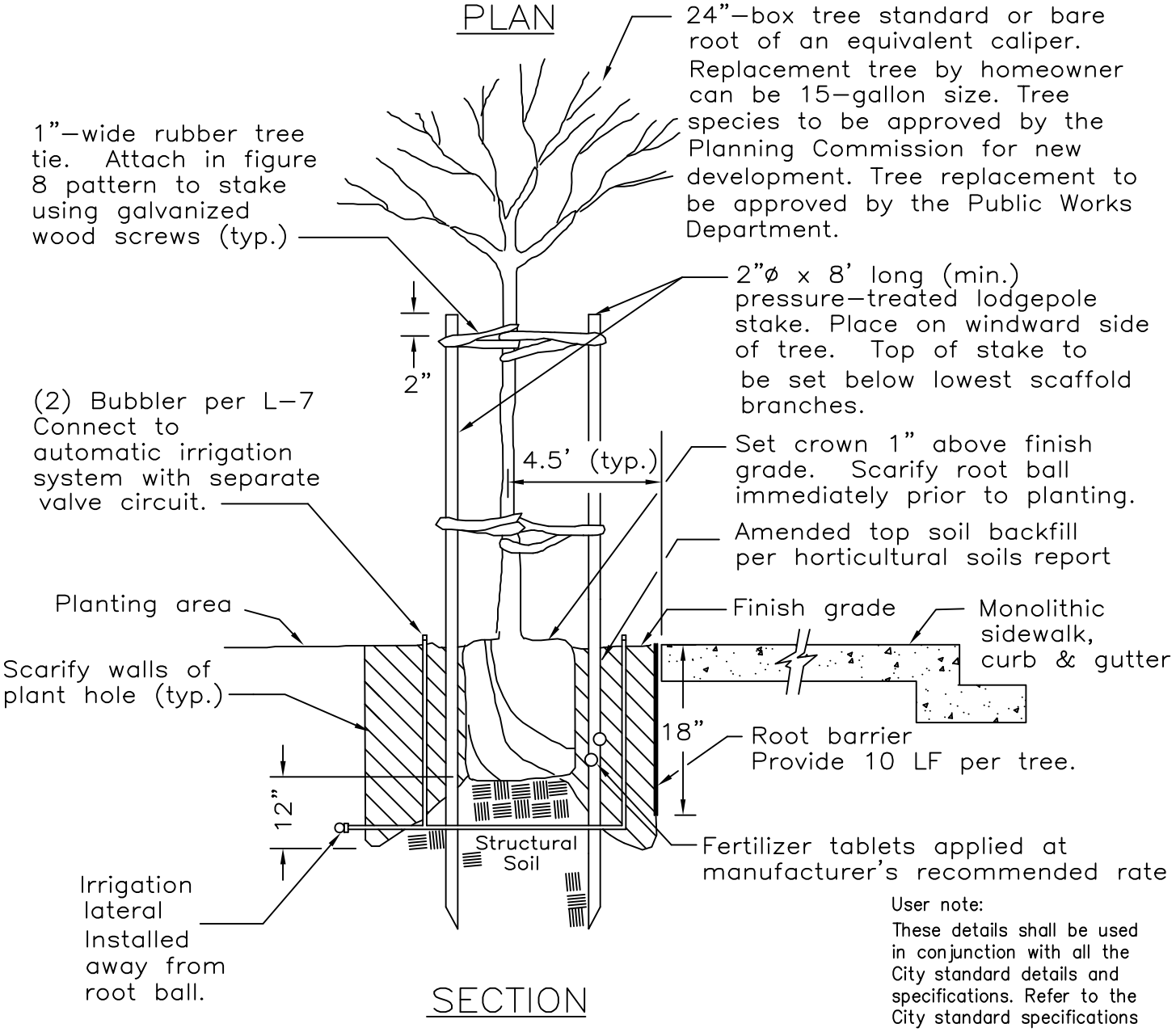
User note:
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			STREET TREE PLANTING	CITY OF LIVERMORE STANDARD DETAIL
				Dwn: FY/JT Date: Nov–22 NO.
				Ckd: Spec. Committee Scale: NONE
6/23/20	JT	1	FOR SEPARATED OR MEANDERING SIDEWALK	City Engineer L–3C
Date	By	Rev.		

L03B.DWG



PLAN



SECTION

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

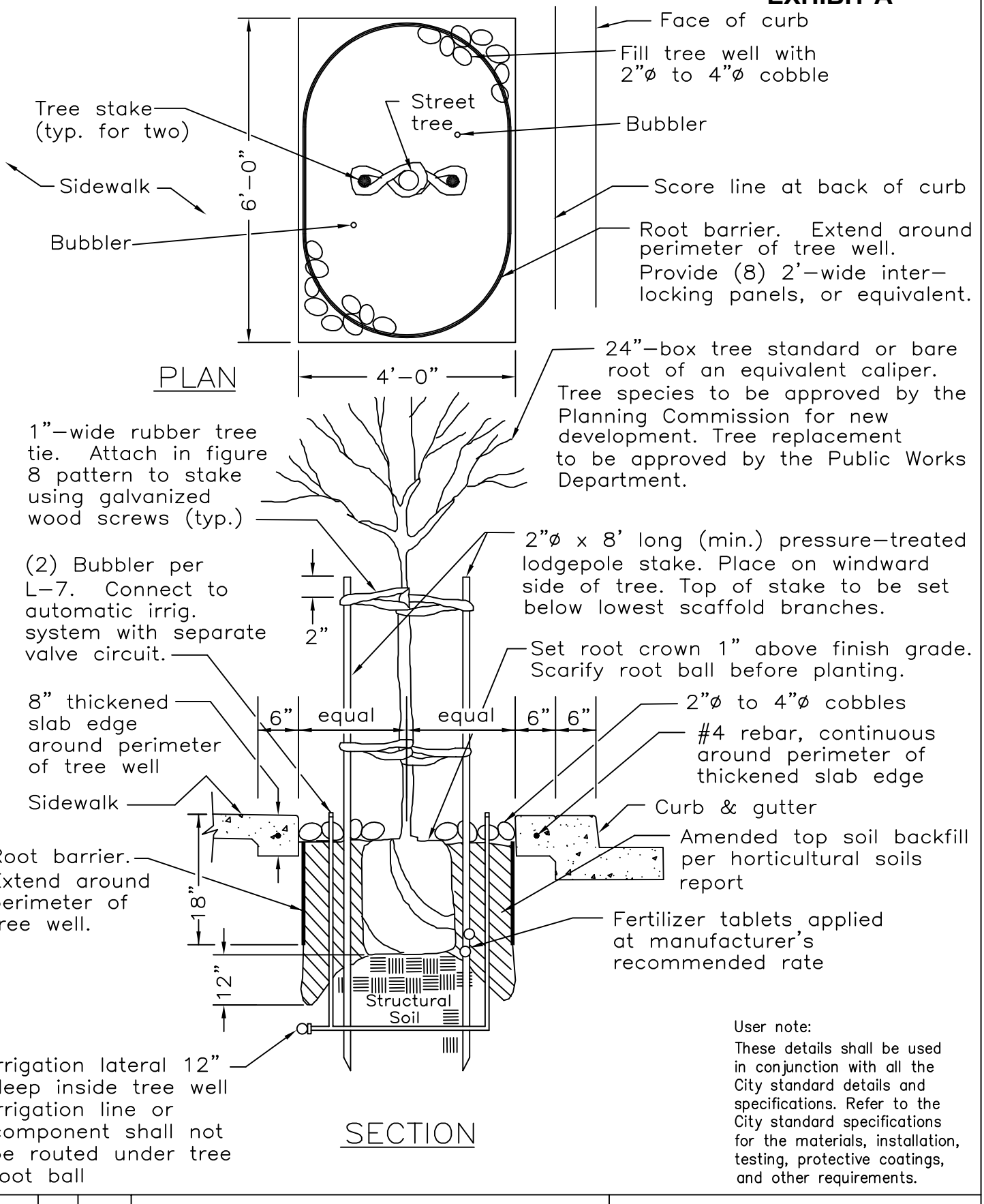
6/23/20	JT	1
Date	By	Rev.

L03D.DWG

STREET TREE PLANTING
FOR MONOLITHIC SIDEWALK

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT		Date: Nov–22	NO.
Ckd: Spec. Committee		Scale: NONE	
City Engineer			L-30



User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

STREET TREE PLANTING

FOR TREE WELLS

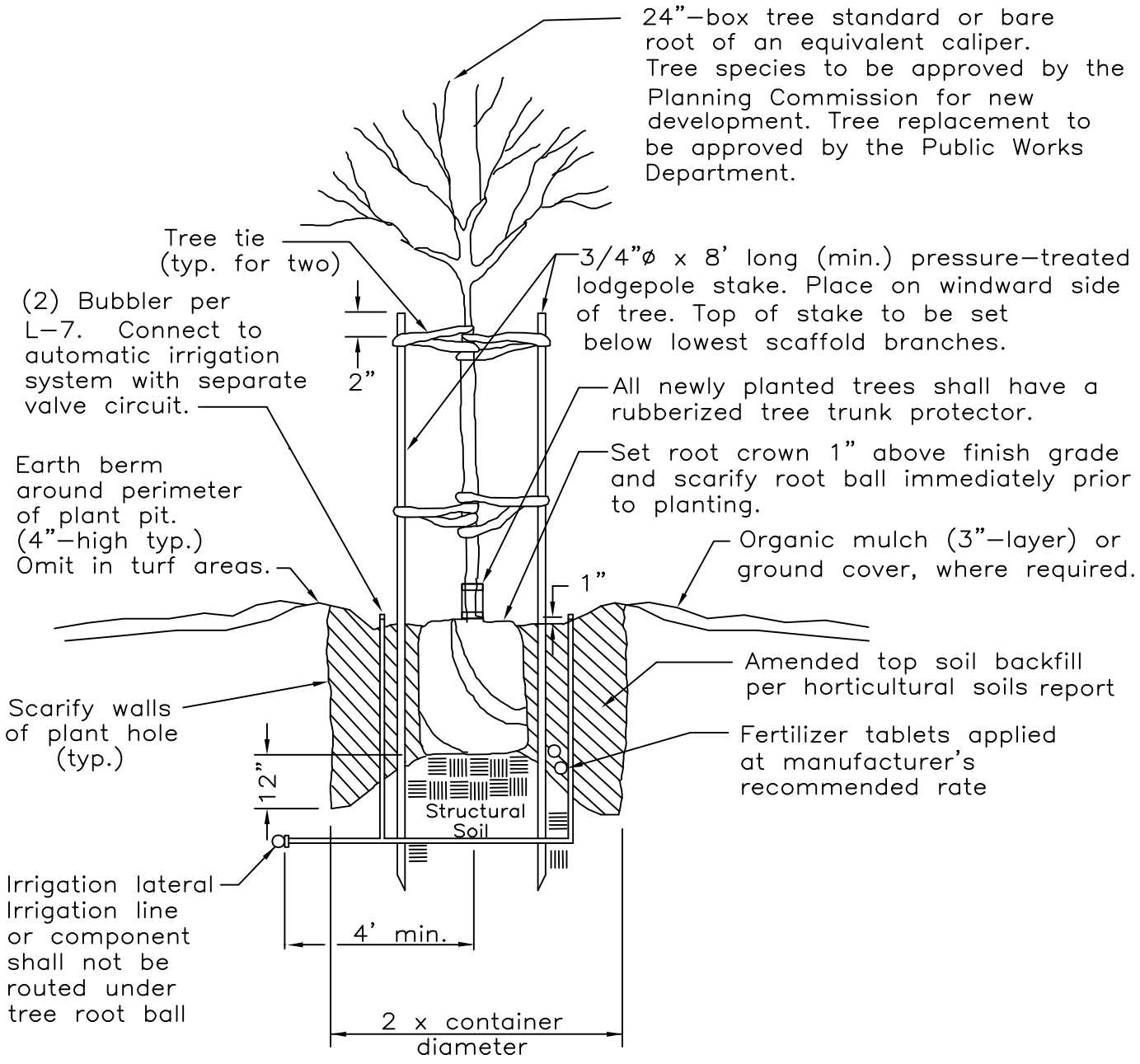
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT	Date: Nov-22	NO.
Ckd: Spec. Committee	Scale: NONE	L-3F

City Engineer

Date	By	Rev.
6/23/20	JT	1

L03E.DWG



SECTION

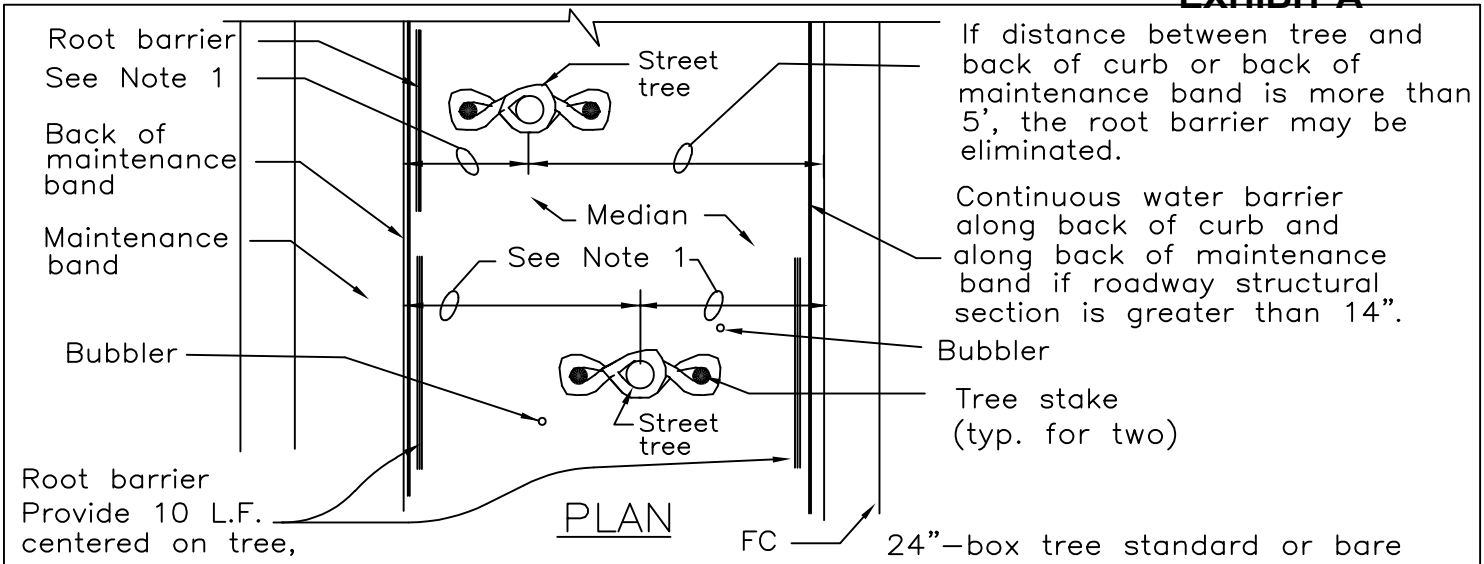
NOTES:

1. When tree is located within 6' of sidewalk, curb, or other hard surfacing, plant tree per L–3C.
2. The mulch, if required, shall not be placed in contact with the parent trunk of the tree.

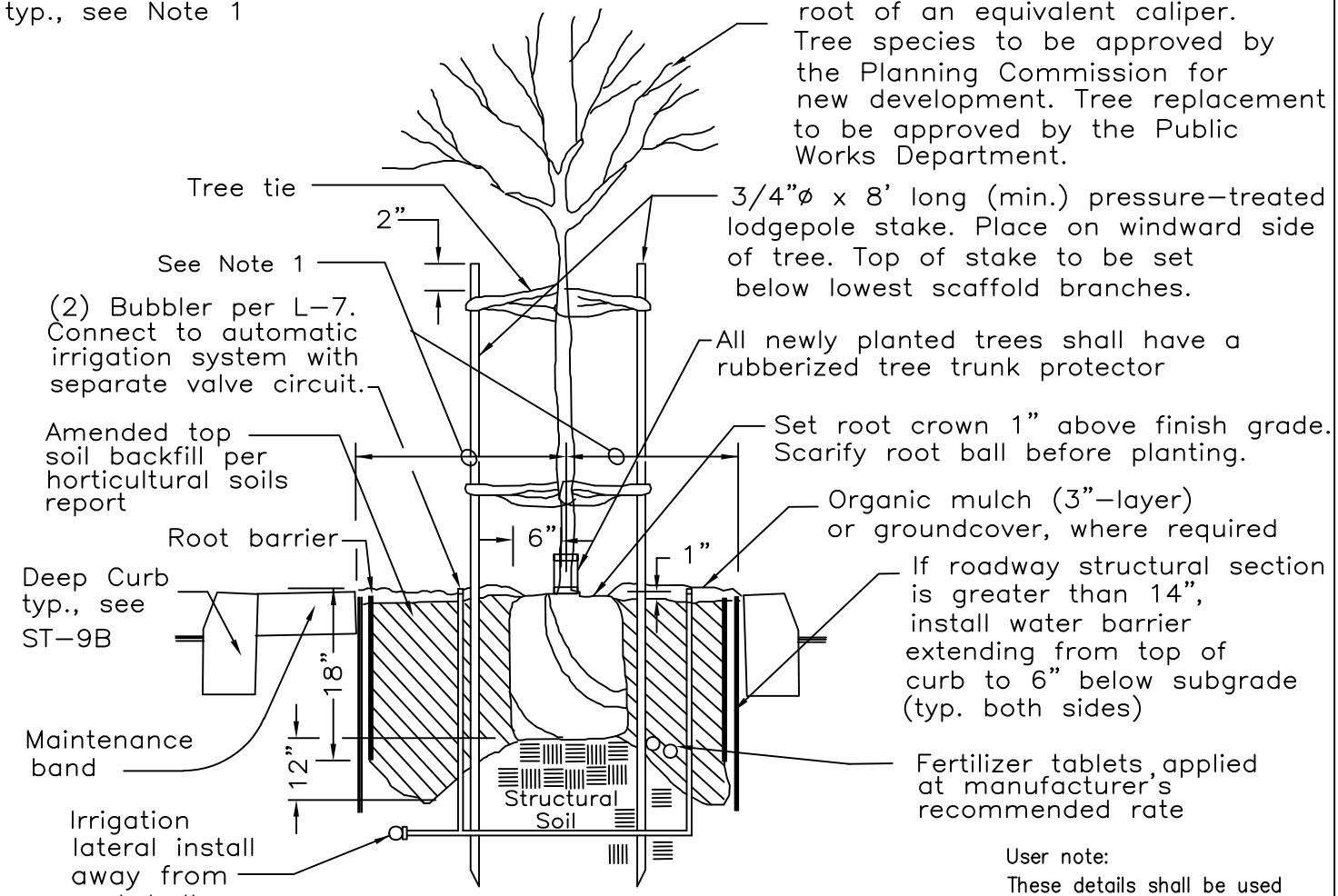
User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			TREE PLANTING FOR OPEN AREAS	CITY OF LIVERMORE STANDARD DETAIL	
				Dwn: FY/JT	Date: Nov–22
				Ckd: Spec. Committee	Scale: NONE
6/23/20	JT	1		City Engineer	L–3F
Date	By	Rev.			

L03E.DWG



PLAN



SECTION

NOTES:

1) Provide 10 L.F. root barrier if distance is 5' or less.
2) The mulch, if required, shall not be placed within 6" of the trunk of the tree.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

6/23/20	JT	1
Date	By	Rev.

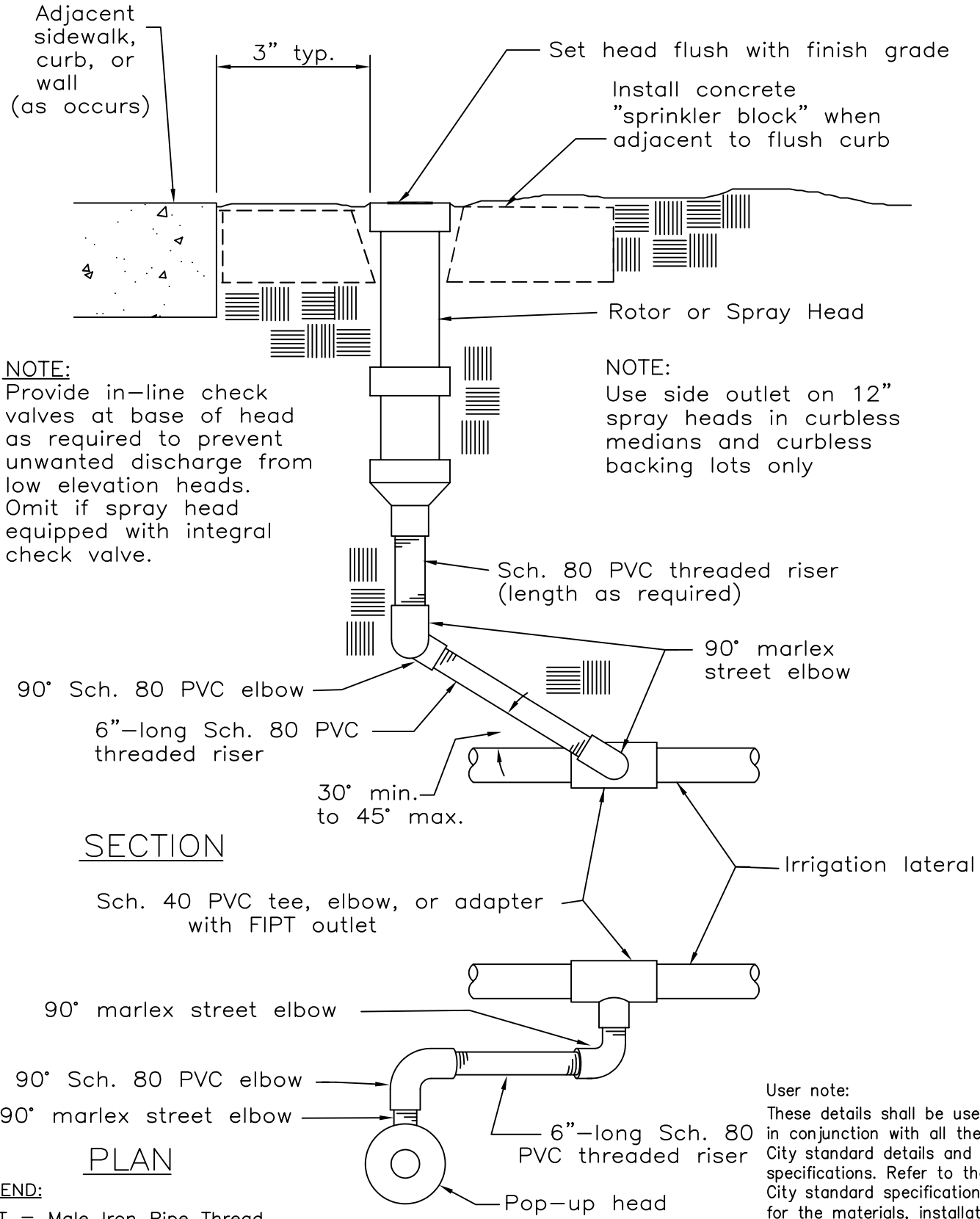
STREET TREE PLANTING

FOR MEDIANS

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT	Date: Nov–22	NO.
Ckd: Spec. Committee	Scale: NONE	
City Engineer		L–3G

L03F.DWG



LEGEND:

MIPT = Male Iron Pipe Thread
FIPT = Female Iron Pipe Thread

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

6/23/20	JT	1
Date	By	Rev.

ROTOR OR SPRAY HEAD

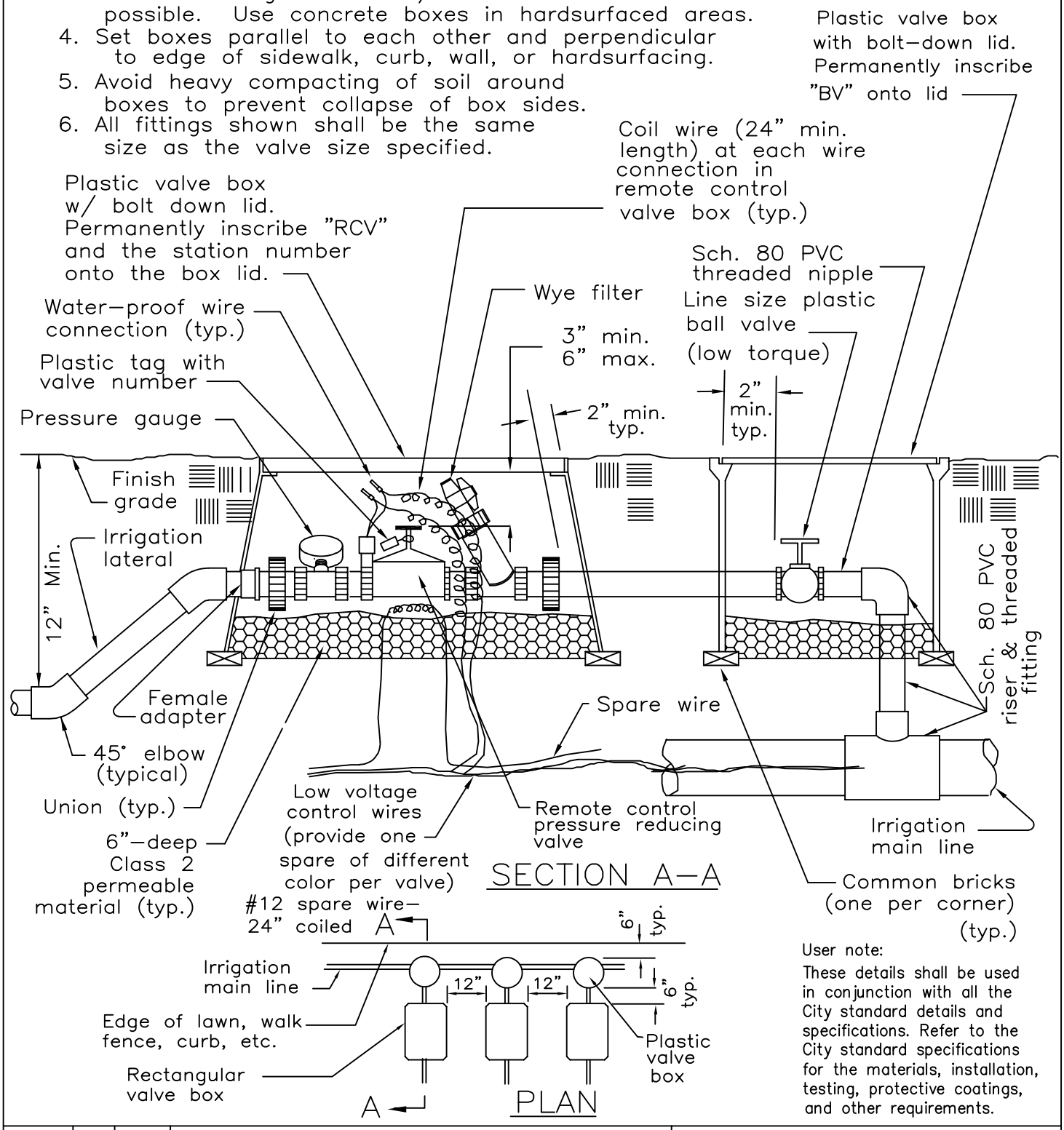
CITY OF LIVERMORE
STANDARD DETAIL

Dwn:	MM/JT	Date: Nov-22	NO.
Ckd:	Spec. Committee	Scale: NONE	L-6

City Engineer

L06.DWG

NOTES:
1. Center valve box over remote control valve.
2. Set boxes 1" above finish grade or mulch cover in planting areas, and flush with finish grade in turf.
3. Set boxes in ground cover/shrub areas whenever possible. Use concrete boxes in hardsurfaced areas.
4. Set boxes parallel to each other and perpendicular to edge of sidewalk, curb, wall, or hardsurfacing.
5. Avoid heavy compacting of soil around boxes to prevent collapse of box sides.
6. All fittings shown shall be the same size as the valve size specified.



User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

REMOTE CONTROL VALVE

DRIP IRRIGATION SYSTEMS

CITY OF LIVERMORE
STANDARD DETAIL

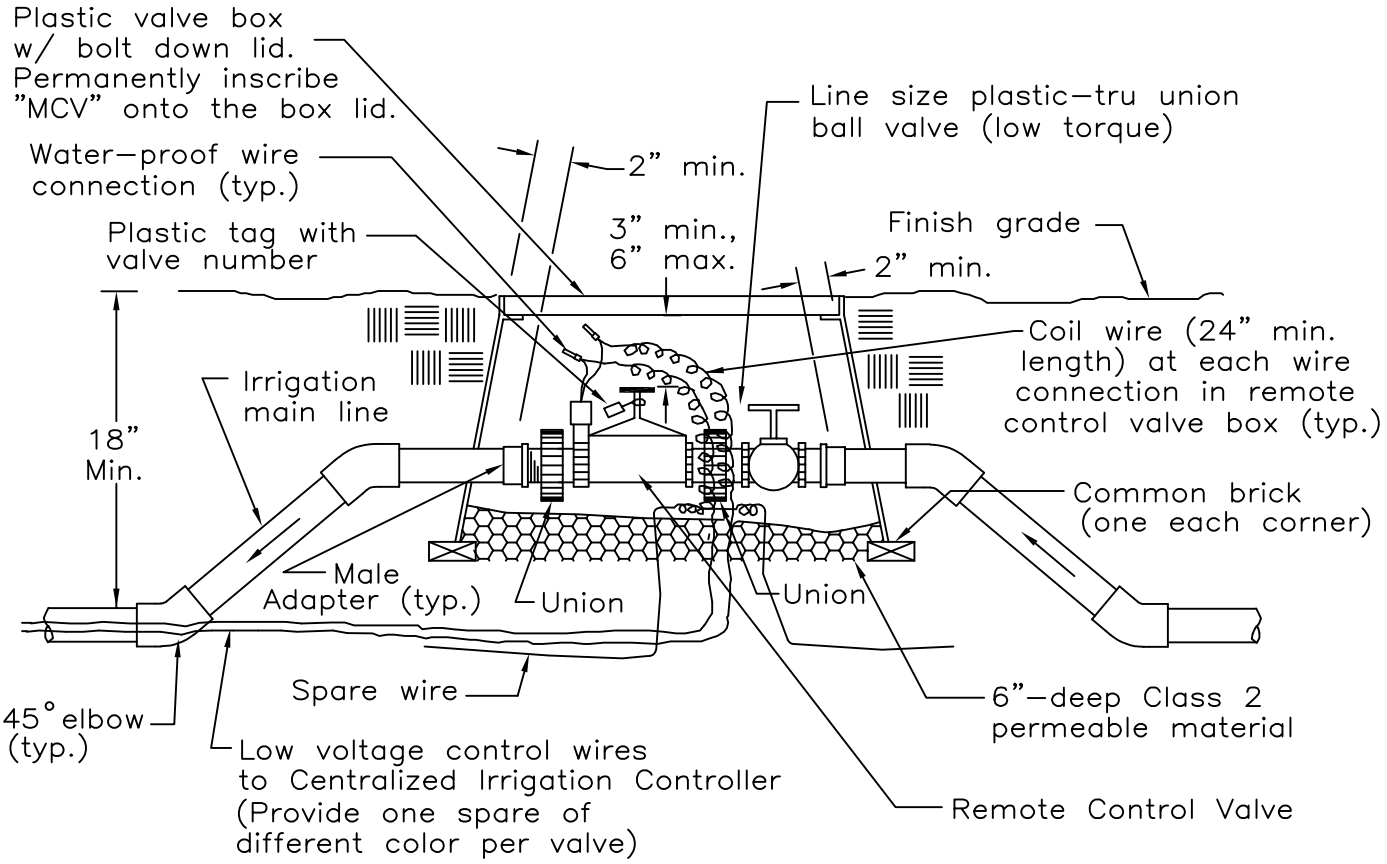
Dwn: FY–HI	Date: Apr–23	NO.
Ckd: Spec. Committee	Scale: NONE	L–9B

City Engineer

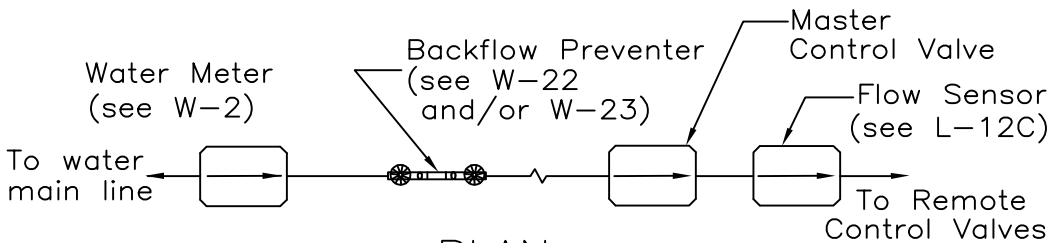
226 9B.DWG

NOTES:

1. Center valve box over remote control valve.
2. Set boxes 1" above finish grade or mulch cover in planting areas and flush with finish grade in turf.
3. Set boxes in ground cover/shrub areas whenever possible. Use concrete boxes in hardsurfaced areas.
4. Set box perpendicular to edge of sidewalk, curb, wall, or hardsurfacing.
5. Avoid heavy compacting of soil around box to prevent collapse of box sides.
6. All fittings shown shall be the same size as the valve size specified.



SECTION



PLAN

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

MASTER CONTROL VALVE

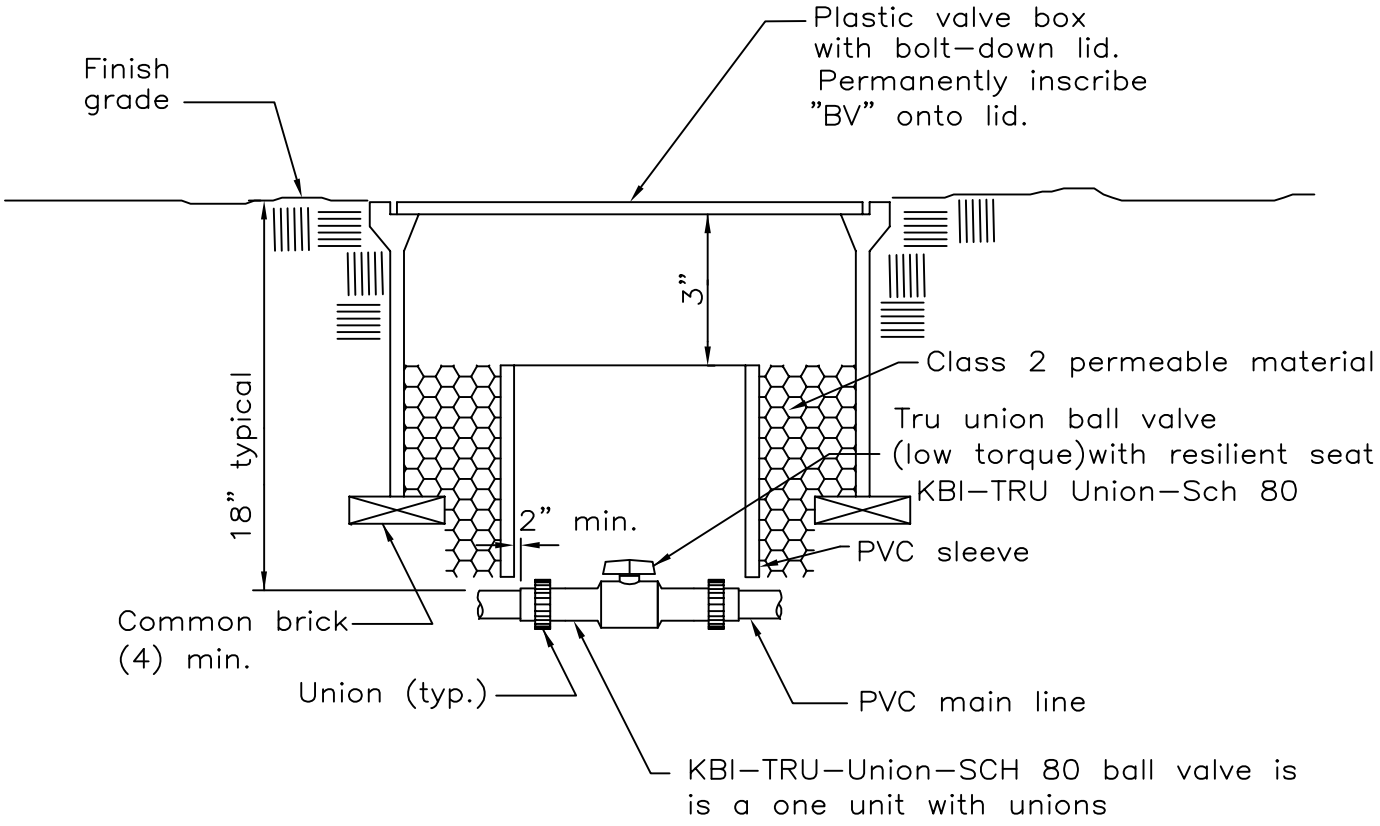
FOR CENTRALIZED IRRIGATION SYSTEMS

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: Mar-23	NO.
Ckd: Spec. Committee	Scale: NONE	L-9C

City Engineer

L09C.DWG



SECTION

NOTE:

Add a box and sleeve large enough to enclose the ball valve and union.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.
4/19/23	HI	2
3/4/20	JT	1

TRU UNION BALL VALVE

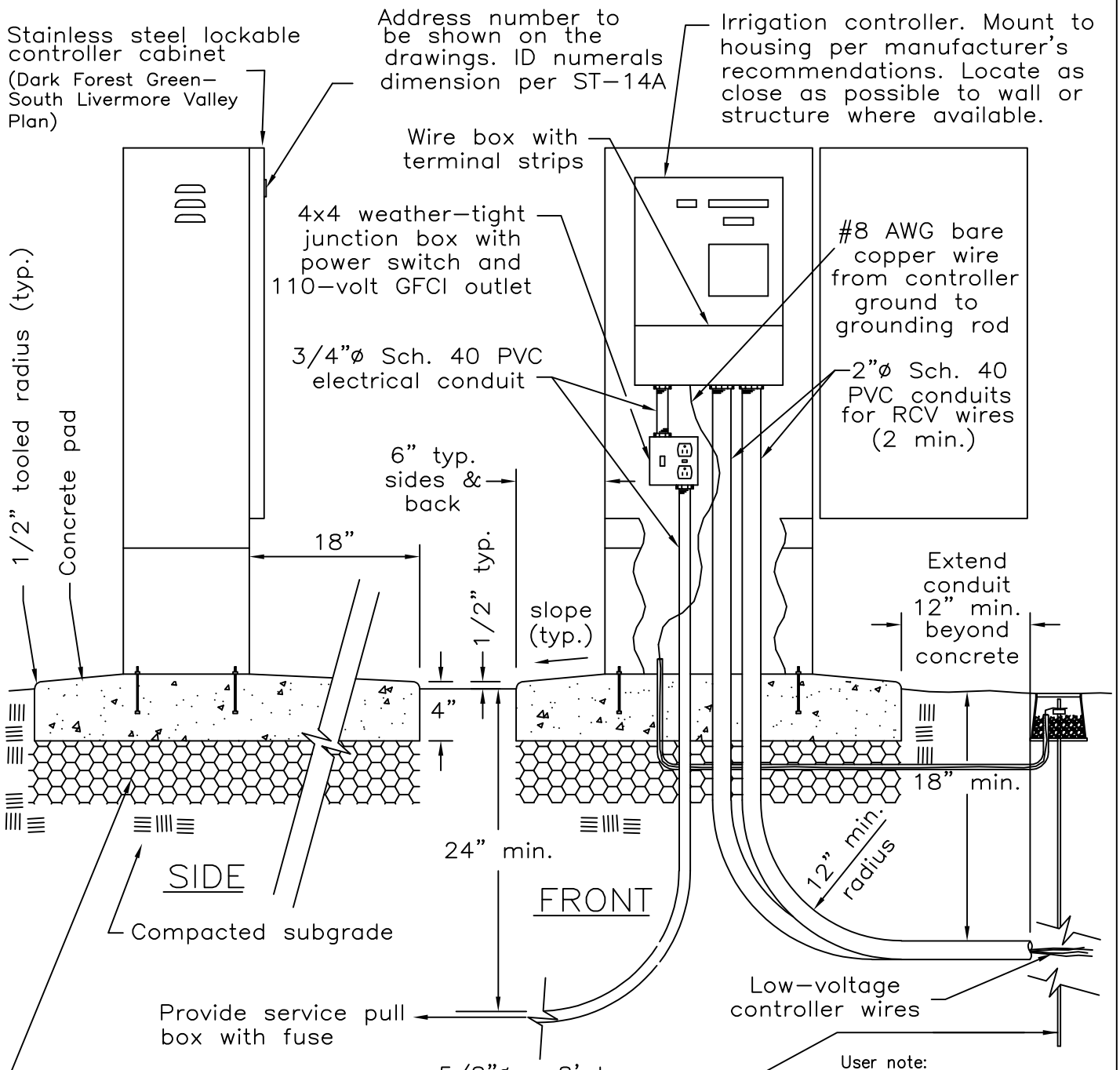
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: MM–HI	Date: Apr–23	NO.
Ckd: Spec. Committee	Scale: NONE	L-10

City Engineer

228_10.DWG

Note:
All electrical service components shall be U.L. listed and installed per National Electric Code requirements.



ELEVATIONS

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

CONTROLLER

STANDARD

CITY OF LIVERMORE
STANDARD DETAIL

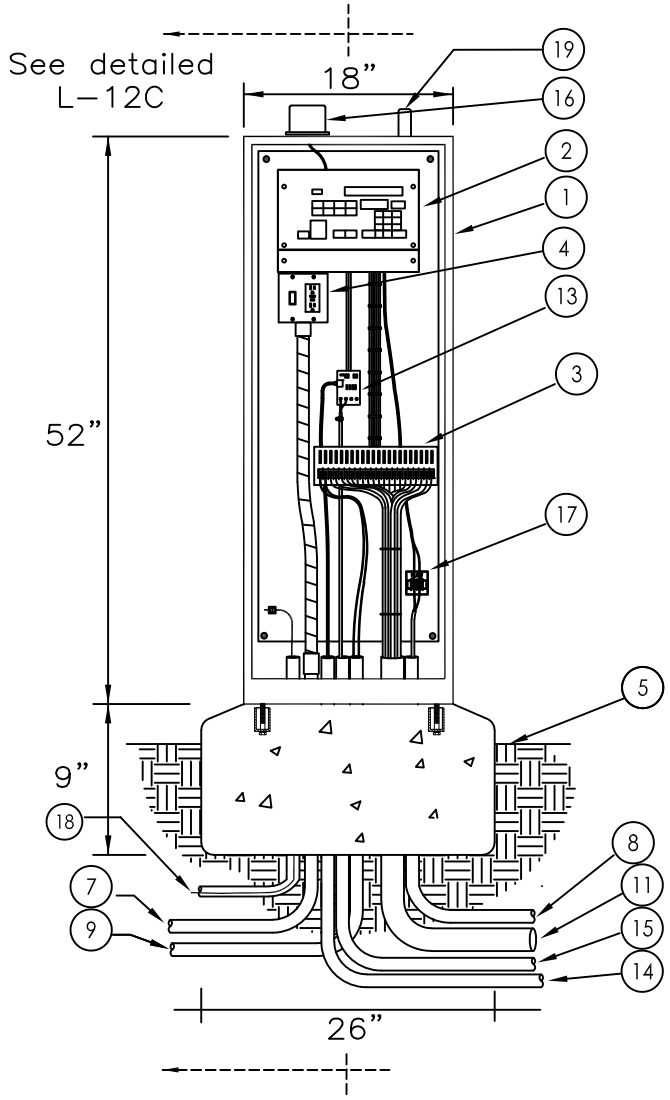
Dwn: MM–HI	Date: Apr–23	NO.
Ckd: Spec. Committee	Scale: NONE	L–12A

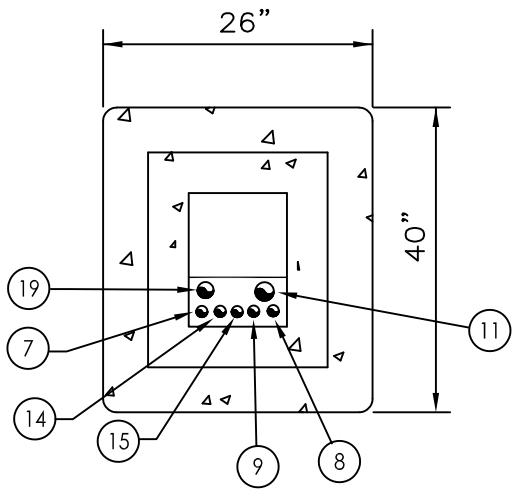
City Engineer

L12A.DWG

Notes:

1. All electrical service components shall be U.L. listed and installed per National Electric Code requirements.
2. Provide dome antenna only if clear reception can be established between the controller and the City Maintenance Service Center, 3500 Robertson Park Road. Otherwise, provide a high–gain antenna per L–12E.
3. Address numbers as shown on the drawings. ID numerals dimensions per ST–14A





(1) Strongbox stainless steel NEMA 3R rainproof enclosure (UL listed).

(2) Satellite assembly. Rain Master DX3 and DXi controller.

(3) Terminal strip for valve wires.

(4) Power switch/GFCI receptacle.

(5) Finished grade.

(6) 12" diam plastic box with lid permanently inscribed "ground rod" filled with 6" deep class 2 permeable material.

(7) 120VAC electrical power run in 1" PVC conduit to controller side from electrical meter.

(8) 1" conduit and sweep ell for flow sensor cables.

(9) 1" conduit and sweep ell for master valve cables.

(10) 5/8" x 8' ground rod with #6 ground wire and clamp.

(11) PVC conduit and sweep ell for lead wire. (Size as required)

(12) Utility underground service conduit. Size per code.

(13) PHB–phone hardwire board.

(14) 1"conduit and sweep ell for phone cable

(15) 1"conduit and sweep ell for EV–CAB–COM (out).

(16) PMR–CAC–Permanent mount receiver, antenna.

(17) EV–CAB–SEN–Flow sensor cable.

(18) 1 1/2" conduit sweep for ground rod

(19) Ext. Antenna for cell communication

Date	By	Rev.
3/15/23	HI	2
6/23/20	JT	1

L12B.DWG

FRONT VIEW CONTROLLER

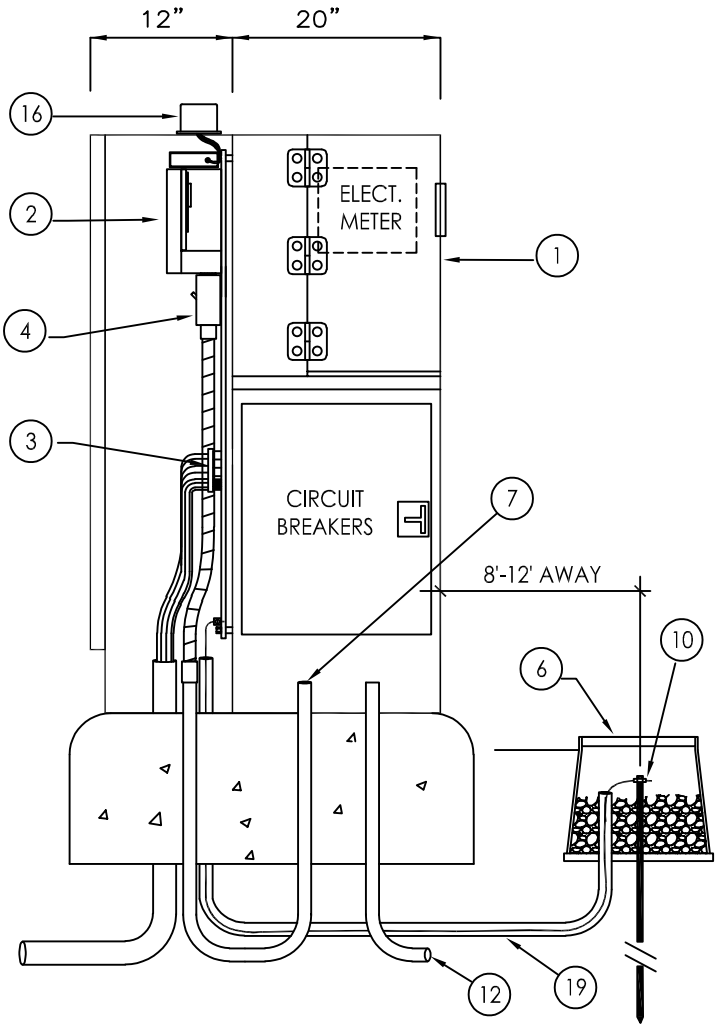
FOR CENTRALIZED IRRIGATION SYSTEMS

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT/HI	Date: Mar–23	NO.
Ckd: Spec. Committee	Scale: NONE	
City Engineer		L–12B

Notes:

1. All electrical service components shall be U.L. listed and installed per National Electric Code requirements.
2. Provide dome antenna only if clear reception can be established between the controller and the City Maintenance Service Center, 3500 Robertson Park Road. Otherwise, provide a high–gain antenna per L–12E.
3. Address numbers as shown on the drawings. ID numerals dimensions per ST–14A



(1) Strongbox stainless steel NEMA 3R rainproof enclosure (UL listed).

(2) Satellite assembly. Rain Master DX3 and DXi controller.

(3) Terminal strip for valve wires.

(4) Power switch/GFCI receptacle.

(6) 12" diam plastic box with lid permanently inscribed "ground rod" filled with 6" deep class 2 permeable material.

(7) 120VAC electrical power run in 1" PVC conduit to controller side from electrical meter.

(10) 5/8" x 8' ground rod with #6 ground wire and clamp.

(12) Utility underground service conduit. Size per code.

(16) PMR–CAC–Permanent mount receiver, antenna.

(19) 1 1/2" conduit sweep for ground rod

3/15/23	HI	2
6/23/20	JT	1
Date	By	Rev.

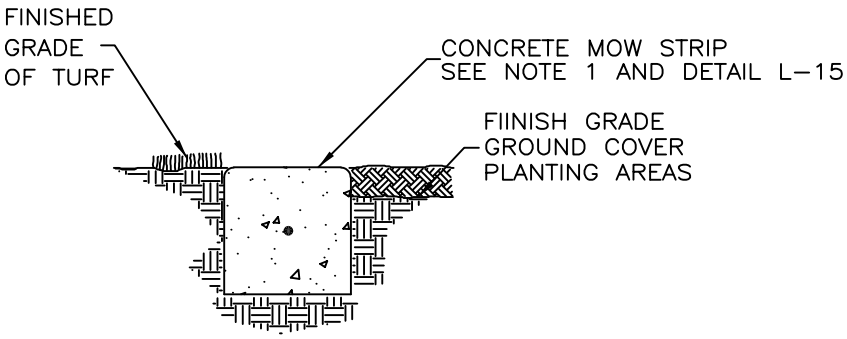
SIDE VIEW CONTROLLER

FOR CENTRALIZED IRRIGATION SYSTEMS

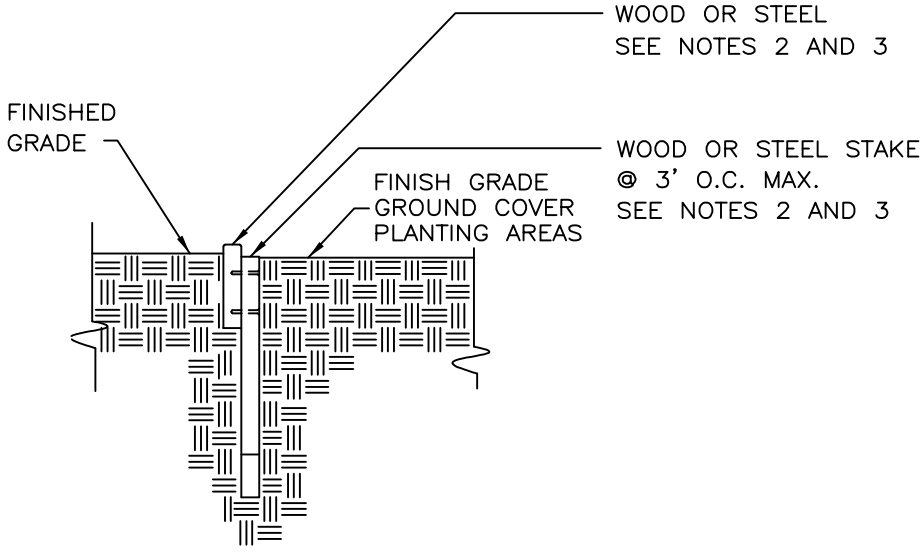
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT/HI	Date: Mar–23	NO.
Ckd: Spec. Committee	Scale: NONE	
City Engineer		L-12C

L12C.DWG



CONCRETE MOW STRIP SECTION



NON–TURF STRIP SECTION

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Notes:

1. CONCRETE MOW STRIP IS THE PROFFERED METHOD FOR SEPARATING TURF FROM LANDSCAPE AREAS.
2. STEEL EDGING IS AN OPTION IN CERTAIN NON–TURF APPLICATIONS WITH PLAN REVIEW APPROVAL. USE – MANUFACTURED REQUIRED METAL STAKES FOR METAL EDGING.
3. REDWOOD EDGING IS AN OPTION IN CERTAIN NON–TURF APPLICATIONS WITH PLAN REVIEW APPROVAL. USE – PLATED DECK SCREWS FOR WOOD STAKE ATTACHMENT.
4. ALLOW FOR THERMAL EXPANSION & CONTRACTION BY LEAVING GAPS IN THE SLIP JOINTS OR AT THE END OF THE RUN (FOR WOOD).
5. STAKE APPROX 3' 0" OC (MORE FOR STRAIGHT RUNS LESS FOR CURVES).

5/26/20	JT	1
Date	By	Rev.

L16.DWG

LANDSCAPE EDGING

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/JT	Date: Nov–22	NO.
Ckd: Spec. Committee	Scale: NONE	L–16

City Engineer

Plant Name and Description	Important Character							Cultural Preference					Tolerances											Growth Info			Planting Info			
	Deciduous	Evergreen	Flowers, Color	Flowering Period	Fruit	Fruiting Period	Fall Color	Sun	Part Shade	Good Drainage	Irrigation	No water after 2nd year	Alkaline Soils	Boron Tolerant	Sprinklers	Wind	Heat	Poorly Drained Soils	Well Drained/Clay-Loam	Well Drained/Sandy	Turf Areas	Small Planters	Re-claimed Water	Growth Rate	Height in 10 Yrs/ Maturity	Spread in 10 Yrs/Maturity	Minimum Planter Size	Sidewalk Damage Potential	Pruning Frequency	Comments
Koelreuteria paniculata **Goldenrain Tree**	X		Y	S	X	WI	Y	X	X	X	X		X		X	X	X	X					X	M	15 30	15 30	3	L	3 5	
Lagerstroemia indica **Crape Myrtle Hybrids**	X		V				V	X		X				X	X	X	X		X	X		X		SL	15 30	10 20	3	L	3 5	MR
Laurus **"X" Saratoga Laurel**		X						X	X	X	X		X		X	X	X	X	X			X	X	F	15 25	10 20	3	L	5	AC
Liquidambar cultivars **Sweet Gum**	X						V	X		X				X		X	X	X						M	20 50	10 25	10	VH	5 10	
Malus cultivars **Crabapples**	X		V		X	FA	V	X			X				X	X	X					X		M	10 20	10 20	2	VL	2 6	
Maytenus boaria **Mayten Tree**		X						X	X	X	X				X		X		X	X			X	M	15 25	10 15	5	M	6	AC
Melaleuca linariifolia **Flaxleaf Paperback**		X	W	S				X			X				X	X	X					X		S	10 20	10 20	3	L	2 5	E FR
Melaleuca quinquenervia **Cajeput Tree**		X	W	SP				X	X	X	X		X		X	X	X			X	X			M F	20 40	12 20	5	M	3	FR

LEGEND

AC = Avoid Clay Soils	F = Fast	H = High	MT= Multi Trunk	R = Red	SP = Spring	W = White
BL = Blue	FA = Fall	L = Low	O = Orange	S = Summer	U = Unknown	WI= Winter
BR = Brown	FB = Fireblight	M = Moderate	P = Purple	SH= Short Lived	V = Various	Y = Yellow
E = Experimental	FR = Frost Sensitive	MR=Mildew Resistant	Pi = Pink	SL =Slow	VH= Very High	

No. L-18F

TREE PLANTING GUIDE

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: : **KY**
Ckd: **Spec Committee**

Date**: March-2020**
Scale: **None**

City Engineer

Plant Name and Description	Important Character							Cultural Preference					Tolerances											Growth Info			Planting Info			
	Deciduous	Evergreen	Flowers, Color	Flowering Period	Fruit	Fruiting Period	Fall Color	Sun	Part Shade	Good Drainage	Irrigation	No water after 2nd year	Alkaline Soils	Boron Tolerant	Sprinklers	Wind	Heat	Poorly Drained Soils	Well Drained/Clay-Loam	Well Drained/Sandy	Turf Areas	Small Planters	Re-claimed Water	Growth Rate	Height in 10 Yrs/ Maturity	Spread in 10 Yrs/Maturity	Minimum Planter Size	Sidewalk Damage Potential	Pruning Frequency	Comments
Prunus caroliniana **Carolina Laurel Cherry**		X						X								X	X		X	X		X	X	M	15 25	10 15	4	L	2 5	E
Prunus sargentii **Flowering Cherry**	X		V				V	X		X	X			X	X	X	X		X	X		X		S M	15 20	15 20	3	L	2 5	AC
Pyrus calleryana **Chanticleer Pear**	X		W	SP			Y R	X			X			X	X	X	X		X	X	X			M	25 50	15 35	5	M	3 5	
Pyrus calleryana **"Red Spire" Pear**	X		W	SP			R Y	X			X			X	X	X	X		X	X	X			M	25 50	20 35	5	M	3 5	FB
Pyrus kawakamii **Evergreen Pear**	X	X	W	SP WI				X			X			X	X	X	X		X	X	X			M	25 40	25 40	5	M	3 5	FB
Pyrus ussuriensis **Prairie Gem Pear**	X		W		X	S	R	X			X					X	X					X		F	15 25	15 25	3	L	3 6	E
Quercus agrifolia **Coast Live Oak**		X						X	X	X		X		X		X	X		X	X			X	M	15 40	10 50	5	M	5	
Quercus bicolor **Swamp White Oak**	X						BR	X	X		X				X	X	X		X		X			M F	20 45	10 25	4	L	10	AC
Quercus Berberidifolia **Scrub Oak**		X		SP	X	S FA		X	X	X	X														10 15	10 15	5	M		

LEGEND

AC = Avoid Clay Soils	F = Fast	H = High	MT= Multi Trunk	R = Red	SP = Spring	W = White
BL = Blue	FA = Fall	L = Low	O = Orange	S = Summer	U = Unknown	WI= Winter
BR = Brown	FB = Fireblight	M = Moderate	P = Purple	SH= Short Lived	V = Various	Y = Yellow
E = Experimental	FR = Frost Sensitive	MR=Mildew Resistant	Pi = Pink	SL =Slow	VH= Very High	

No. L-18I

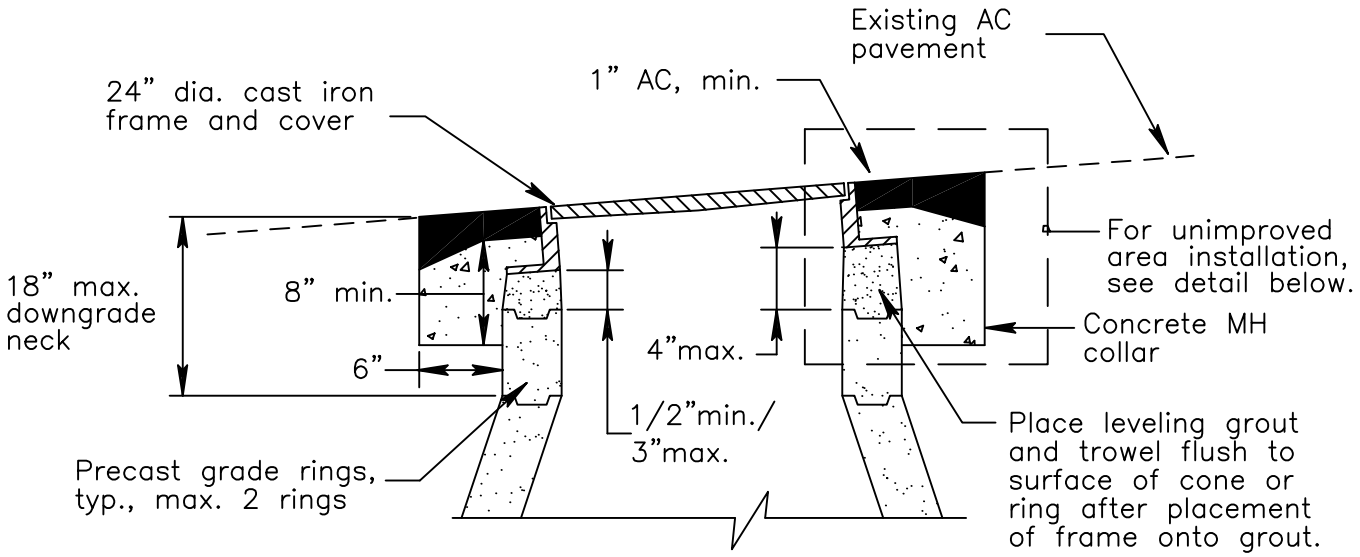
TREE PLANTING GUIDE

CITY OF LIVERMORE
STANDARD DETAIL

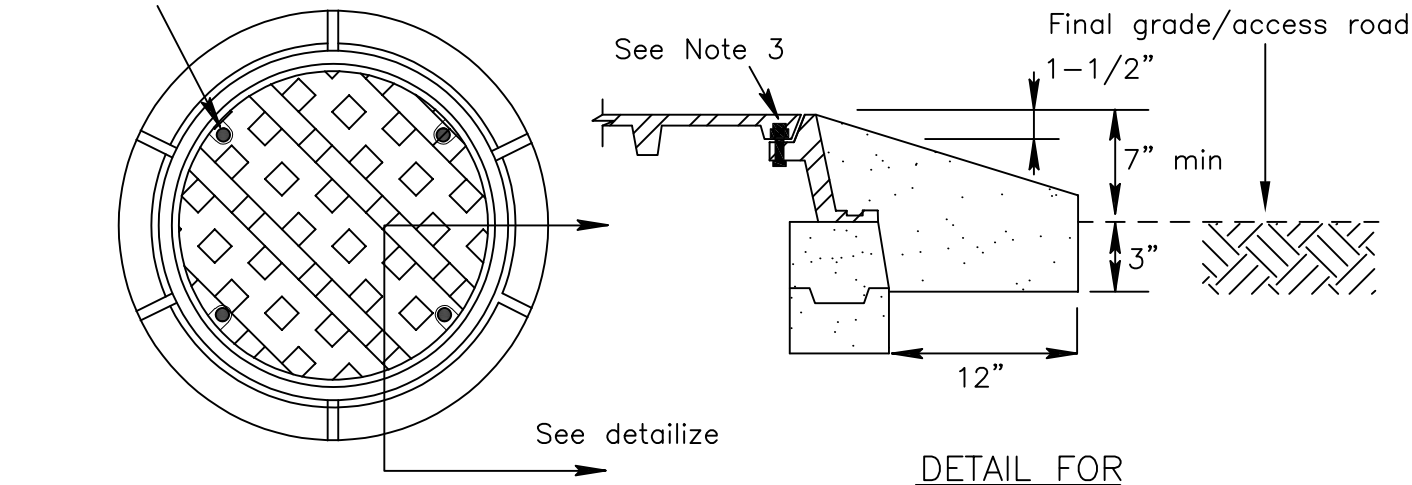
Dwn: : **KY**
Ckd: **Spec Committee**

Date**: March-2020**
Scale: **None**

City Engineer



STREET PROFILE SECTION



SANITARY SEWER MANHOLE

DETAIL FOR UNIMPROVED AREAS

Notes:

1. For Type I and Type II maintenance hole structures see S-2 or S-3.
2. Maintenance hole frame and cover to match road grade and cross slope within 0" TO + 1/8".
3. Bolt down frame and cover with four 1/2" x 2-1/2" stainless steel, hex head, recessed cap screws. Secure cover with screws, washers, and rubber gasket seals. Remove bolts upon completion of paving.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

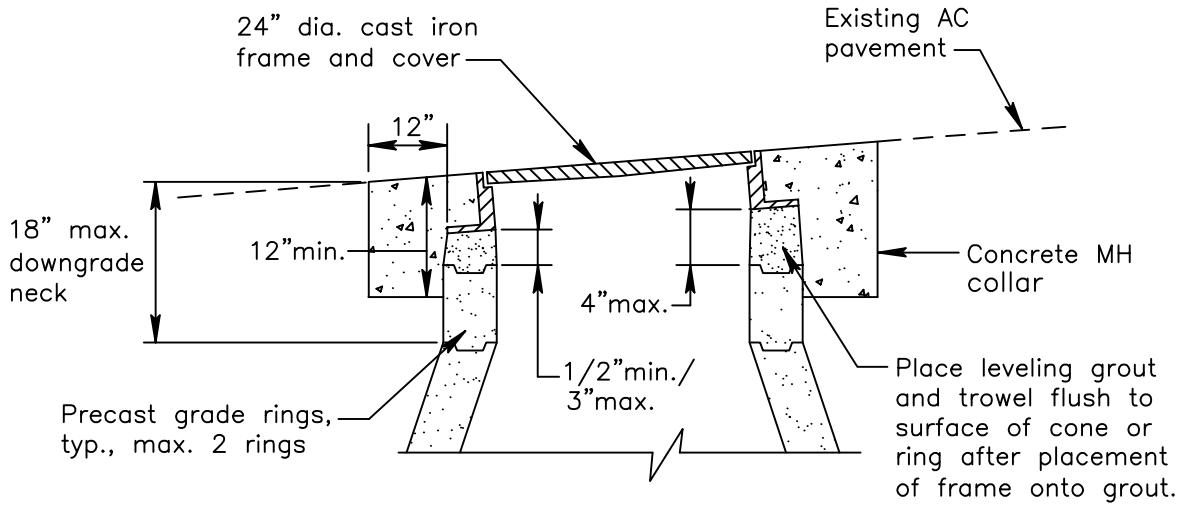
S01.DWG

MAINTENANCE HOLE FRAME AND COVER

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M/W/HI	Date: Sept-22	No.
Ckd: Spec. Committee	Scale: None	S-1A

City Engineer



STREET PROFILE SECTION

Notes:

1. For Type I and Type II maintenance hole structures see S–2 or S–3.
2. Frame and cover shall be installed flush with finish grade +1/8" in paved areas. Frame on other streets and outside crossing zones shall be reset to grade when the the vertical offset is equal to or greater than 3/4".
3. Concrete shall be 7 sack, 1" max aggregate, 4000 psi with 6lbs of lampblack and 1.5lbs of engineered reinforcing fibers (fibermesh or equal) per cubic yard. Concrete shall be poured before 12 noon. Concrete shall be protected with steel trench plates until it can support traffic without damage, 3 days min.
4. When multiple structures are being set to grade work shall be phased so that vehicle traffic doesn't have to weave between obstruction. Coordinate work locations with the City Engineer.
5. Structures lowered for paving operations shall be referenced to points outside the work area so that they can be located accurately after paving. Said structures shall be lowered so that no portion is in conflict with the slowest grading plane. False bottoms shall be installed in all storm and sewage structures prior to lowering and shall be removed immediately after the frame and cover is reinstalled.
6. See Standard Detail G–1E for Arterials and Collectors Location Map

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

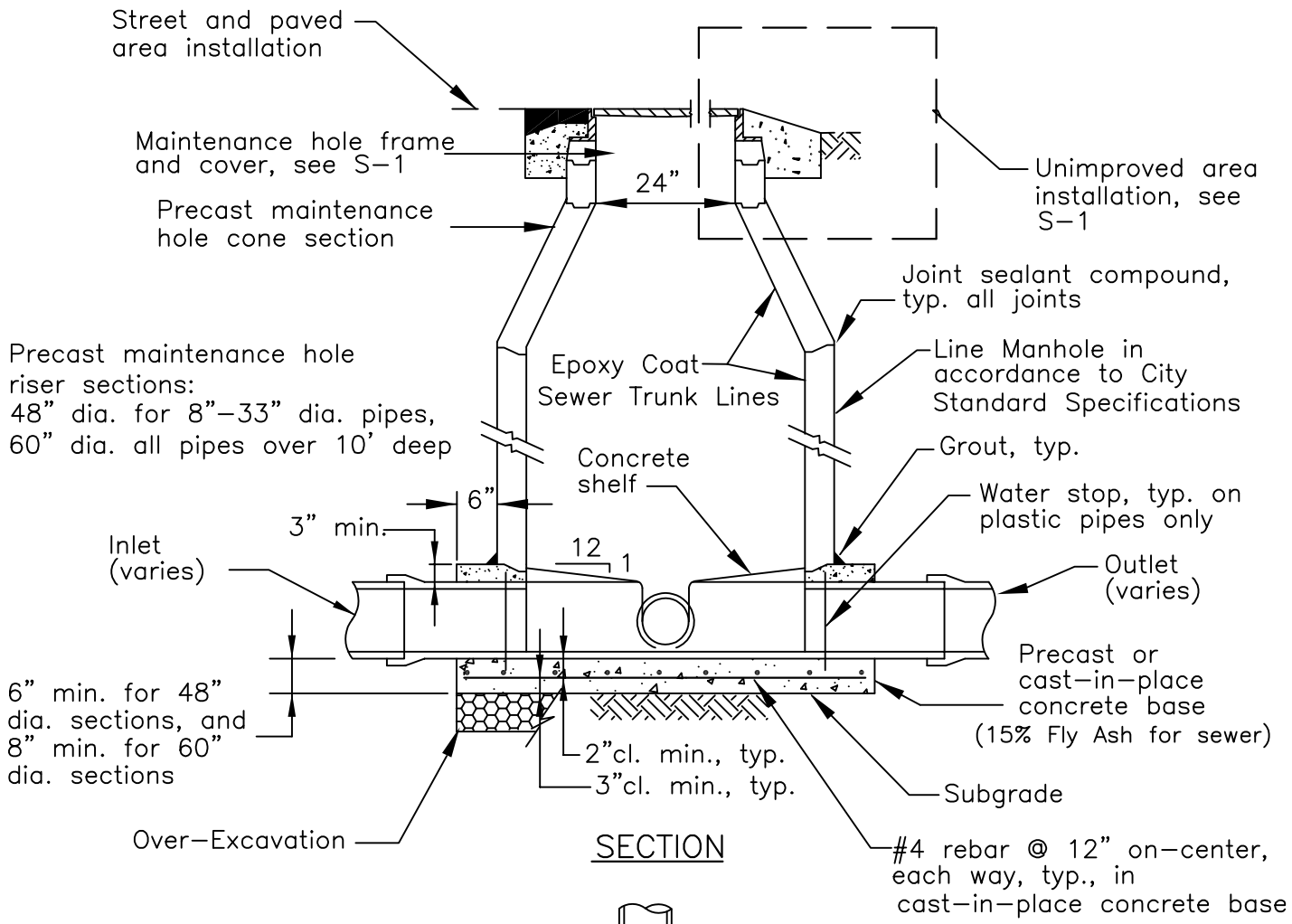
UTILITY FRAME AND COVER ADJUSTMENT FOR ARTERIALS AND COLLECTORS

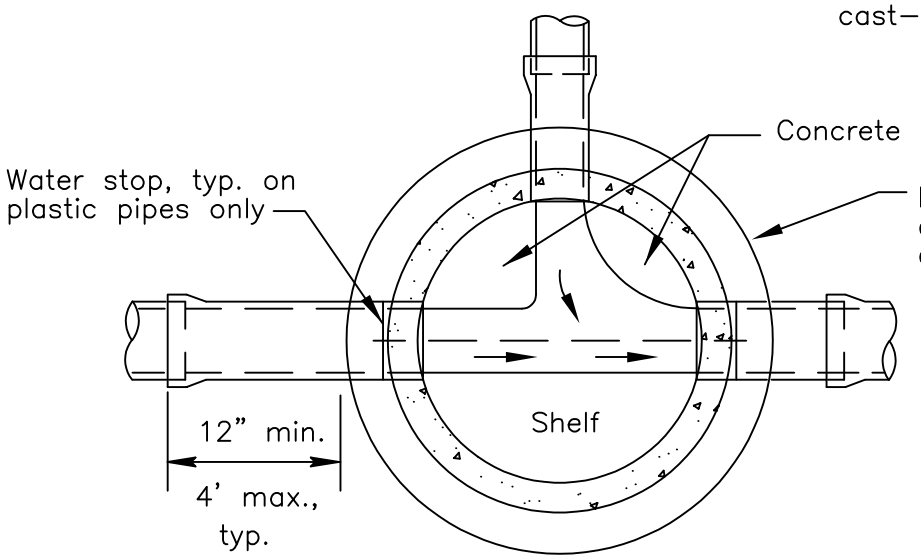
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M/W/HI	Date: May–23	No.
Ckd: Spec. Committee	Scale: None	S–1B

City Engineer

S–1B.DWG





PLAN

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

See S-2B for allowable drop in maintenance hole.

Date:	By:	Rev:

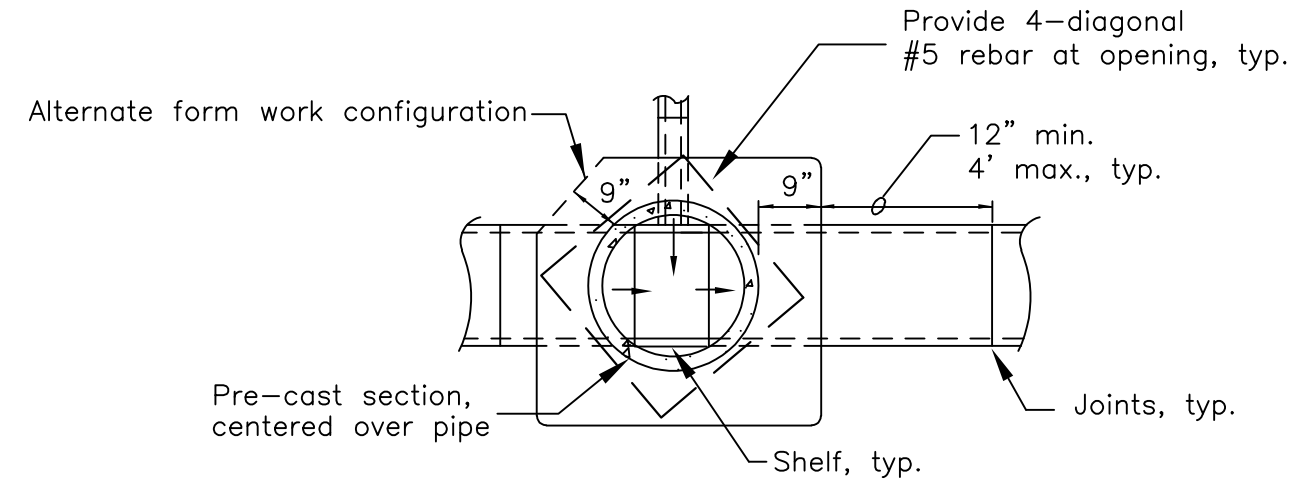
S02A.DWG

TYPE I MAINTENANCE HOLE 8" TO 33" DIA. PIPES

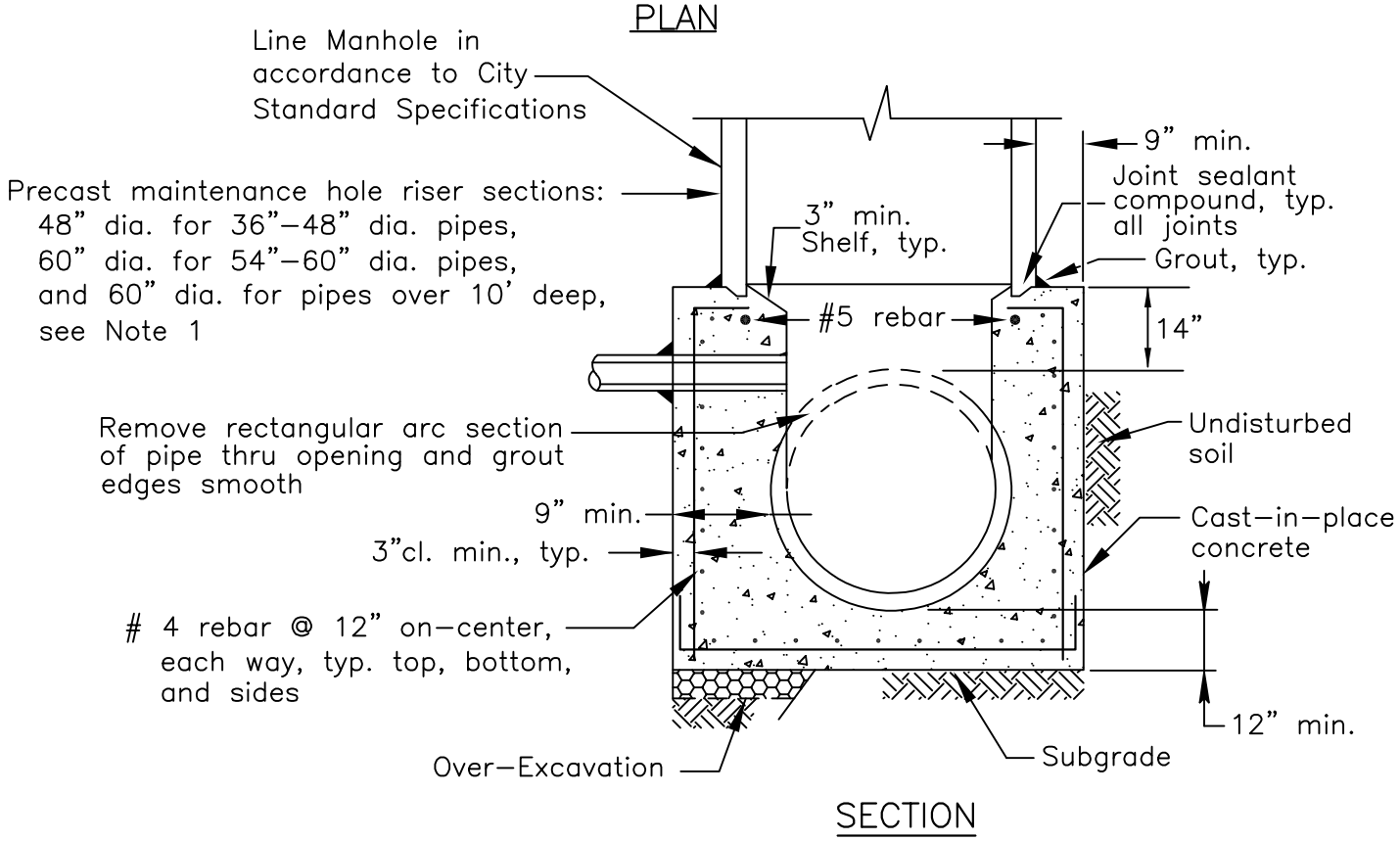
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: May-23	No.
Ckd: Spec. Committee	Scale: None	S-2A

City Engineer



PLAN



SECTION

Notes:

1. See S–2 for Type I maintenance hole requirements and notes.
2. For depths of cover greater than 20 feet or pipes larger than 60" diameter provide special engineered design prepared by licensed Civil Engineer.

User note:

These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

TYPE II MAINTENANCE HOLE 36" TO 60" DIA. PIPES

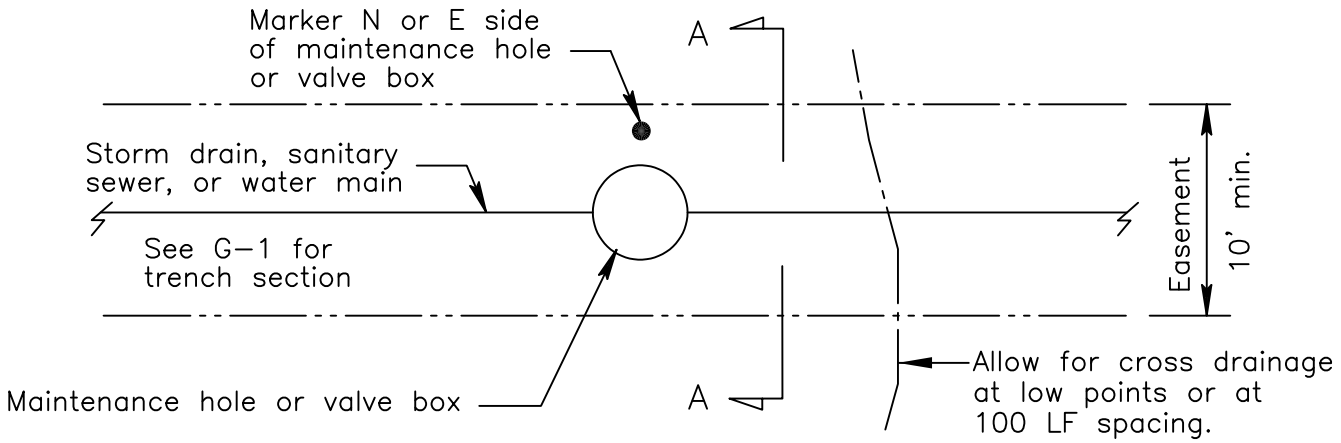
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: May–23	No.
Ckd: Spec. Committee	Scale: None	S–3

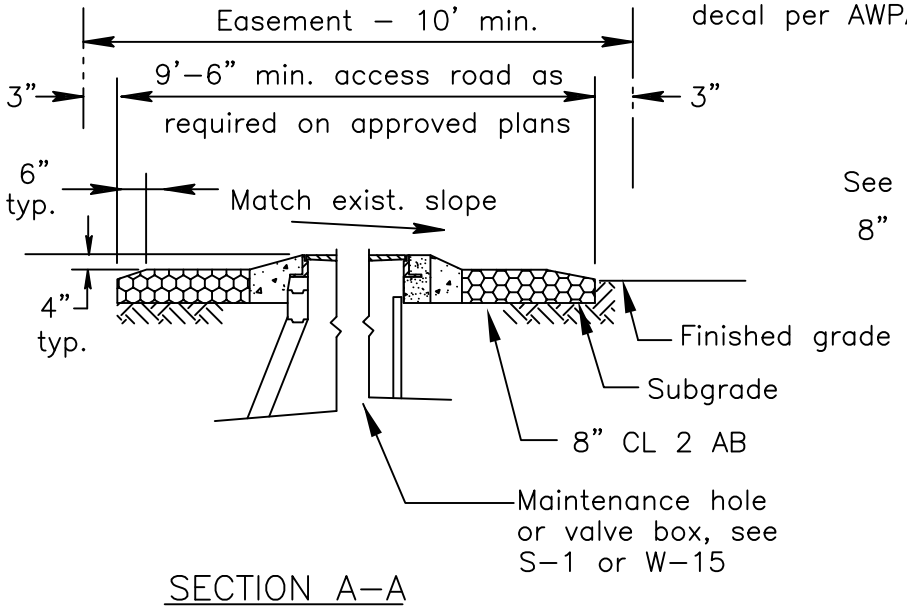
City Engineer

J3.DWG

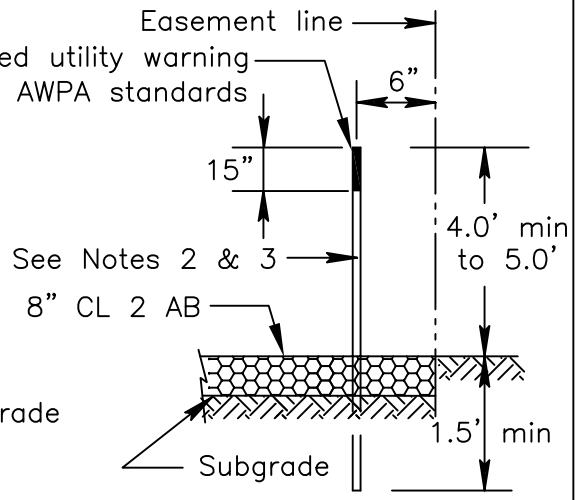
238



PLAN



SECTION A–A



MARKER POST

Notes:

1. Provide locking MH frame and cover with curved, blind pick hole in all unimproved areas.
2. 4" wide 3 rail fiberglass marker post with UV protection coating. marker post to bend over when hit and snap back to normal upright position. Post shall be installed directly into soil and shall be colored per AWPA utility marking colors.
3. Provide Potable and Reclaim Water valve decals on marker post as follows to identify the type of valve: BV (butterfly valve), GV (gate valve), etc., approximately 12" down from the utility warning decal. Letters shall be 3" tall. and match color of the post. The decal background shall be white matching the utility warning label above.
4. Compaction of AB and subgrade shall be to 90% compaction in accordance with ASTM D1557.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

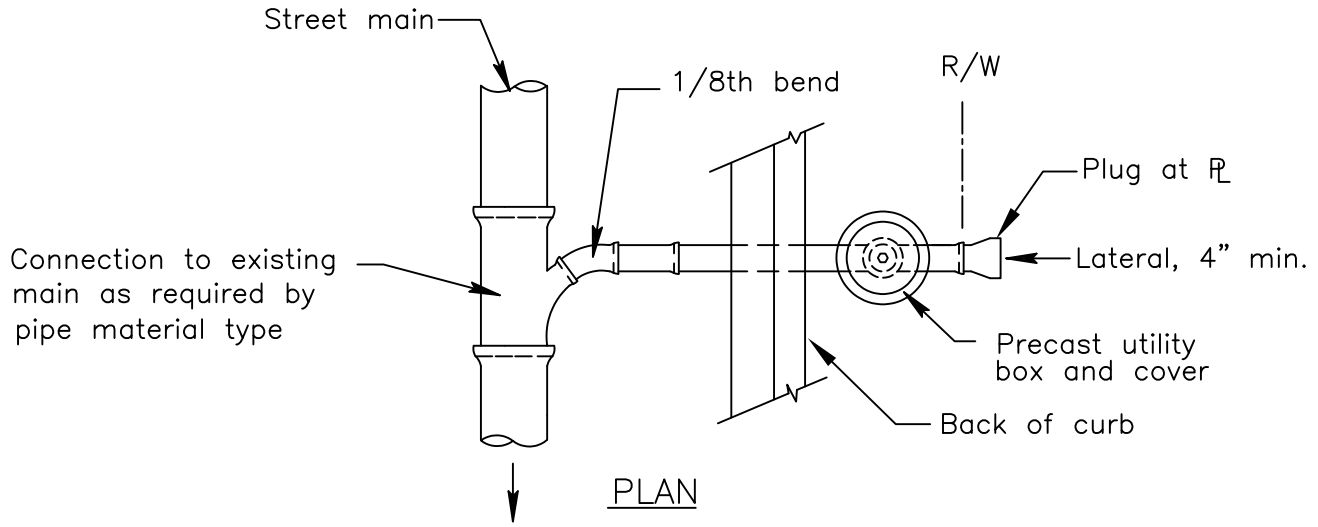
UNIMPROVED AREA UTILITY CONSTRUCTION

CITY OF LIVERMORE
STANDARD DETAIL

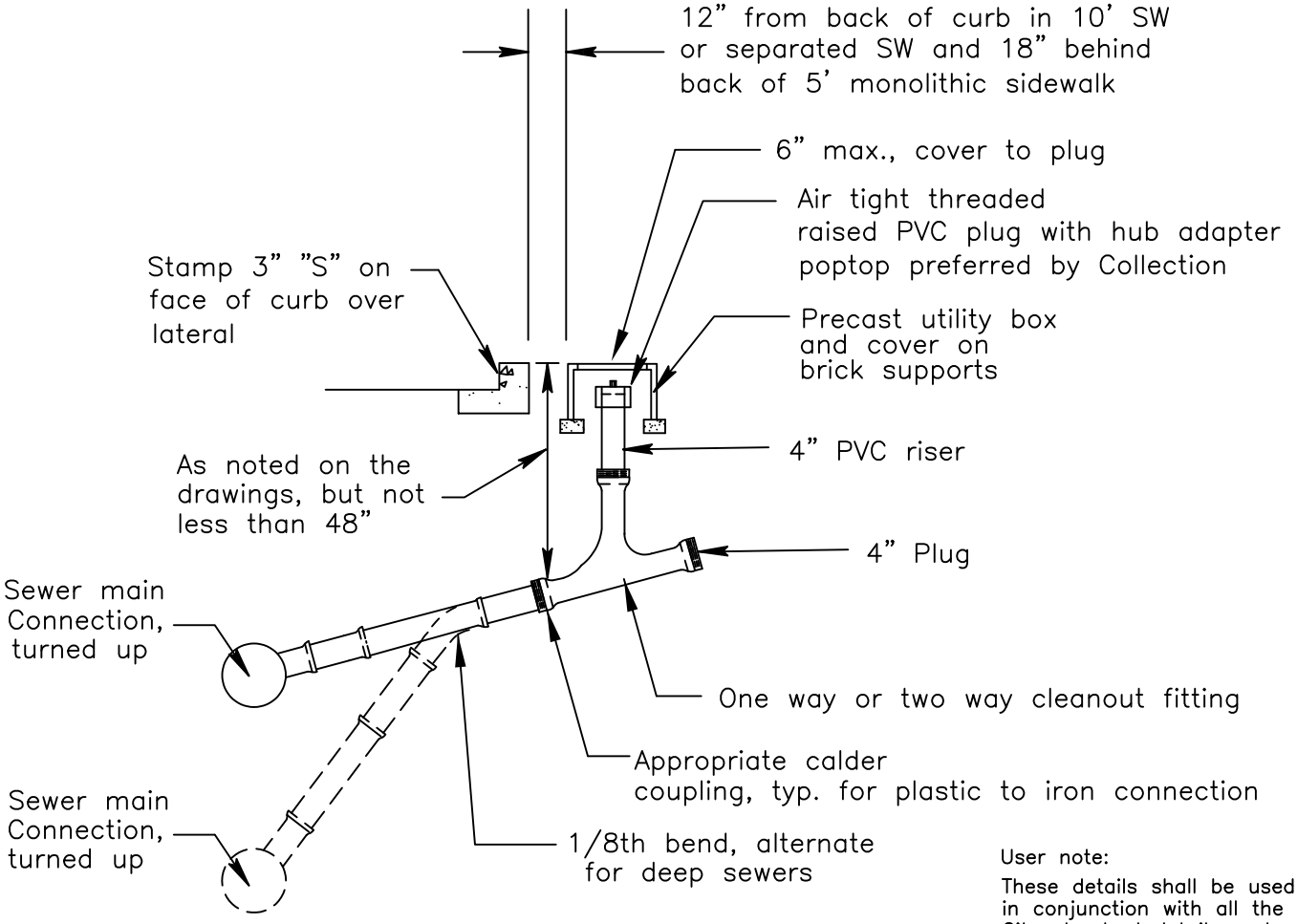
Dwn: W–HI	Date: Dec–22	No.
Ckd: Spec. Committee	Scale: None	S–4

City Engineer

S04.DWG



PLAN



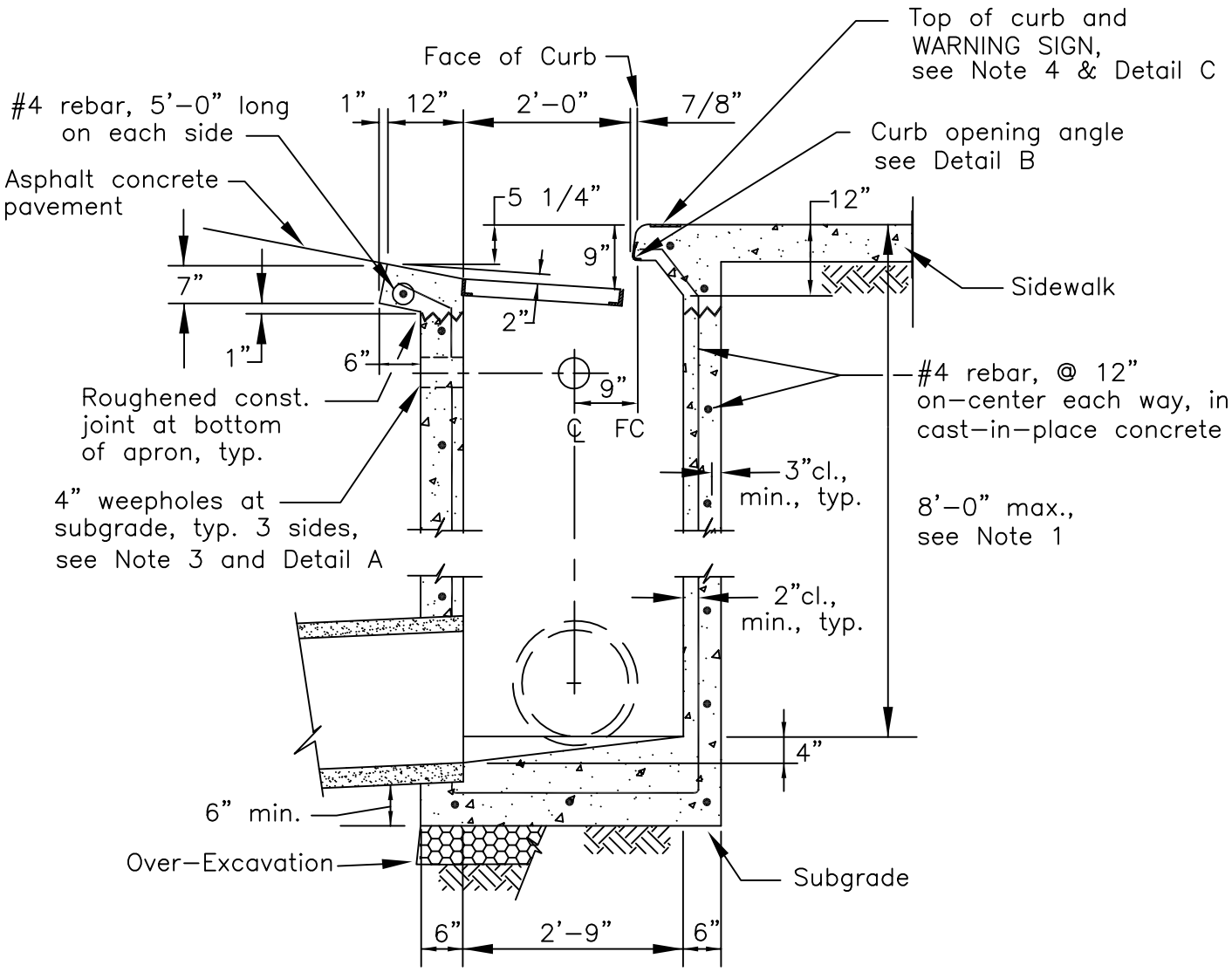
PROFILE

User note:

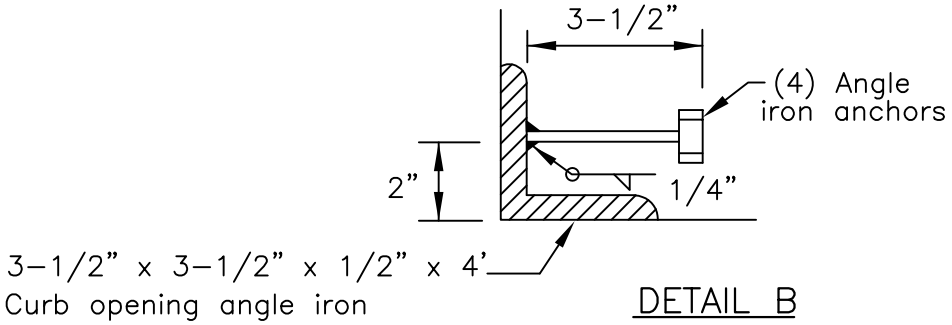
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			SANITARY SEWER LATERAL	CITY OF LIVERMORE STANDARD DETAIL
				Dwn: FY/HI | Date: Dec-22 | No. S-5A
				Ckd: Spec. Committee | Scale: None
				City Engineer
Date:	By:	Rev:		

S05A.DWG



SECTION B–B



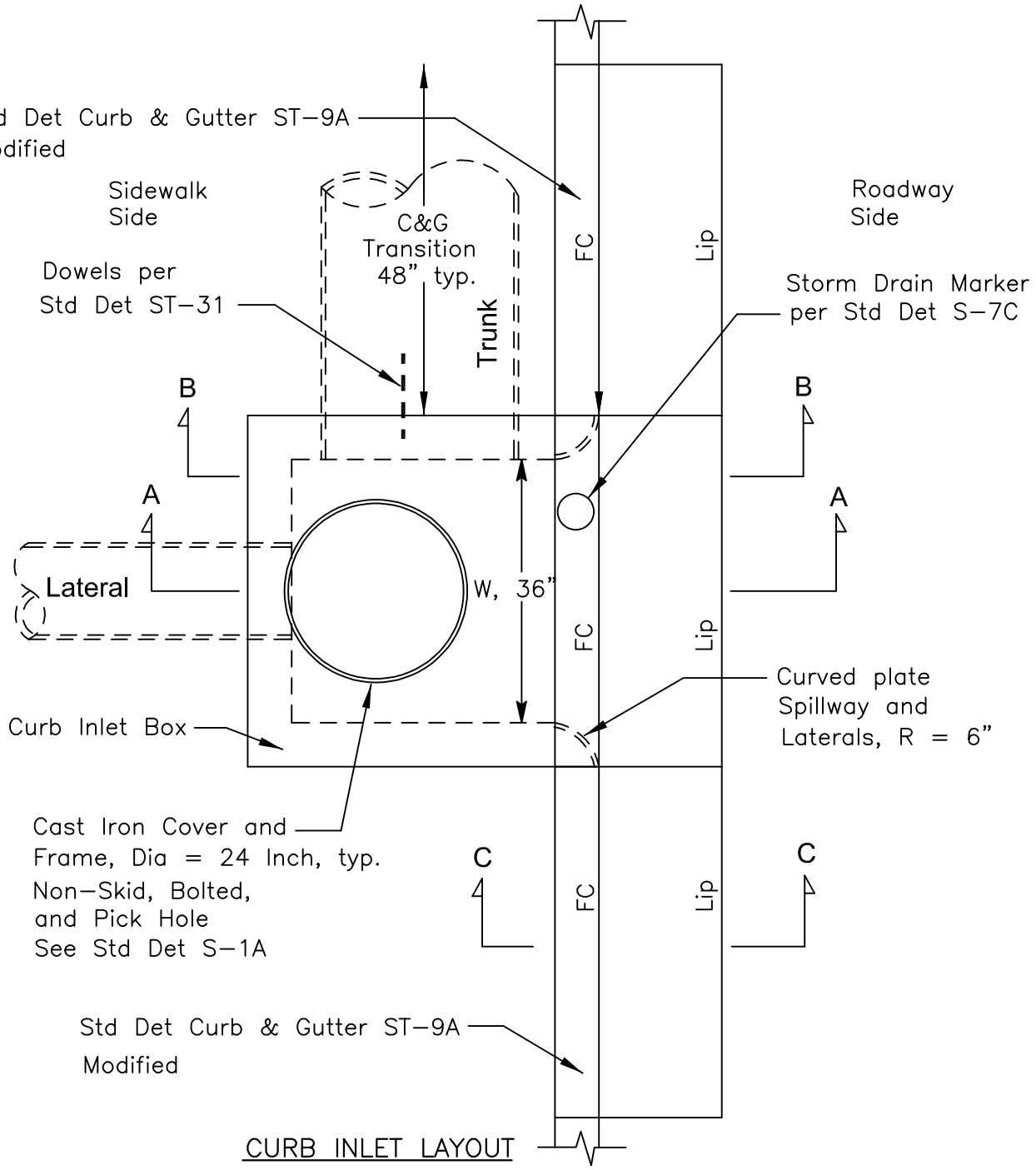
DETAIL B

User note:

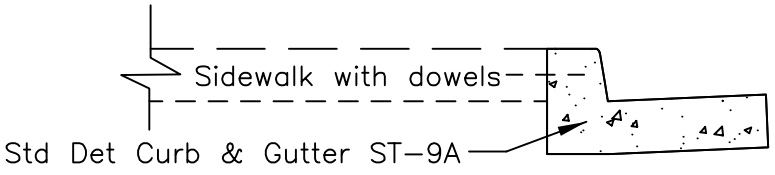
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			STORM WATER CURB INLET TYPE I 12" TO 30" DIA. PIPES	CITY OF LIVERMORE STANDARD DETAIL	
				Dwn: M–W–HI / Date: May 23	No.
				Ckd: Spec. Committee / Scale: None	S–7B
				City Engineer	
Date:	By:	Rev:			

S07B.DWG



CURB INLET LAYOUT



CURB INLET SECTION C-C

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

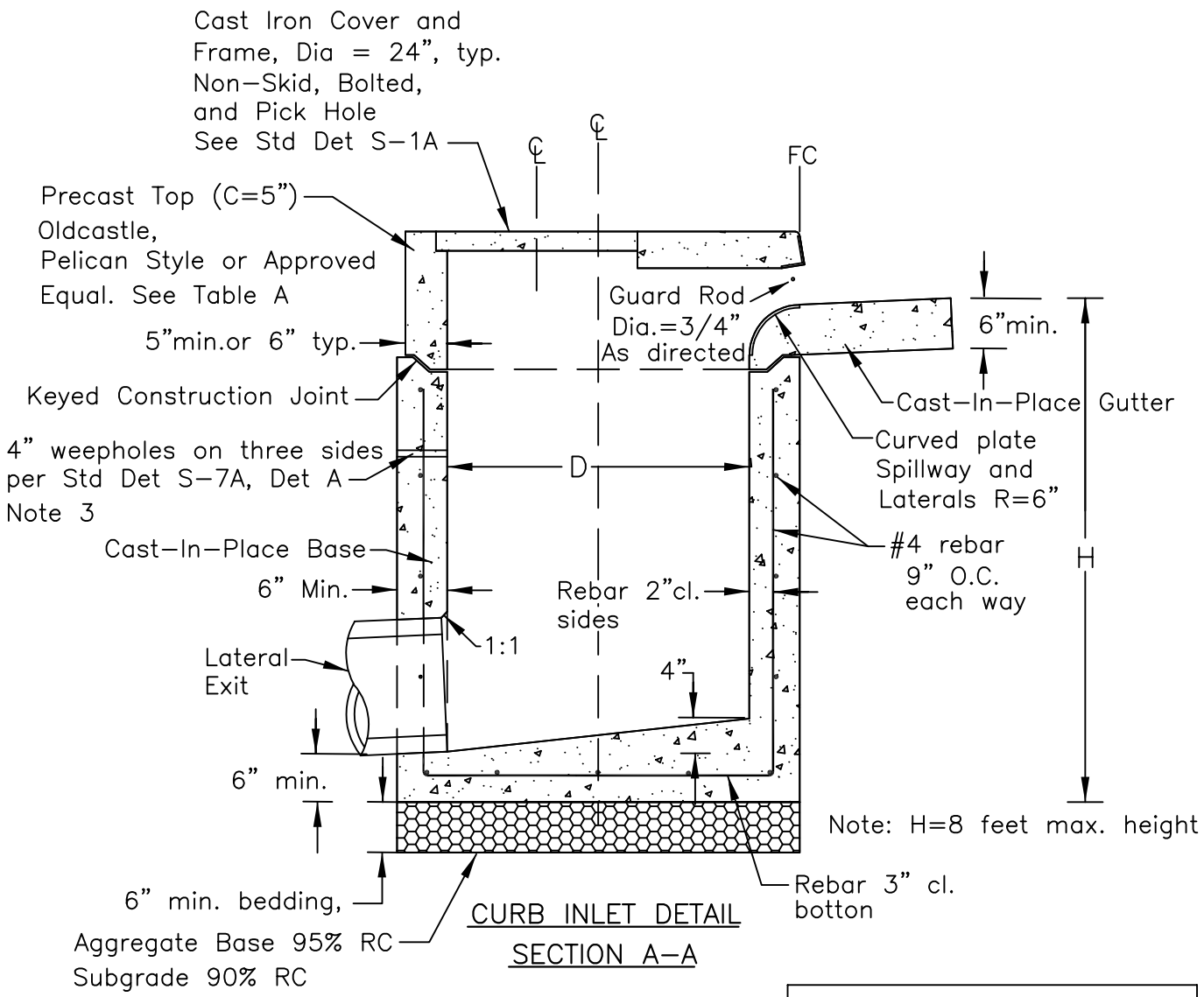
STORM WATER DROP INLET
PREFABRICATED INLET TOP
TYPE III
12" TO 36" DIA. PIPES

CITY OF LIVERMORE
STANDARD DETAIL

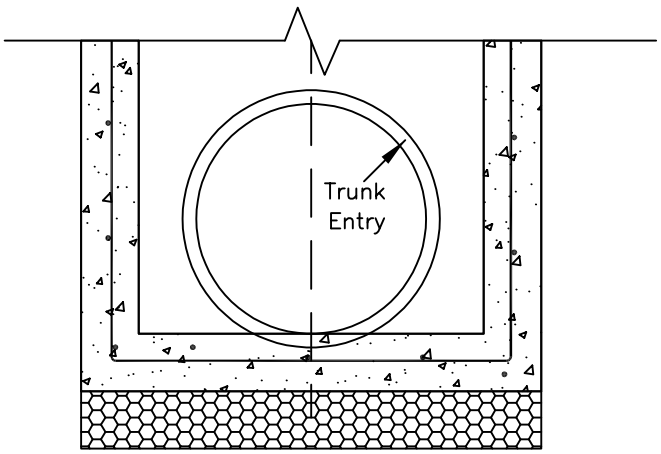
Dwn: HI	Date: May 23	No.
Ckd: Spec. Committee	Scale: None	S-12A

City Engineer

S-12a.DWG



CURB INLET DETAIL
SECTION A-A



CURB INLET DETAIL

TABLE A			
Precast Inlet Top Model or Equal	Wide (W)	Depth (D)	Thick (C)
3AC	36"	36"	6"
4AC	48"	36"	5"

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

STORM WATER DROP INLET
PREFABRICATED INLET TOP
TYPE III
12" TO 36" DIA. PIPES

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: HI	Date: May 23	No.
Ckd: Spec. Committee	Scale: None	S-12B

City Engineer

12b.DWG

CITY OF LIVERMORE

STANDARD DETAILS

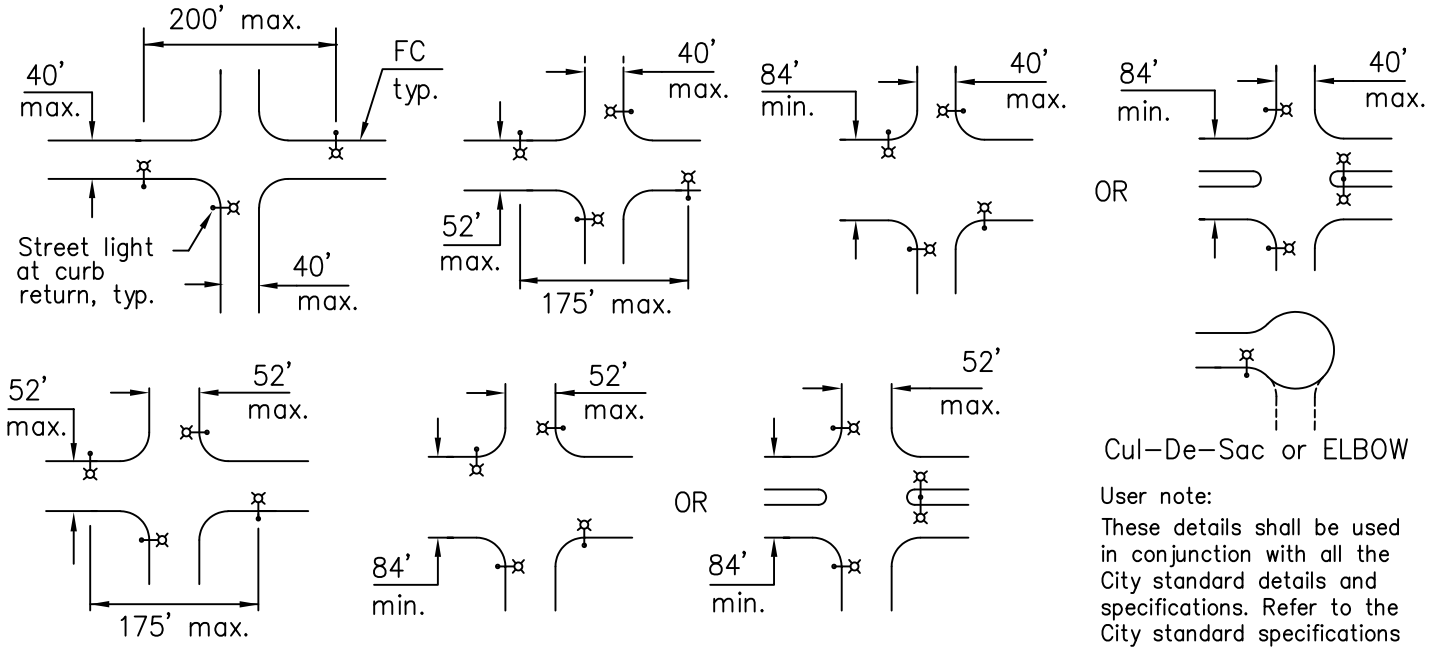
TABLE OF CONTENTS

STREETS - ST

DETAIL NO.	TITLE
ST-1	CUL-DE-SAC, CURB RETURNS, AND ELBOWS; HAMMERHEADS AND TEMPORARY TURNAROUND
ST-2	STREET WIDTHS; PARTIAL STREET SECTION
ST-3	MONOLITHIC SIDEWALK (RESIDENTIAL/INDUSTRIAL)
ST-4	SEPARATED SIDEWALK AND DRIVEWAY (RESIDENTIAL)
ST-5	SIDEWALK (COMMERCIAL/INDUSTRIAL)
ST-6	DRIVEWAY (STREET-LEVEL)
ST-7	DRIVEWAY (RESIDENTIAL)
ST-8	DRIVEWAY (COMMERCIAL/INDUSTRIAL)
ST-9	CURB & GUTTER, MEDIAN CURB
ST-10	TEXTURED CONCRETE PAVING
ST-11	STREET SECTION
ST-12	UTILITY LOCATIONS
ST-13	MONUMENT
ST-14	STANDARD STREET LIGHT; DECORATIVE STREET LIGHT
ST-15	BUS TURNOUT
ST-16	VALLEY GUTTER
ST-17	ROADSIDE SIGN/POST INSTALLATION
ST-18	STREET NAME SIGN AND W14-2a SPECIAL SIGN
ST-19	NUMBER NOT USED
ST-20	PRIVATE PROPERTY/CITY OFF-STREET SIGNS
ST-21	BARRICADES
ST-22	MEDIAN CONSTRUCTION
ST-23	REMOVABLE BOLLARD
ST-24	MAIL BOX INSTALLATION
ST-25	PAVEMENT WIDENING, CONNECTIONS; OVERLAY
ST-26	CROSSWALK/STOP BAR INSTALLATION
ST-27	BIKE LANES
ST-28	SIDEWALK DRAIN (RESTORATION OF EXISTING FACILITIES)
ST-29	CHAIN LINK FENCE
ST-30	PEDESTRIAN WALKWAY
ST-31	SIDEWALK REPAIR
ST-32	SIDEWALK GRINDING REPAIR
ST-33	SIDEWALK REPAIR CRITERION
ST-34	SPEED LUMPS
ST-35	SPEED TABLE CROSSWALK

MAXIMUM STREET WIDTH (FC TO FC)	MEDIAN WIDTH	STREET LIGHT			
		LOCATION	PATTERN	MAXIMUM SPACING	LED LUMINAIRE
40'	0	roadside	staggered	* 200'	LEOTEK Green Cobra GCJ1–30J–MV–40K–2R–045 With house side shield or approved or approved equal(Max Wattage–25W Min Delivered Lumens–3900 Lm)
52'	0	roadside	staggered	* 175'	
84'	16'	roadside	staggered	160' each side	LEOTEK Green Cobra GCJ1–30J–MV–40K–2R–055 approved equal(Max Wattage–34W Min Delivered Lumens–5400 Lm)
		median	dual arm centered	200'	
96'	28'	roadside	staggered	160' each side	
		median	dual arm centered	180'	
108'	16'	roadside	staggered	200' each side	LEOTEK Green Cobra GCJ3–30J–MV–40K–2R–095 approved equal(Max Wattage–67W Min Delivered Lumens–9300 Lm)
		median	dual arm centered	200'	
120'	28'	roadside	staggered	200' each side	
		median	dual arm centered	200'	

* NOTE: The maximum street light spacing may be increased by 40% on industrial streets up to 52' wide.



MINIMUM INTERSECTION AND CUL–DE–SAC LIGHTING REQUIREMENTS

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

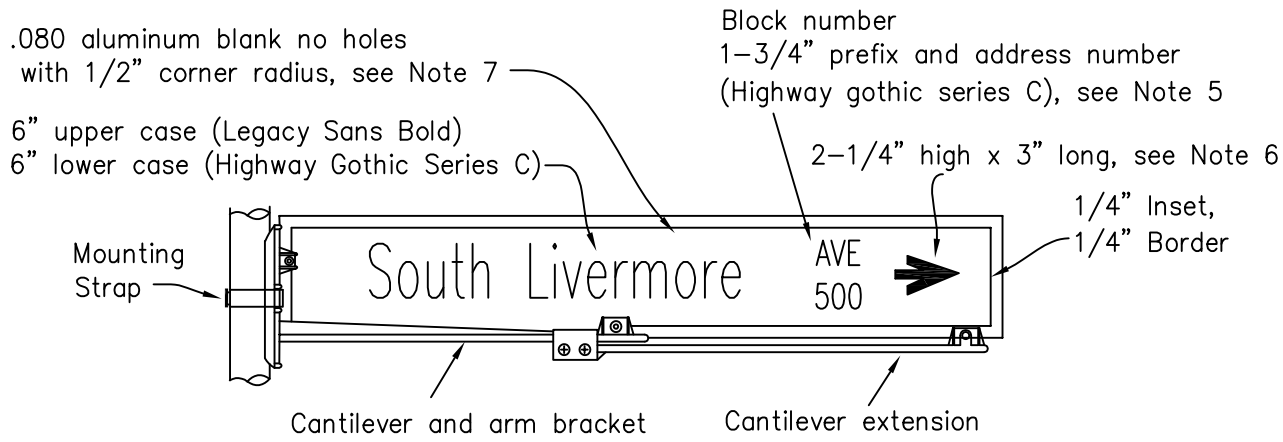
ST14B.DWG

STANDARD STREET LIGHT LAYOUT

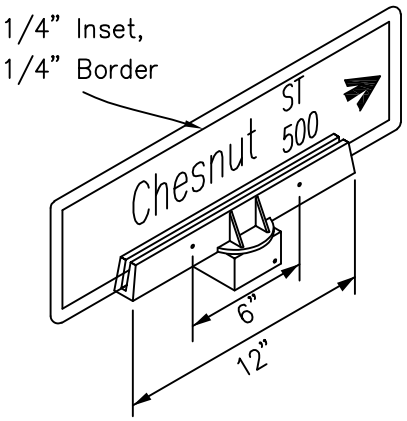
CITY OF LIVERMORE
STANDARD DETAIL

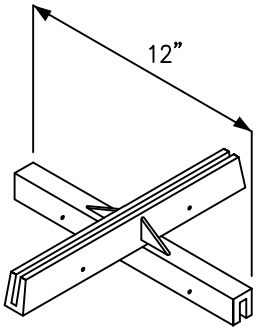
Dwn: KY/HI	Date: Sept–22	NO.
Ckd: Spec. Committee	Scale: NONE	ST–14B

City Engineer

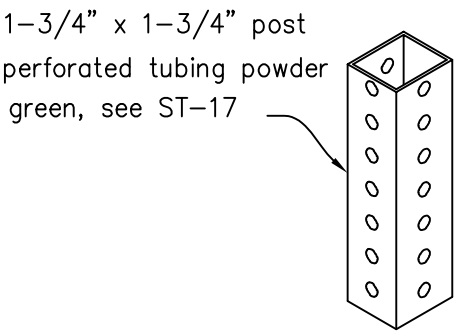


STREET NAME SIGN INSTALLATION ON A STREET LIGHT





90 DEGREE CROSSPIECE 12"

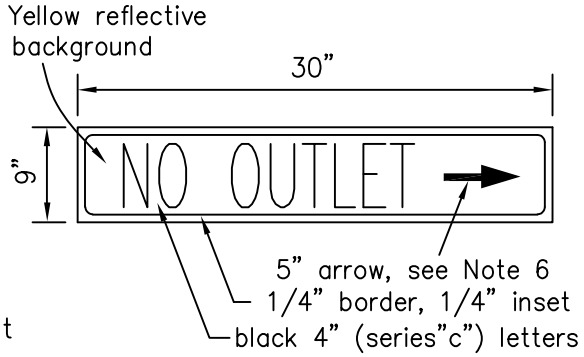


POST

NOTES:

1. Reflective sheeting material 3M DG3 4090 white.
   Electro cut film 3M 1177c green reserve weed.
2. See ST-17 for pole installation.
3. Bottom of lowest sign on post to be 8'-0" min. above finish grade, and bottom of lowest sign on street light to be 10'-0" above finished grade.
4. Signs shall be installed 18" behind face of curb or 6" behind 5' monolithic sidewalk.
5. Block number to denote highest address number adjacent to intersection by hundreds (or by tens if applicable).
6. Arrow to point in direction of increase in address. Omit arrow if the street does not continue in the direction of increase.
7. The size of the street name sign blank depends on how many letters are in the name:

24" x 9 "	1-5 letters
30" x 9 "	6-8 letters
36" x 9 "	9-12 letters
42" x 9 "	13+ letters



W14-2a SPECIAL

W14-2a (Rt) SPECIAL SHOWN

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

STREET NAME SIGN AND W14-2a SPECIAL SIGN

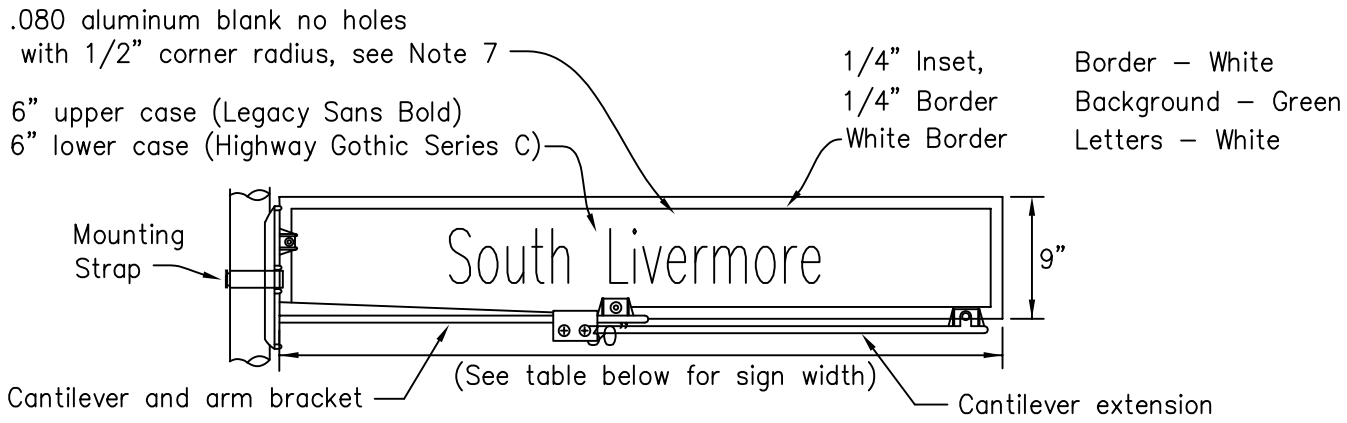
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Apr-23	NO.
Ckd: Spec. Committee	Scale: NONE	ST-18A

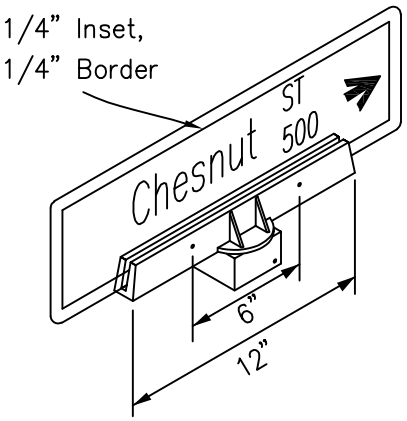
City Engineer

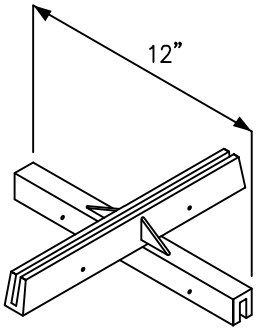
T18.DWG

246

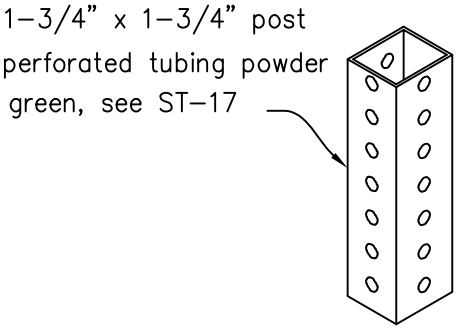


STREET NAME SIGN INSTALLATION ON A STREET LIGHT





90 DEGREE CROSSPIECE 12"
(Use this mount)

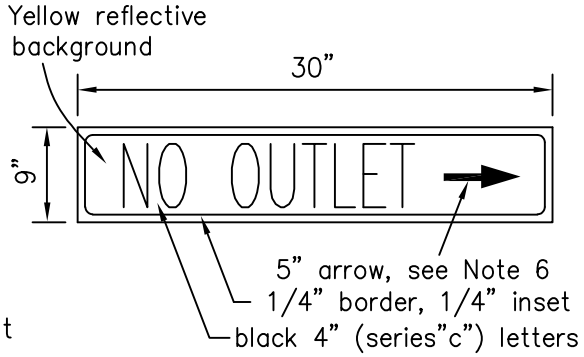


POST

NOTES:

1. Reflective sheeting material 3M DG3 4090 white.
   Electro cut film 3M 1177c green reserve weed.
2. See ST–17 for pole installation.
3. Bottom of lowest sign on post to be 8'–0" min. above finish grade, and bottom of lowest sign on street light to be 10'–0" above finished grade.
4. Signs shall be installed 18" behind face of curb or 6" behind 5' monolithic sidewalk.
5. Block number to denote highest address number adjacent to intersection by hundreds (or by tens if applicable).
6. Arrow to point in direction of increase in address. Omit arrow if the street does not continue in the direction of increase.
7. The size of the street name sign blank depends on how many letters are in the name:

24" x 9 "	1–5 letters
30" x 9 "	6–8 letters
36" x 9 "	9–12 letters
42" x 9 "	13+ letters



W14–2a SPECIAL
W14–2a (Rt) SPECIAL SHOWN

User note:
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Date	By	Rev.

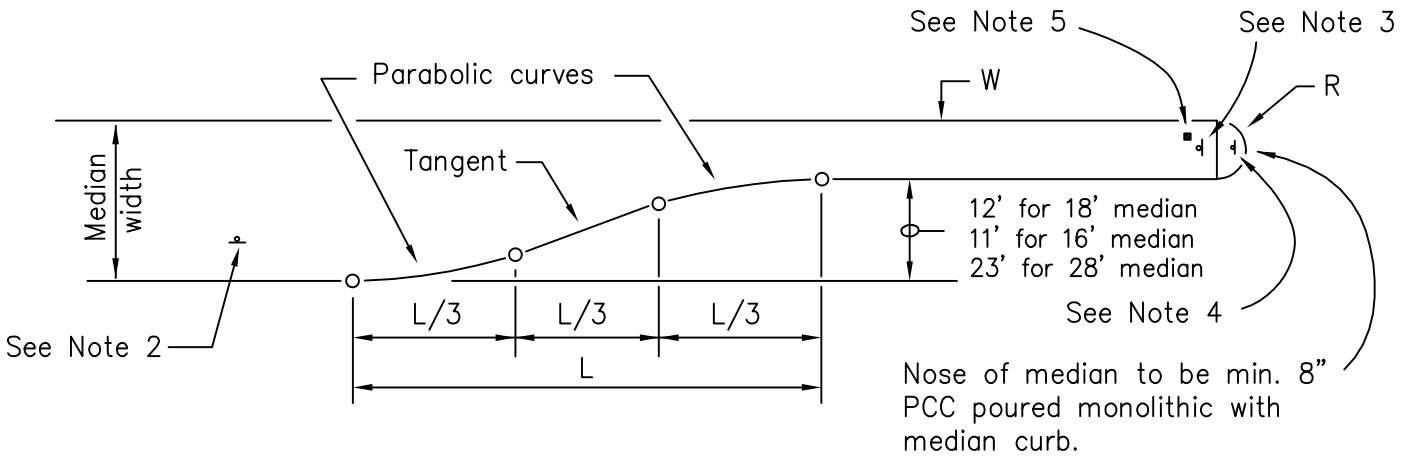
STREET NAME SIGN (DOWNTOWN CORE) AND W14–2a SPECIAL SIGN

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Apr–23	NO.
Ckd: Spec. Committee	Scale: NONE	ST–18B

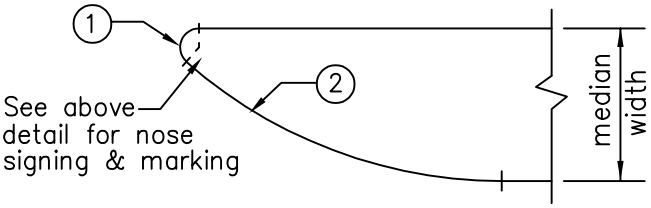
City Engineer

T18.DWG



L=length of taper			Offset distance for lane width of...		
60'	90'	120'			
dist. from beg. of taper			10'	11'	12'
5	7.5	10	.16	.17	.19
10	15.0	20	.62	.69	.75
15	22.5	30	1.41	1.55	1.69
20	30.0	40	2.50	2.75	3.00
30	45.0	60	5.00	5.50	6.00
40	60.0	80	7.50	8.25	9.00
45	67.5	90	8.59	9.45	10.31
50	75.0	100	9.38	10.31	11.25
55	82.5	110	9.84	10.83	11.81
60	90.0	120	10.00	11.00	12.00

median width	W	R
16'	5'	2.5'
18'	6'	3'
28'	5'	2.5'



MEDIAN WIDTH	CURVE # 1 DATA			CURVE # 2 DATA		
	R	DELTA	L	R	DELTA	L
16'	2'	138° 35' 25"	4.84'	50'	41° 24' 35"	36.14'
18'	2'	139° 43' 28"	4.87'	60'	40° 34' 02"	42.48'
28'	4'	134° 11' 04"	9.38'	70'	45° 48' 56"	55.79'

Notes

1. See Notes 3, 4, and 5
2. R= Radius; Delta= internal angle; L= Length of curve
3. In the presence of roadway features, such as curves, which would affect the layout of the median, see the drawing for layout data.

MEDIAN NOSE OPPOSITE A LEFT TURN LANE

NOTES:

1. See ST-2A thru ST-2C for street widths, ST-9B for median curb, and ST-17 for roadside sign/pole installation.
2. Install R6-1 (rt) opposite driveways as directed by the Engineer.
3. Install R4-7 ; bottom of sign 5' above median surface, 4' from nose of median, as directed by the Engineer.
4. Install Type K reflector, with 8" anchor, 18" from nose of median. Paint nose w/ reflective yellow paint, as directed by the Engineer.
5. All boxes installed in nose of median to be 5' from end of PCC concrete nose.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

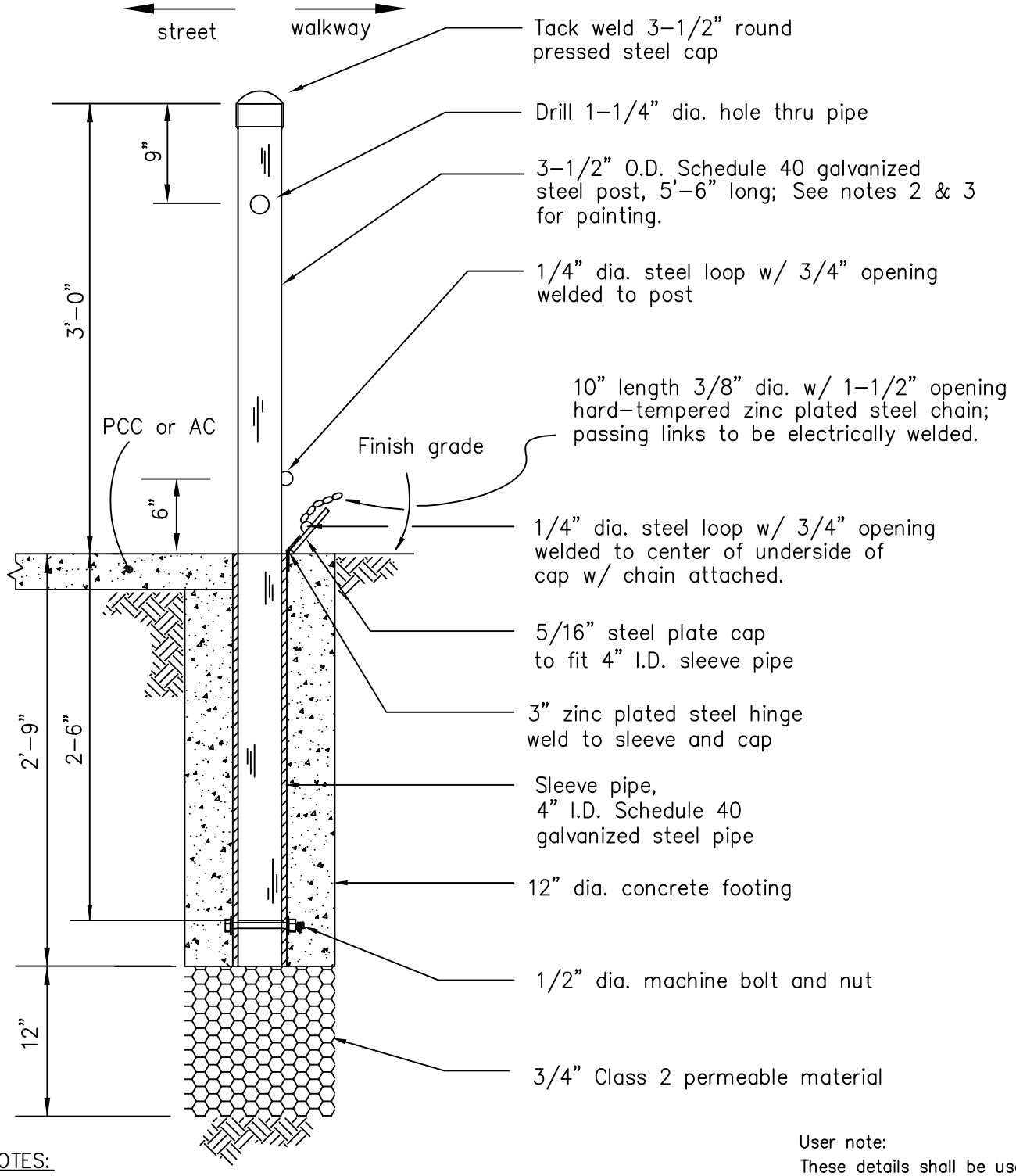
MEDIAN CONSTRUCTION

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Apr-23	NO.
Ckd: Spec. Committee	Scale: NONE	ST-22

City Engineer

DWG 248



NOTES:

1. Locate all underground utilities prior to excavating post footing.
2. Prime all metal with one coat of galvanize–compatible primer and two coats of white industrial enamel.
3. Apply two 3" wide strips of reflectorized yellow tape. Provide a 3" gap between each strip.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

ST23.DWG

REMOVABLE BOLLARD

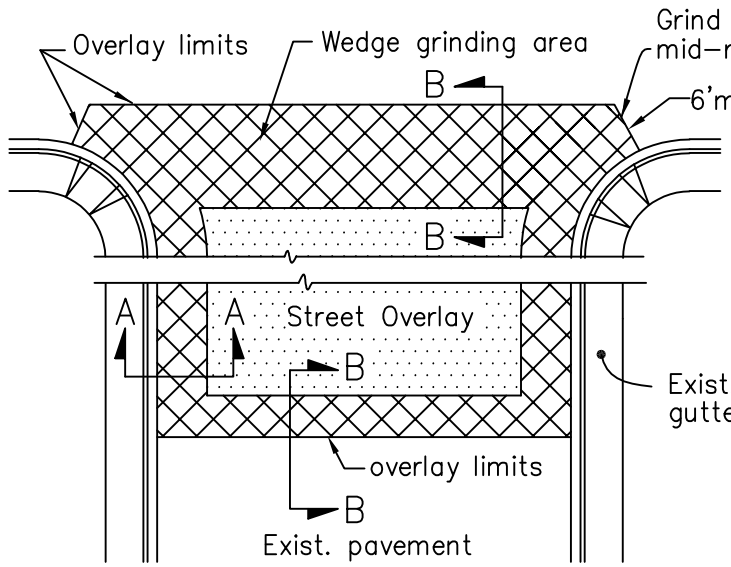
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Apr–23	NO.
Ckd: Spec. Committee	Scale: NONE	ST-23

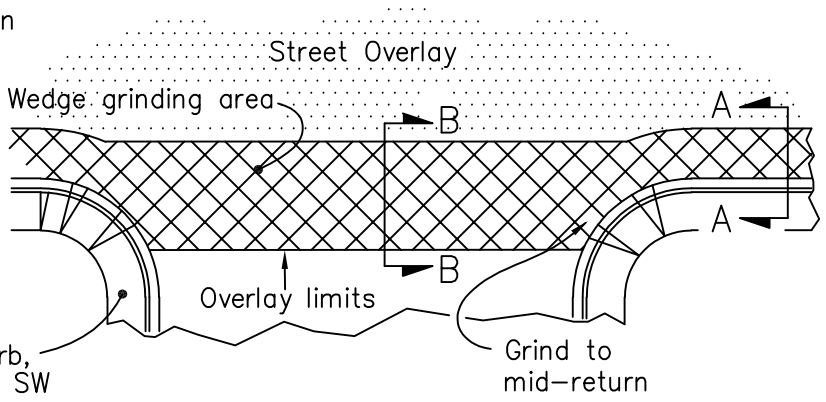
City Engineer

Rev.	By	Date

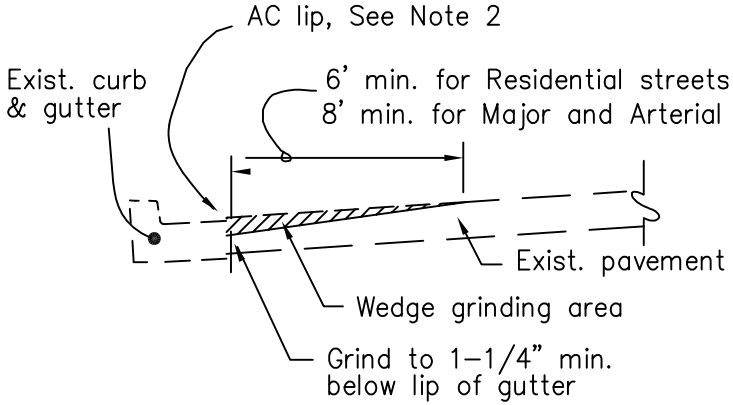
PAVEMENT OVERLAY



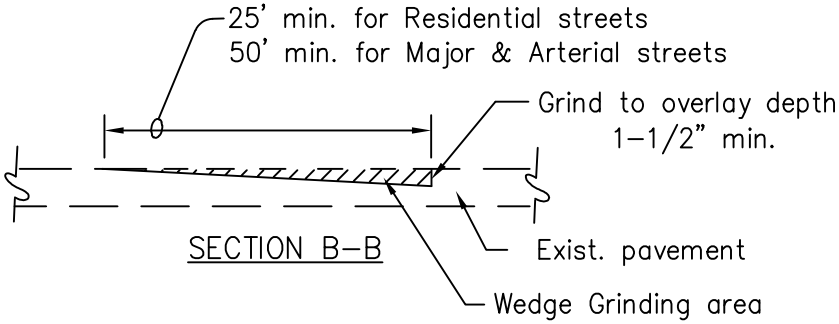
Grind to lip of valley gutter where applicable



Grinding Detail at Intersections



SECTION A–A



SECTION B–B

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Notes:

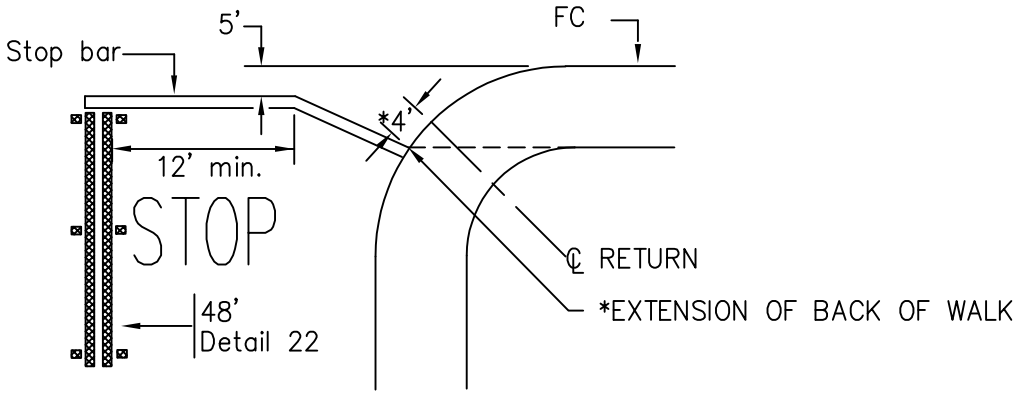
1. Wedge grinding shall taper from depth specified to 0".
2. Place AC at gutter to 1/4" above lip.
3. At curb with no gutter, grind to 2" depth at face of curb and pave to grades specified by Engineer in field.
4. Break overlay at grinding so that min. 1–1/4" thickness is achieved.
5. In conform and grinding areas, existing utility and monument frames and covers shall be lowered first before grinding and then raised to finished grade after paving.
6. Wedge grinding shall be extended in front of new curb ramp and curb & gutter reconstruction.

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Sept–22	NO.
Ckd: Spec. Committee	Scale: NONE	ST–25B

City Engineer

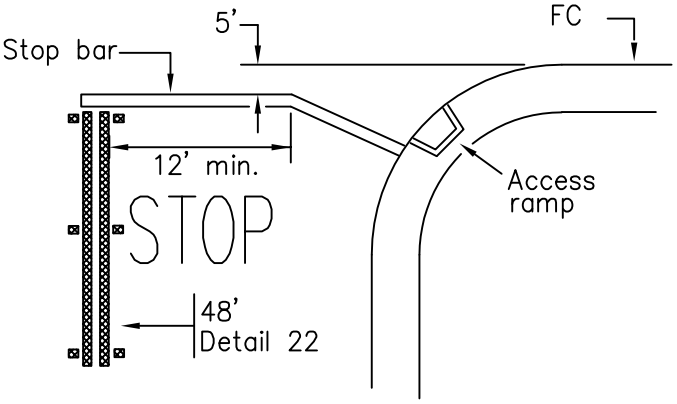
EXHIBIT A



STOP BAR AT INTERSECTION

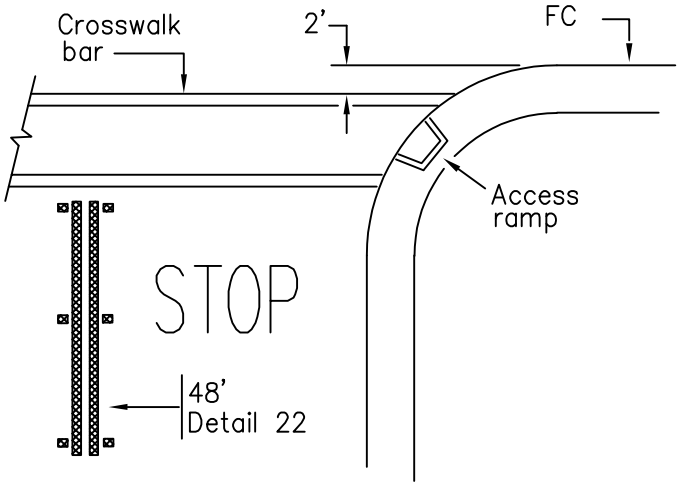
NO ACCESS RAMP

* STOP BAR SHALL ANGLE TO GUTTER EITHER AT 4' FROM ℄ OF RETURN OR AT EXTENSION OF BACK OF WALK, WHICHEVER IS GREATER.



STOP BAR AT INTERSECTION

W/ ACCESS RAMP



CROSSWALK

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

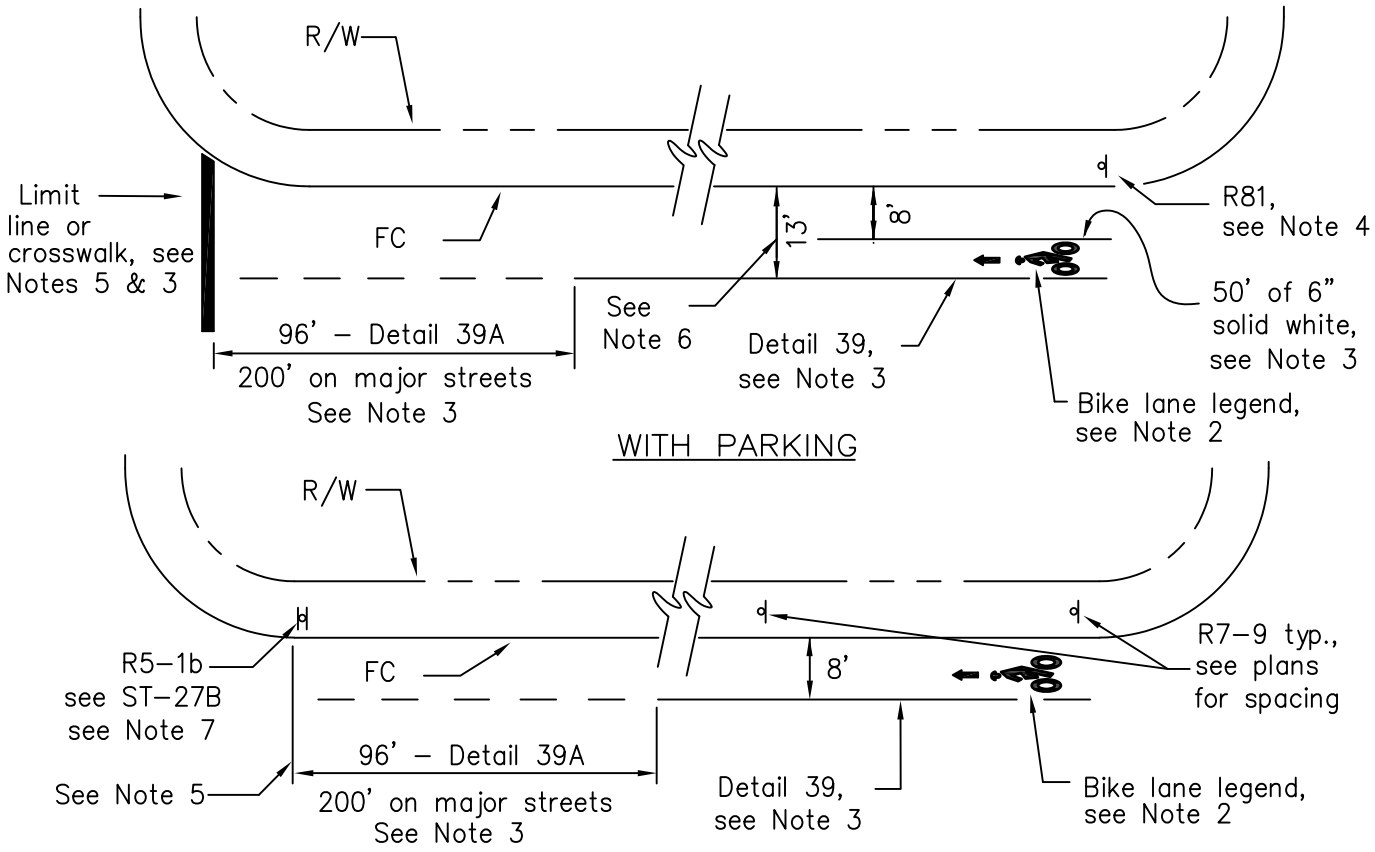
ST26.DWG

CROSSWALK/STOP BAR INSTALLATION

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/HI	Date: Sept-22	NO.
Ckd: Spec. Committee	Scale: NONE	ST-26

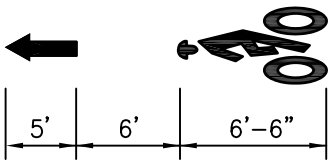
City Engineer



WITHOUT PARKING

NOTES:

1. See Detail ST–17 for sign pole installation.
2. Bike Lane legend shall be per Caltrans Standard Plans A24A "Bike Lane Arrow", and A24C "Bike Lane Symbol with Person". Bike lane legends shall be installed using a specialized crushed glass thermoplastic composition per the specifications.
3. All striping to be white thermoplastic.
4. Install 12"x8" R81 signs at the beginning of bike lane at all major street intersections and at 1/2 mile maximum spacing. Install legends at the beginning of the bike lane at all intersections and 1/2 mile maximum spacing.
5. At crosswalk or limit line, extend Detail 39A to line; otherwise terminate at curb return.
6. Parking plus Bike Lane width may be reduced to 12' in special cases, if approved by the Engineer.
7. On major streets, install R5–1b back to back with the last R7–9 on each block.



BIKE LEGEND DETAIL

Legend type	Legend area
	7 SF
	7 SF
total:	14 SF

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

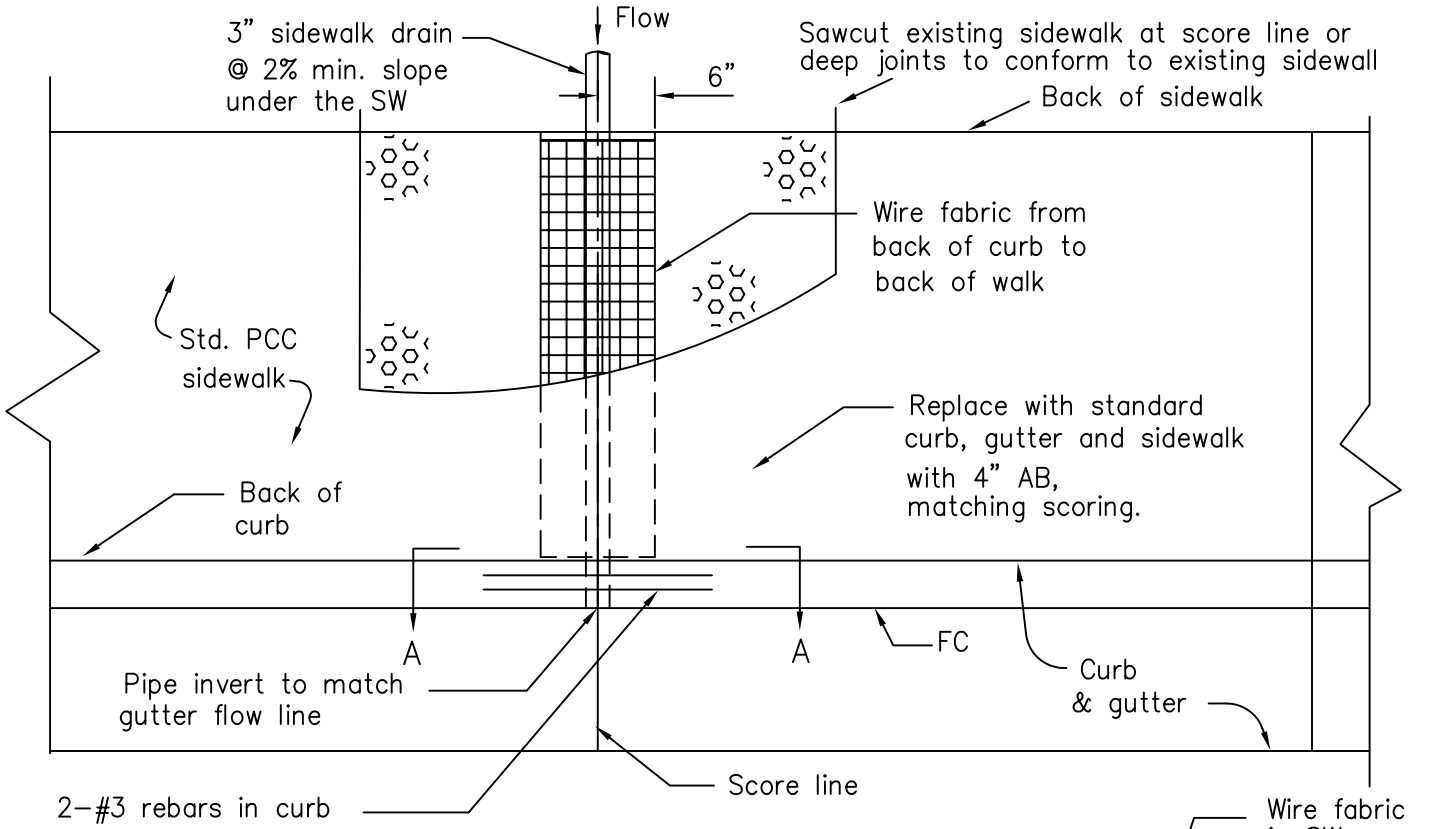
BIKE LANES

CITY OF LIVERMORE
STANDARD DETAIL

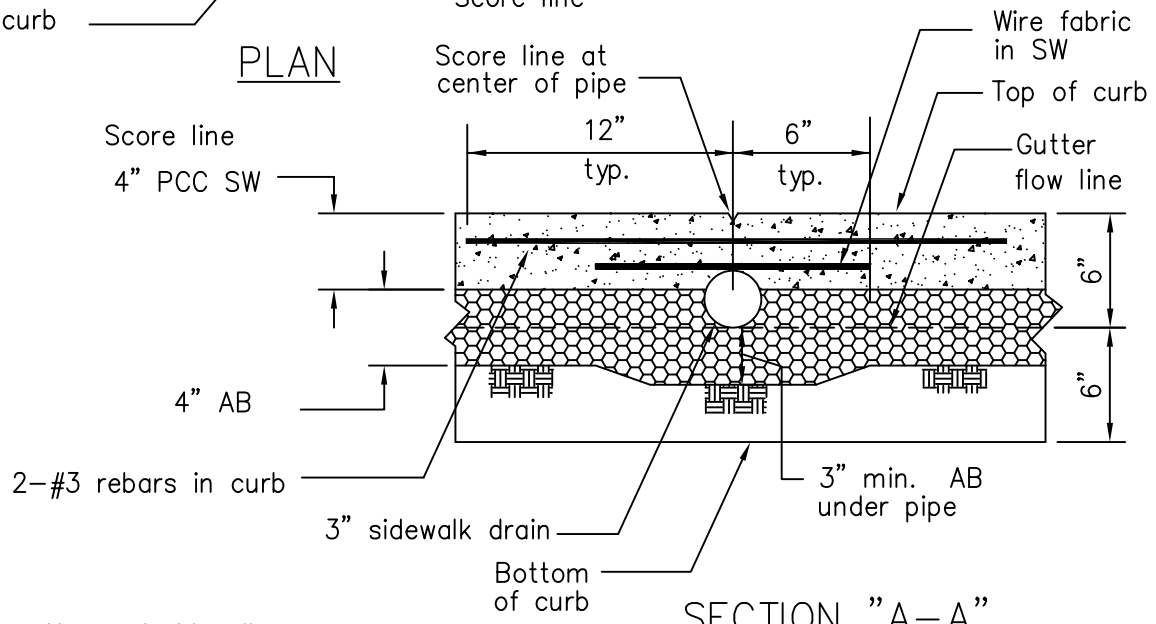
Dwn: KY/KR/JV/HI	Date: Sept–22	NO.
Ckd: Spec. Committee	Scale: NONE	ST–27

City Engineer

ST27.DWG



PLAN



SECTION "A-A"

NOTES:

1. Standard curb, gutter and sidewalk:
   a. See ST-3, 4, & 5 for sidewalks.
   b. See ST-9A for curb and gutter.
2. Minimum 4" between pipes in multiple installations.
3. Sidewalk drain may not be installed within driveway approach (top of flare) .
4. Sidewalk drain to be perpendicular to face of curb.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

SIDEWALK DRAIN

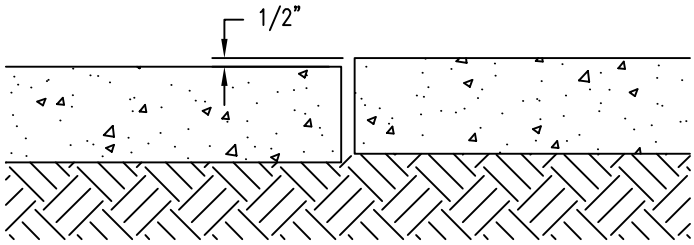
(FOR RESTORATION OF EXISTING FACILTIES)

CITY OF LIVERMORE
STANDARD DETAIL

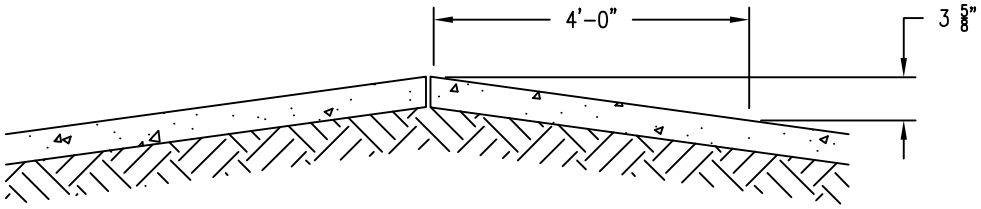
Dwn: KY/HI	Date: Dec-23	NO.
Ckd: Spec. Committee	Scale: NONE	ST-28

City Engineer

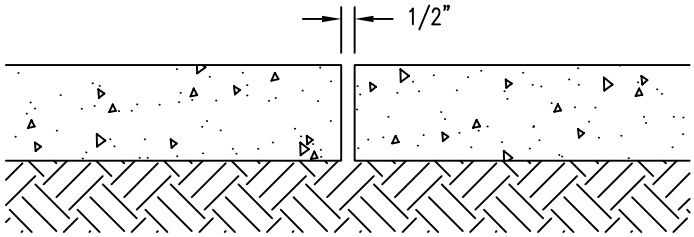
T28.DWG



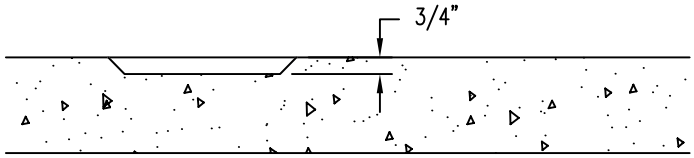
STEP SEPARATIONS A sidewalk panel has been lifted or subsided by 1/2" or more than the adjacent panel.



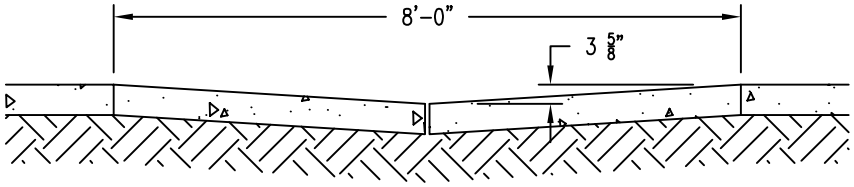
TRANSVERSE GRADE CHANGE Two sidewalk panels have been lifted to a peak, where the peak is 3 5/8" (7.5%) or higher than the normal grade of the sidewalk 4' away in each direction.



OPENING IN SIDEWALK There is an opening in the sidewalk measuring 1/2" or greater.



SPALLING OF SURFACE A portion of the sidewalk has been removed, and the result is a hole of 3/4" or deeper.



SUNKEN SIDEWALK The sidewalk has subsided within a stretch of 8 feet of sidewalk while there is a portion that is greater than or equal to 3 5/8" (7.5%) lower than the rest of the sidewalk.

NOTE: CROSS SLOPE REQUIREMENT=2%

Date	By	Rev.

SIDEWALK REPAIR CRITERION

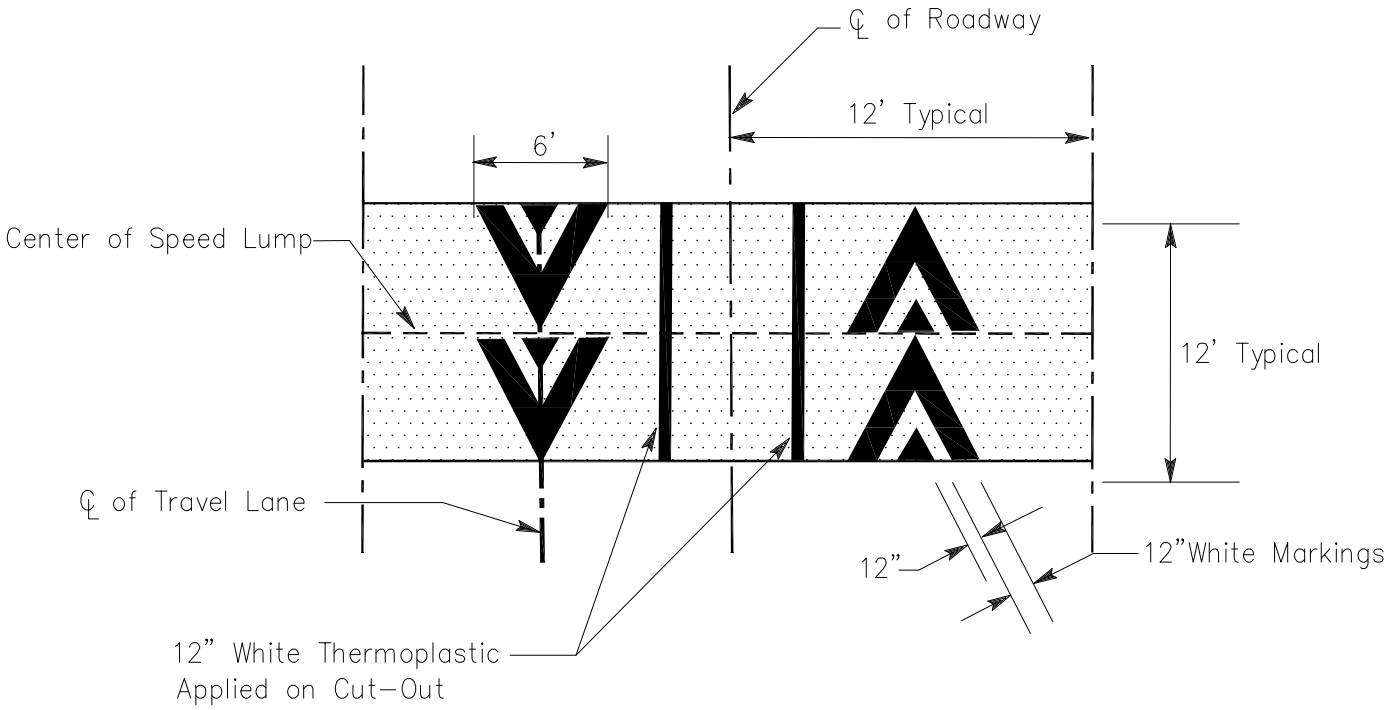
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: BC	Date: Oct-18	NO.
Ckd: Spec. Committee	Scale: NONE	ST-33

City Engineer

ST33.DWG

PAVEMENT MARKINGS FOR SPEED LUMPS DETAIL:



User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

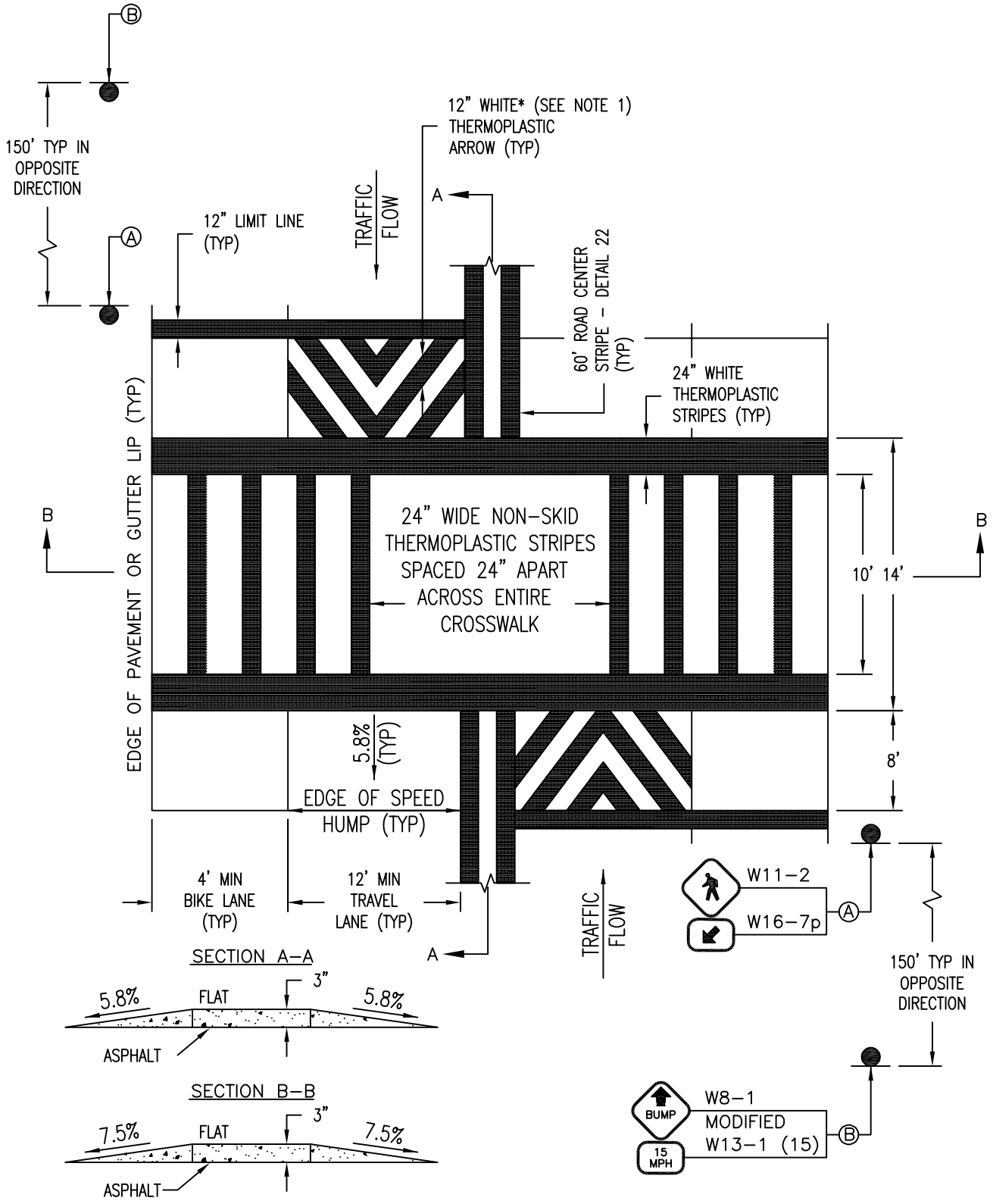
SPEED LUMPS

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/KR/JV/HI	Date: Sept-22	NO.
Ckd: Spec. Committee	Scale: NONE	ST-34

City Engineer

ST-34.DWG



NOTES:

1. *-IN THE SCHOOL VICINITY, CONSULT THE CITY TRAFFIC ENGINEER

Date	By	Rev.

SPEED TABLE CROSSWALK

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: BC	Date: Feb-18	NO.
Ckd: Spec. Committee	Scale: NONE	ST-35

City Engineer

ST-35.DWG

Notes:

1. Deviations to the installation and location of fire hydrants are subject to Fire Department approval.
2. Where sidewalk is not provided, cast pipe in 36" sq. x 6" concrete pad.
3. Gate valve lids to be painted per the City Standard Specifications.
4. Blue reflective pavement markers are required. Marker and installation of marker per Section 85–1.05 and 85–1.06 of Caltrans Standard Specifications. Use Rapid Set Adhesive only per Caltrans Standard Specifications Section 95–2.04.
5. See W–15 for valve installation, and W–12 for guard post installation.
6. Hydrant flange bolts above grade to be break–off type with hollow bolt end installed facing up. All other hydrant flange bolts to be 12" min solid spool.
7. Locate as follows: Min. 6" from face of curb or back of sidewalk to closest point on fire hydrant, and:

   For 5' sidewalk = 6'–6" from face of curb.
   For 10' sidewalk, = 1'–6" from face of curb.
   separated sidewalk,
   or no sidewalk

   Residential = Minimum 5' from driveways.
   Minimum 3' from any obstruction.

   Commercial/ Industrial = Minimum 10' from driveways.
   Minimum 3' from any obstruction.

   Intersections = At end of return.

   For offset to street trees see L–3.
8. Stamp or chip 3" high valve type "GV" and distance of valve from face of curb, in Roman numerals, in face of curb over fire hydrant lateral. Paint the Roman numerals per the City Standard Specifications.
9. Warning signs are required for all Fire Hydrant installations on Recycled Water Systems. Contact the City Water Resources Division for specific size, materials, wording, and location.
10. Fire hydrant lateral shall have warning tape and copper wire installed along it's entire length and extended up through the concrete pad, see W–1A.
11. Fire hydrant and lateral in the California Water Company service area are to be constructed per Cal Water's latest standard detail.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

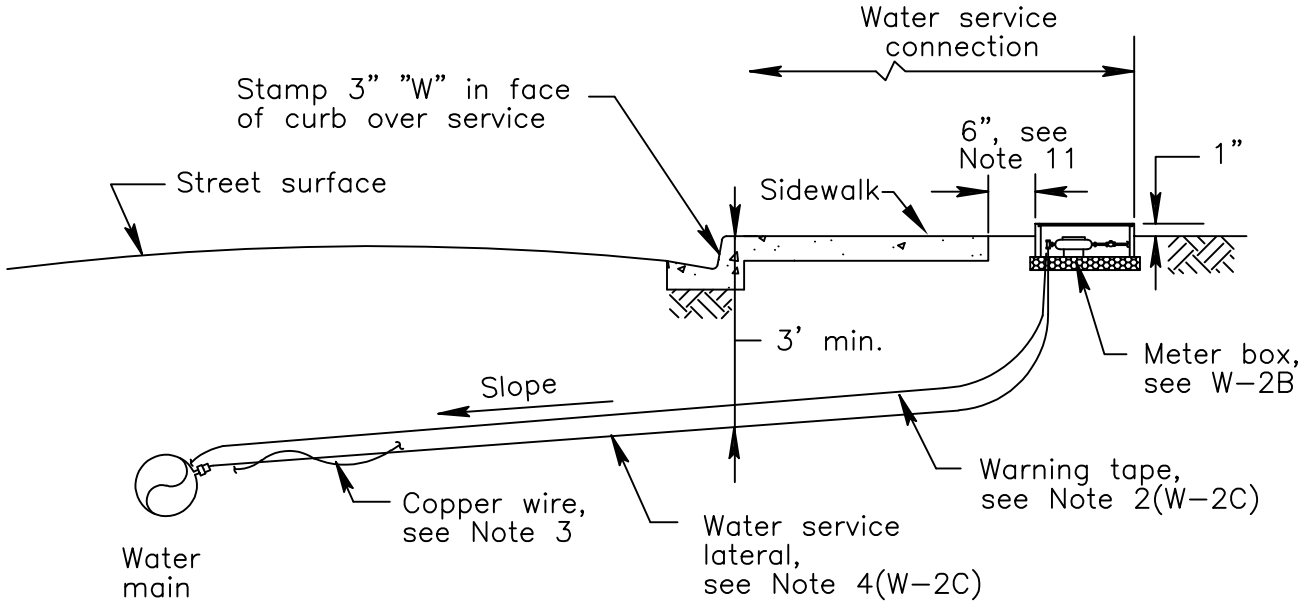
W01C.DWG

FIRE HYDRANT AND LATERAL NOTES

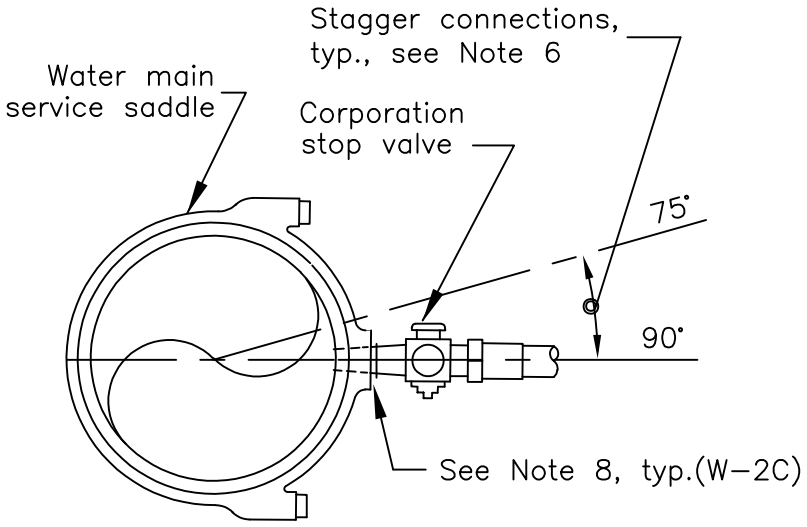
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: Sept–22	No.
Ckd: Spec. Committee	Scale: None	W–IC

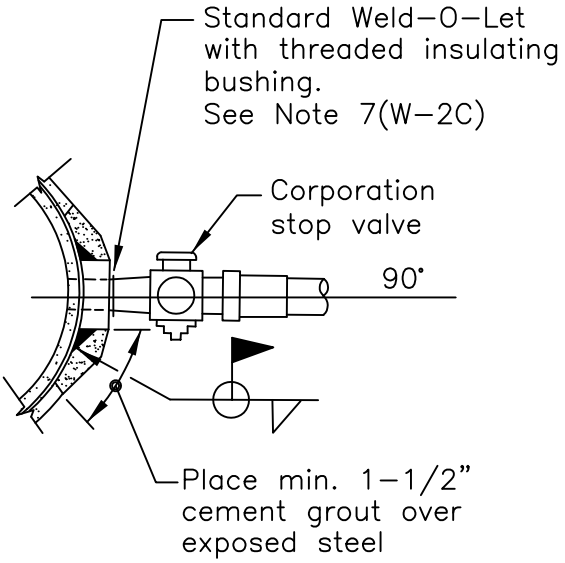
City Engineer



SERVICE CONNECTION



TYPICAL WATER MAIN CONNECTION

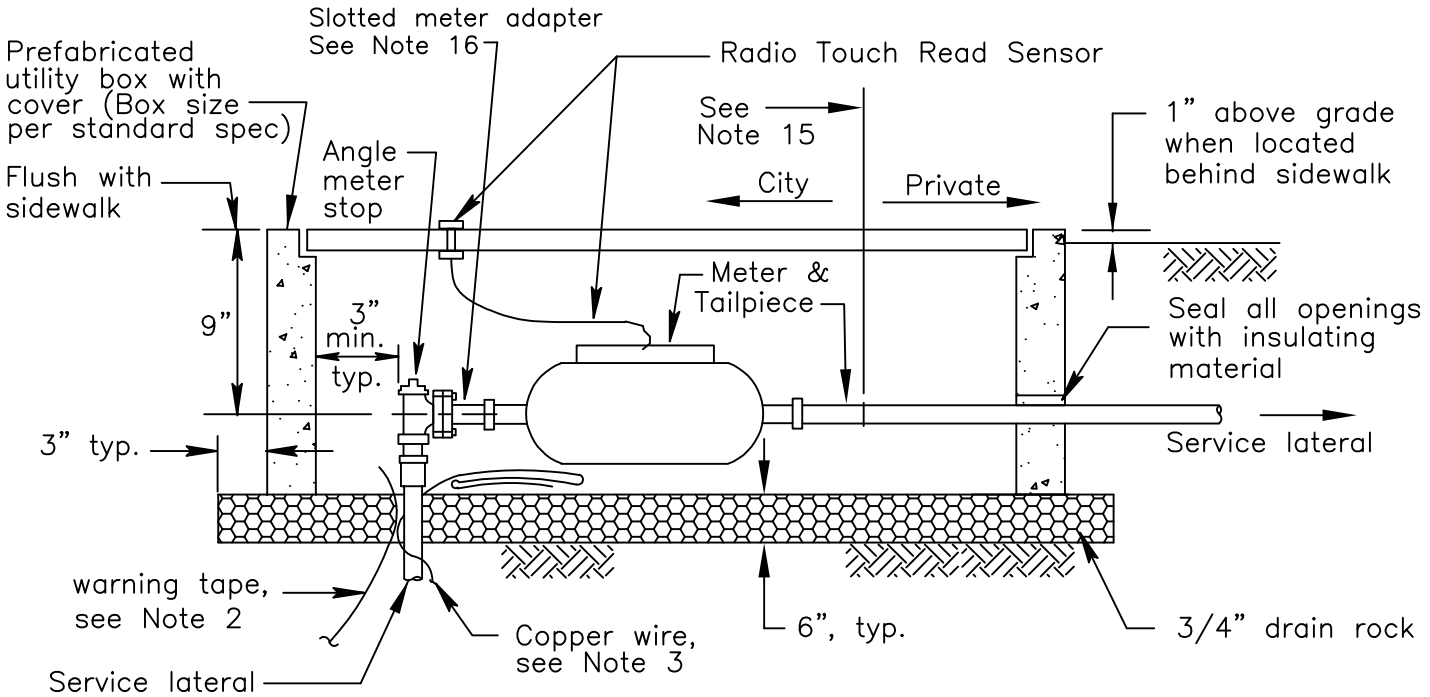


ALTERNATE WATER MAIN CONNECTION FOR STEEL PIPE

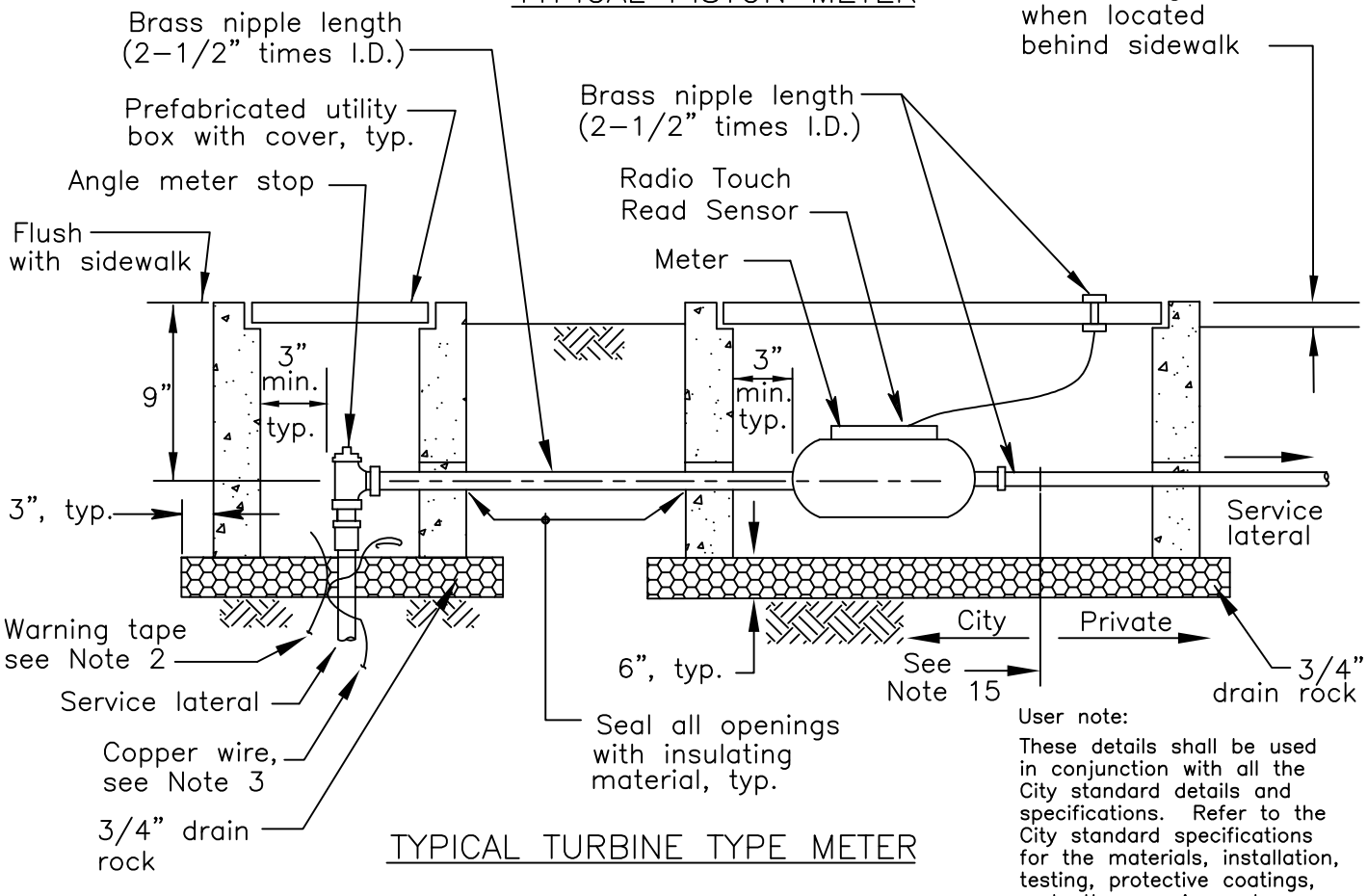
User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			WATER SERVICE CONNECTION 1", 1-1/2", and 2"	CITY OF LIVERMORE STANDARD DETAIL
				Dwn: M-W-HI / Date: Apr-23 / No.
				Ckd: Spec. Committee / Scale: None / W-2A
Date:	By:	Rev:		City Engineer

W02A.DWG



TYPICAL PISTON METER



TYPICAL TURBINE TYPE METER

User note:

These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

WATER SERVICE CONNECTION 1", 1–1/2", and 2"

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: Apr–23	No.
Ckd: Spec. Committee	Scale: None	W–2B

City Engineer

259)2B.DWG

Notes:

1. A check valve is required after the meter if service is a "Dedicated Fire Service". See W–10A
2. Provide warning tape. Place 1'–0" above service lateral between water main and curb. Lower to directly above service lateral from curb to meter.
3. Provide AWG Number 10 USE–2 insulated copper wire between meter and water main. Wrap insulated copper wire around service lateral and splice into main line copper wire. Provide 18" slack in utility box.
4. All service laterals to be polyethylene tubing, installed joint free. Industrial/commercial service laterals to be 2" CTS polyethylene.
5. Service connections shall be on service side of pipe and spaced at least 2' from fittings or end of pipe; and a minimum of 2' apart along water main.
6. Service connections shall be staggered 15 degrees from location of adjacent connection, and shall be at 75 and 90 degrees from vertical.
7. After completing water main connection, all coatings shall be repaired. All ferrous surfaces shall be coated.
8. From corporation stop valve through meter installation, all hardware to be brass or bronze (including nuts and bolts)+(lead free).
9. Split "T" services are not allowed.
10. All meters are to be purchased from the City, and installed by the city. All fittings or appurtenances not supplied with the meter are to be supplied by the contractor.
11. Location of meter box:
    - 6" from back of 5' monolithic sidewalks
    - 6" from back of curb without sidewalk or in 10' sidewalk
    - 6" from front of 5' separated sidewalk.
12. Service lateral shall be perpendicular to main, and run in a straight line without bends. Service laterals must not cross.
13. For turbine meter 3" and larger see W–11.
14. Meters for irrigation systems 1 1/2" and larger must be a turbine meter.
15. The City's maintenance jurisdiction is up to the tail piece.
16. Use a slotted meter adapter for meter sizes 1" and smaller when service laterals are 1–1/2" or 2".
17. For water service connections in City's Pressure Zone (east of Vasco Road and north of Highway I–580), pressure reducing valves shall be installed. For areas south of Highway I–580, west of Vasco Road, and Zone 1 area, contact the Building and Water Resources Divisions for information.
18. A reduce pressure back flow device is required on all commercial services.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

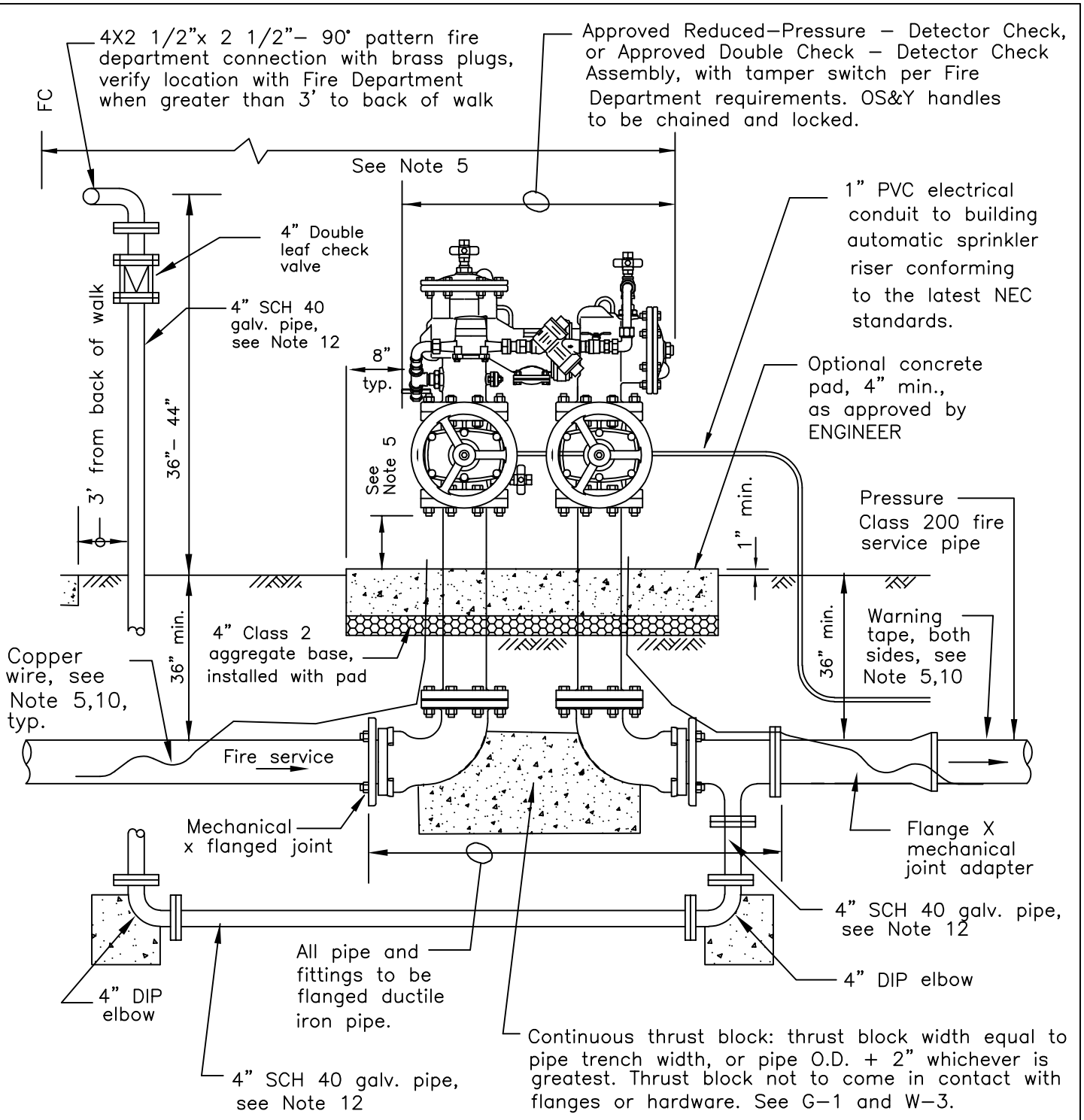
W02C.DWG

WATER SERVICE CONNECTION 1", 1–1/2", and 2" NOTES

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: Sept–22	No.
Ckd: Spec. Committee	Scale: None	W–2C

City Engineer



* SEE NOTES ON SHEETS W–10B & W–10C
* For screening requirements see Note 5.
* For on–site installation see Note 7.
* Size & location of fire department connection to be approved by the Fire Department.
* See Note 13 for connection to the City's reclaimed water system.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

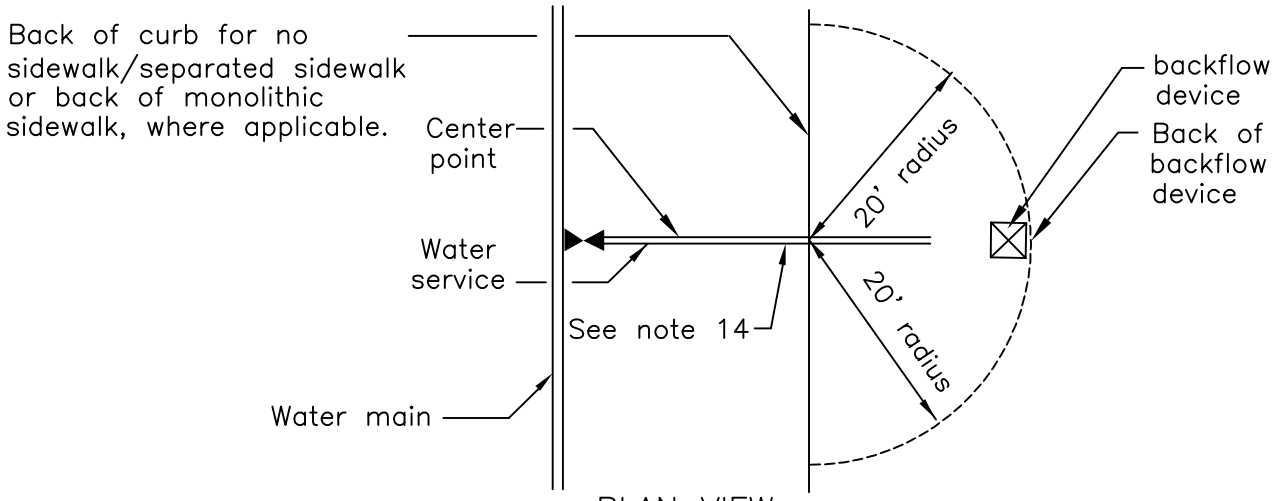
INDUSTRIAL/COMMERCIAL FIRE SERVICE (CLASS 1 THROUGH 6)

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: KY/HI	Date: Sept–22	No.
Ckd: Spec. Committee	Scale: None	W–10A

City Engineer

W10A.DWG



PLAN VIEW

LOCATION OF BACKFLOW PREVENTER

Notes:

1. Pipe size shall be determined by fire flow requirements.
2. Double Check–Detector Check assemblies shall be fully factory assembled.
3. Size and location of fire service, Double Check–Detector Check and Detector Check assemblies shall be approved by the ENGINEER AND FIRE MARSHALL.
4. By–pass trim shall be wrapped with insulation.
5. All aboveground industrial and commercial fire service devices shall be installed in accordance with City of Livermore City Council Resolution No. 93–116, Standard Conditions of Approval for Industrial and Commercial Development, Ordinance No. 1486 and the following:

   Location and placement:
   - locate backflow device as shown in the detail above.
   - install as near the minimum of 12" but not to exceed a maximum of 24" above 1) the street curb elevation, and 2) the grade elevation measured directly below the device;
   - place "DO NOT CONNECT" warning tape over the lateral from the main to the device;
   - devices shall be accessible for servicing.

   Screening requirements:
   - screen from view, except for the fire department connection which is to remain visible, by installing a combination of landscaped berms and/or masonry walls blending with the overall landscaping theme which forms a 100% opaque screen to the normal field of public street traffic; maintain 36" minimum clearance from plants and shrubs.
   - installation subject to design review approval.
   - Paint to match surroundings.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

INDUSTRIAL/COMMERCIAL FIRE SERVICE NOTES

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M/W/HI	Date: Sept–22	No.
Ckd: Spec. Committee	Scale: None	W–10B

City Engineer

W10B.DWG

Notes continued :

6. For Class 1 through 6 Fire Service, meter to be purchased from City and installed by City. Meter and by–pass line shall be insulated.
7. For all classes, on the "on–site" service side, the location and requirements for the Fire Department Connection are subject to Fire Department requirements and approval. All on site piping shall be installed in accordance with the City standard specifications.
8. For assemblies installed with concrete pad, additional protective wrap or coating shall be placed around pipe passing through the concrete.
9. For sites with high degrees of hazard, as determined by the Water Resources Division, the Double Check–Detector Check assembly shall be replaced with an approved Reduced Pressure assembly as directed by the Water Resources Division.
10. Service lateral shall have warning tape and copper wire installed along it's entire length up to the backflow prevention device.
11. Access to fire department connections to remain accessible and fire lane to be posted per City and Fire Department standards.
12. All underground SCH 40 galv. pipe shall be wrapped with 10 mil. protective tape or polyethylene encasement. Above ground pipe shall be wrapped with 10 mil. protective tape.
13. Recycled water:
    - See the latest City of Livermore "Guidelines for the use of Recycled Water" for installation and additional information.
    - Pressure Class 200 pipe shall be used when connecting to the City's recycled water system.
14. The City's maintenance jurisdiction is up to the property line.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

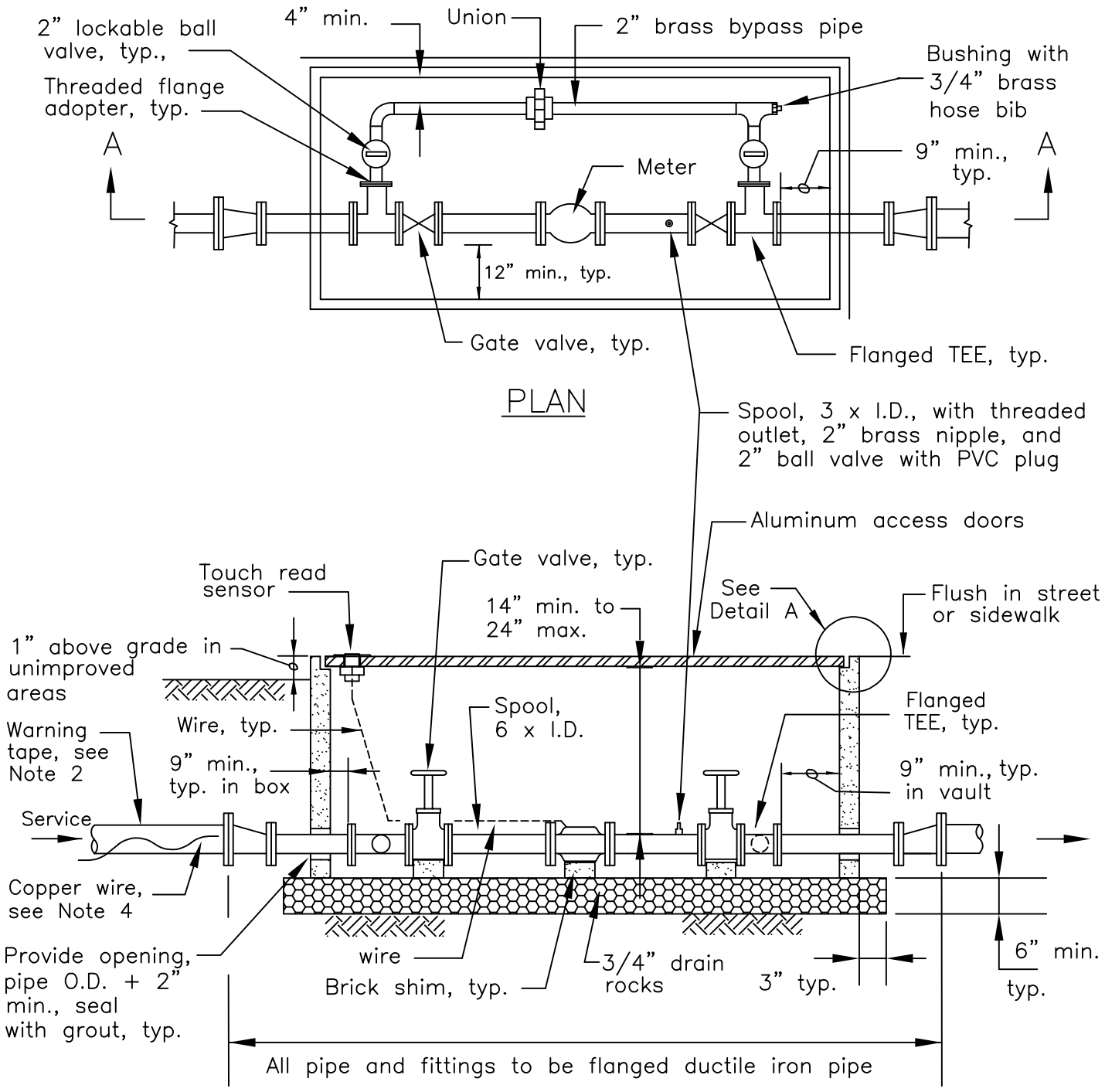
INDUSTRIAL/COMMERCIAL
FIRE SERVICE
NOTES

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: W/KY/HI	Date: Apr–23	No.
Ckd: Spec. Committee	Scale: None	W–10C

City Engineer

263 OC.DWG



Notes:

1. Meters larger than 3" to be installed in vault with access doors per spec. 055000 2.3A and a permanent bypass line.
2. Service lateral shall have warning tape and copper wire installed along its entire length, see W–2.
3. If necessary, raise W line at meter to be a min. 14" to 24" max. from access doors.

User note:

These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

TURBINE TYPE METER 3" AND LARGER

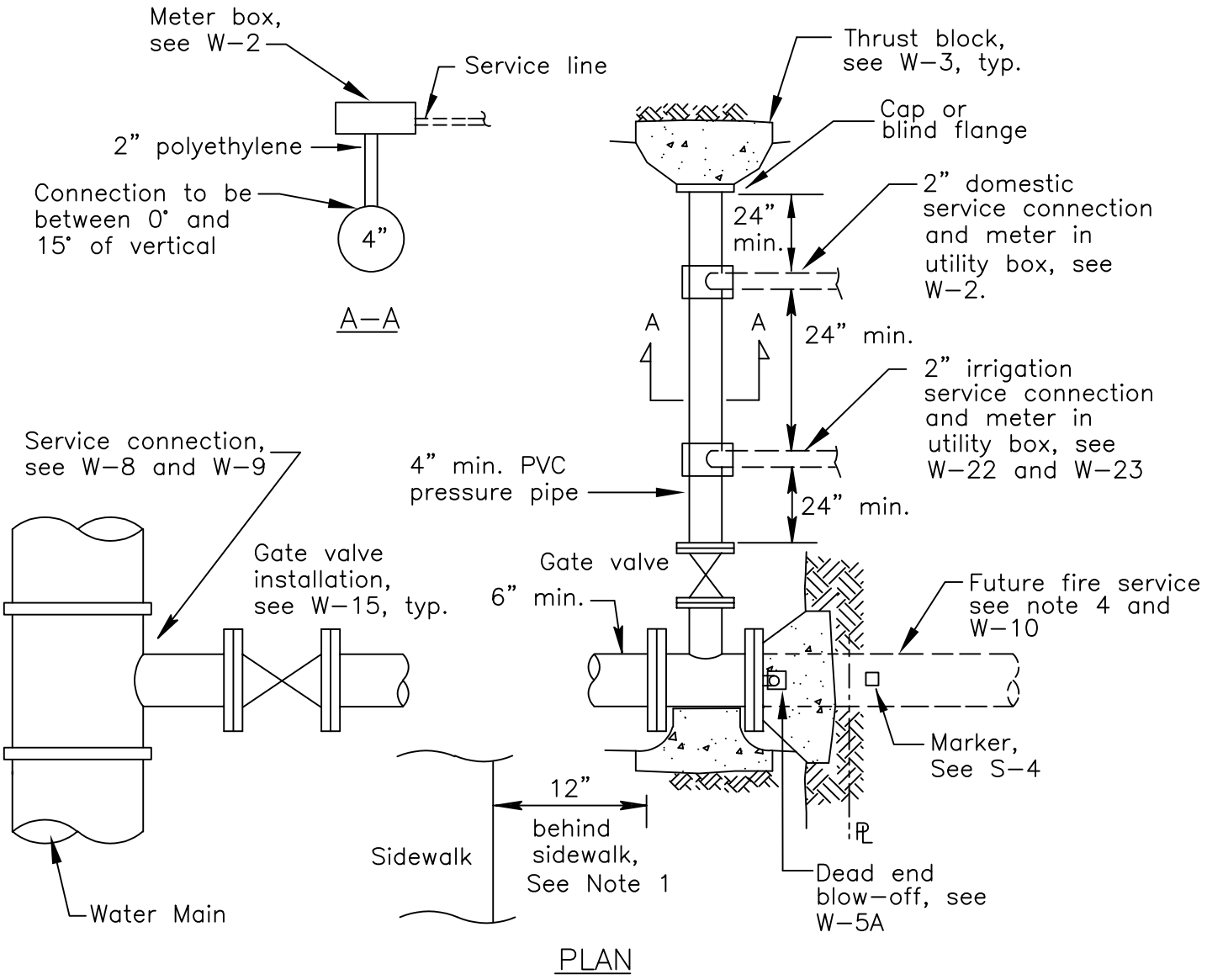
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: M–W/KY/HI	Date: Apr–23	No.
Ckd: Spec. Committee	Scale: None	W–11

City Engineer

1.DWG

264



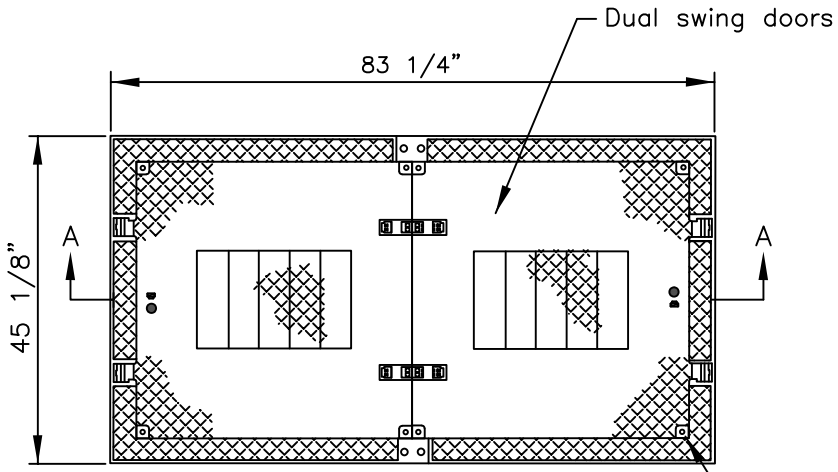
Notes:

1. Grind 3" high "W" on top of curb over service and paint white. Grind 3" high valve type (i.e. "BV", "GV", etc.) and distance of valve to face of curb (in Roman numerals) in face of curb and paint white.
2. All pipes shall have blue warning tape and copper wire, see W-2.
3. For Commercial/Industrial Joint Domestic/Fire Service installation with MULTIPLE on-site domestic or irrigation service lines, install as shown above, for installation with only ONE on-site domestic or irrigation service line, connect to Fire service line in accordance with W-2.
4. The City's Maintenance jurisdiction is up to the property line.
5. Can install saddle on fire service, if only one service(no tee, no gate)

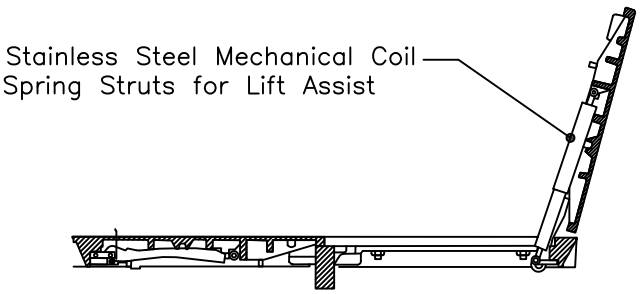
User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

			COMMERCIAL/INDUSTRIAL JOINT DOMESTIC/ FIRE SERVICE	CITY OF LIVERMORE STANDARD DETAIL
				Dwn: M/W/HI | Date: Sept-22 | No.
				Ckd: Spec. Committee | Scale: None | W-16
				City Engineer
Date:	By:	Rev:		

W16.DWG



PRV VALVE VAULT HATCH PLAN



SECTION A–A

NOTES:

1. Hatch shall be mode ej 8197Z2PT 8217APT Assembly or equal
2. Dual Swing Doors
3. SS Hex Bolts W/ SS Washers
4. MPIC® Multi–Tool Pickbar
5. Stainless Steel Mechanical Coil Spring Struts for Lift Assist
6. Design Load Heavy Duty
7. Design Features: Materials – Hatch Cover (Ductile Iron), Hatch Frame (Ductile Iron).

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date	By	Rev.

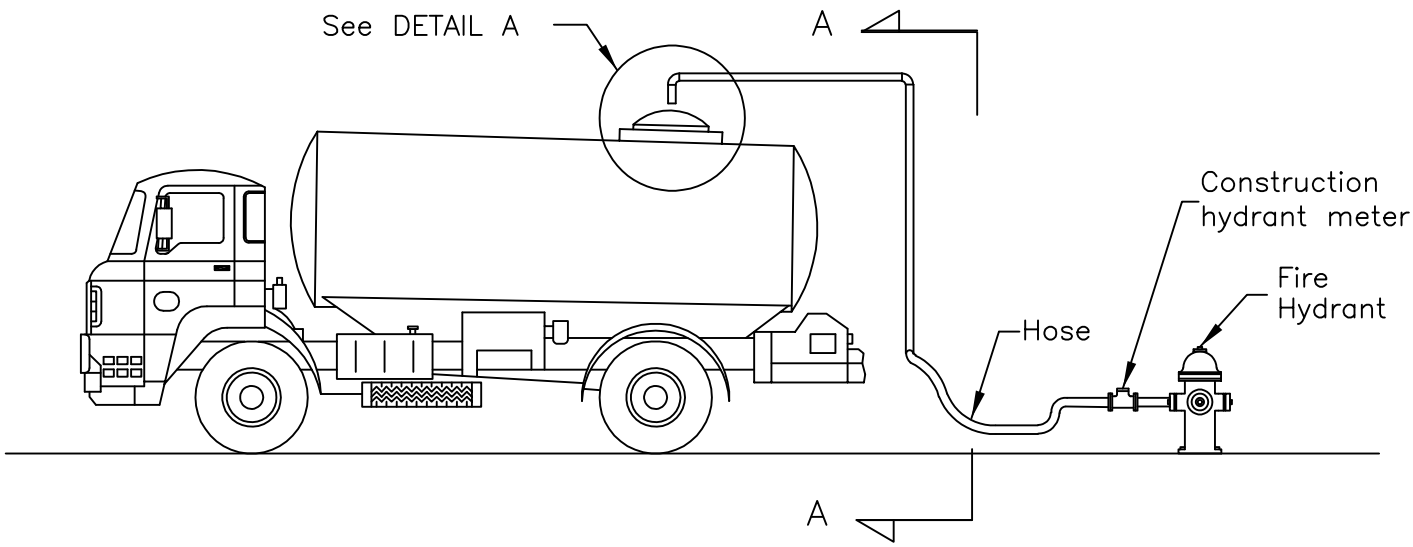
PRV VALVE VAULT HATCH

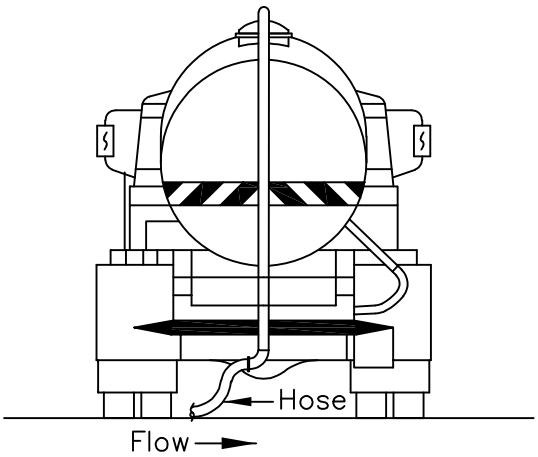
CITY OF LIVERMORE
STANDARD DETAIL

Dwn: HI	Date: Nov–22	NO.
Ckd: Spec. Committee	Scale: NONE	W–18D

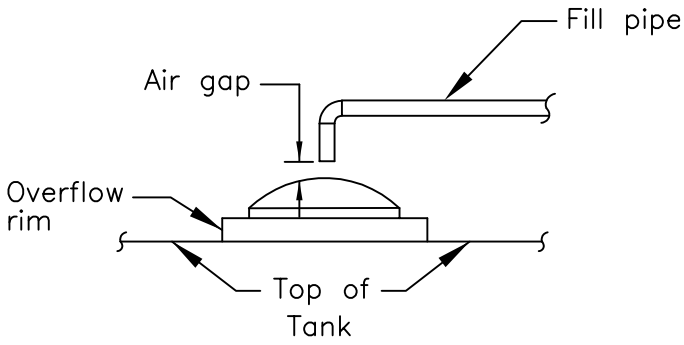
City Engineer

W18d-r.dwg





SECTION A–A



AIR GAP SEPARATION
DETAIL A

Notes:

1. All piping up to air gap must be mounted permanently to the exterior of the tank, and clearly visible.
2. Air gap must be at least 2 times the fill pipe diameter from the overflow rim but in no case less than a 1 inch minimum gap, see Detail A.
3. No internally mounted air gap piping is permitted.
4. Elevated storage tank must have backflow preventer and air gap per Detail A and certified backflow preventer.
5. Contractor must obtain recycled water placard from WRD.

User note:
These details shall be used in conjunction with all the City standard details and specifications. Refer to the City standard specifications for the materials, installation, testing, protective coatings, and other requirements.

Date:	By:	Rev:

WATER TANK
TRUCK HOOK–UP
ELEVATED STORAGE TANK

CITY OF LIVERMORE
STANDARD DETAIL

Dwn: FY/HI	Date: Sept–22	No.
Ckd: Spec. Committee	Scale: None	W–24

City Engineer

W24.DWG

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.13**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved labor agreements in accordance with California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving modifications to the City of Livermore Salary Plan to reflect previously approved labor agreements.

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate a 3.0% wage related adjustment associated with the approved Livermore Management Group Memorandum of Understanding (MOU) effective July 3, 2023;
2. Incorporate a 3.0% wage related adjustment to the Management Confidential and Confidential classifications effective July 3, 2023;
3. Incorporate a 3.0% wage related adjustment associated with the approved Livermore Police Management Association MOU effective July 3, 2023;
4. Incorporate a 3.0% wage related adjustment to the Police Chief effective July 3, 2023.

DISCUSSION

Based on previously approved MOU's, Staff is recommending the following changes to the Salary Plan:

1. The Livermore Management Group MOU, approved by the City Council on June 28, 2021, provides for a base salary increase of 3.0% effective July 3, 2023.

2. Management Confidential and Confidential classifications are unrepresented and mirror the Livermore Management Group in salary increases. The salary schedules for these two groups are increased by 3.0% effective July 3, 2023.

3. The Livermore Police Management Association MOU, approved by the City Council on June 14, 2021, provides for a base salary increase of 3.0% effective July 3, 2023.

4. An increase of 3.0% will be applied to the Police Chief in order to reduce compaction issues with Police Management effective July 3, 2023.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of these wage increases was included in the 2023-24 Financial Plan approved by the City Council.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan dated July 2023.pdf

Prepared by: Kaylin Larson
HR Analyst II

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 ADOPTING THE CITY OF LIVERMORE SALARY PLAN DATED JULY 2023, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to make the following amendments:

- Livermore Management Group Memorandum of Understanding increase of 3.0% effective July 3, 2023;
- Management Confidential and Confidential salary increase of 3.0% effective July 3, 2023.
- Livermore Police Management Association Memorandum of Understanding increase of 3.0% effective July 3, 2023;
- Police Chief salary increase of 3.0% effective July 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the amended Salary Plan, attached hereto as Exhibit A, is hereby approved effective July 2023, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Salary Plan dated July 2023

LIVERMORE
CALIFORNIA

Salary Plan

July 2023

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
221	01	ACCOUNT CLERK	64,431.69	67,587.79	70,891.90	74,361.23	78,004.03
	Sch=M22		5,369.31	5,632.32	5,907.66	6,196.77	6,500.34
			1,239.07	1,299.77	1,363.31	1,430.02	1,500.08
			30.97677	32.49413	34.08264	35.75059	37.50194
225	02	ACCOUNT CLERK, JUNIOR	58,340.20	61,181.95	64,165.78	67,298.80	70,588.46
	Sch=M22		4,861.68	5,098.50	5,347.15	5,608.23	5,882.37
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04817	29.41440	30.84893	32.35519	33.93676
222	03	ACCOUNT CLERK, SENIOR	70,146.83	73,578.90	77,182.57	80,966.43	84,939.48
	Sch=M22		5,845.57	6,131.58	6,431.88	6,747.20	7,078.29
			1,348.98	1,414.98	1,484.28	1,557.05	1,633.45
			33.72444	35.37447	37.10700	38.92617	40.83629
223	05	ACCOUNTANT, JUNIOR	83,917.12	88,075.24	92,441.28	97,025.61	101,839.17
	Sch=M22		6,993.09	7,339.60	7,703.44	8,085.47	8,486.60
			1,613.79	1,693.75	1,777.72	1,865.88	1,958.45
			40.34477	42.34387	44.44292	46.64693	48.96114
224	04	ACCOUNTING TECHNICIAN	74,530.90	78,182.19	82,016.02	86,041.55	90,268.37
	Sch=M22		6,210.91	6,515.18	6,834.67	7,170.13	7,522.36
			1,433.29	1,503.50	1,577.23	1,654.65	1,735.93
			35.83216	37.58759	39.43078	41.36613	43.39825
213	14	ADMINISTRATIVE	78,111.89	81,942.22	85,964.06	90,187.00	94,621.08
	Sch=M22	ASSISTANT	6,509.32	6,828.52	7,163.67	7,515.58	7,885.09
			1,502.15	1,575.81	1,653.16	1,734.37	1,819.64
			37.55379	39.39530	41.32888	43.35913	45.49090
211	50	ADMINISTRATIVE CLERK I**	58,340.24	61,181.99	64,165.82	67,298.84	70,588.51
	Sch=M22		4,861.69	5,098.50	5,347.15	5,608.24	5,882.38
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04819	29.41442	30.84895	32.35521	33.93678
214	49	ADMINISTRATIVE CLERK II**	62,583.31	65,637.20	68,843.79	72,210.72	75,745.98
	Sch=M22		5,215.28	5,469.77	5,736.98	6,017.56	6,312.17
			1,203.53	1,262.25	1,323.92	1,388.67	1,456.65
			30.08813	31.55635	33.09798	34.71669	36.41634
206	06	ADMINISTRATIVE	78,111.89	81,942.22	85,964.06	90,187.00	94,621.08
	Sch=M22	TECHNICIAN	6,509.32	6,828.52	7,163.67	7,515.58	7,885.09
			1,502.15	1,575.81	1,653.16	1,734.37	1,819.64
			37.55379	39.39530	41.32888	43.35913	45.49090
471	01	AIRPORT SERVICE	68,255.30	71,592.81	75,097.18	78,776.77	82,640.34
	Sch=PS1	ATTENDANT	5,687.94	5,966.07	6,258.10	6,564.73	6,886.70
			1,312.60	1,376.78	1,444.18	1,514.94	1,589.24
			32.81505	34.41962	36.10441	37.87345	39.73093
473	02	AIRPORT SERVICE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	ATTENDANT SENIOR	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
290	07	ANIMAL CONTROL	77,492.10	81,291.44	85,280.74	89,469.50	93,867.70
	Sch=M22	OFFICER	6,457.68	6,774.29	7,106.73	7,455.79	7,822.31
			1,490.23	1,563.30	1,640.01	1,720.57	1,805.15
			37.25582	39.08242	41.00036	43.01418	45.12870
465	66	ASSET MANAGEMENT	104,624.76	109,780.74	115,194.51	120,878.97	126,847.64
	Sch=M22	SPECIALIST	8,718.73	9,148.40	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30037	52.77920	55.38198	58.11489	60.98444
281	08	BUILDING INSPECTOR I	91,922.97	96,443.85	101,190.77	106,175.04	111,408.53
	Sch=M22		7,660.25	8,036.99	8,432.56	8,847.92	9,284.04
			1,767.75	1,854.69	1,945.98	2,041.83	2,142.47
			44.19374	46.36724	48.64941	51.04569	53.56179
282	09	BUILDING INSPECTOR II	98,829.37	103,695.57	108,805.08	114,170.07	119,803.30
	Sch=M22		8,235.78	8,641.30	9,067.09	9,514.17	9,983.61
			1,900.56	1,994.15	2,092.41	2,195.58	2,303.91
			47.51412	49.85364	52.31013	54.88946	57.59774
277	56	BUILDING INSPECTOR III	101,742.42	106,754.27	112,016.71	117,542.27	123,344.12
	Sch=M22		8,478.54	8,896.19	9,334.73	9,795.19	10,278.68
			1,956.59	2,052.97	2,154.17	2,260.43	2,372.00
			48.91463	51.32417	53.85419	56.51071	59.30006
288	10	BUILDING INSPECTOR,	106,754.27	112,016.71	117,542.27	123,344.12	129,436.06
	Sch=M22	SENIOR	8,896.19	9,334.73	9,795.19	10,278.68	10,786.34
			2,052.97	2,154.17	2,260.43	2,372.00	2,489.16
			51.32417	53.85419	56.51071	59.30006	62.22888
249	11	CIVIL ENGINEER,	109,758.92	115,171.60	120,854.90	126,822.38	133,088.24
	Sch=M22	ASSISTANT	9,146.58	9,597.63	10,071.24	10,568.53	11,090.69
			2,110.75	2,214.84	2,324.13	2,438.89	2,559.39
			52.76871	55.37096	58.10332	60.97230	63.98473
254	12	CIVIL ENGINEER,	118,917.90	124,788.54	130,952.70	137,425.07	144,221.06
	Sch=M22	ASSOCIATE	9,909.83	10,399.05	10,912.73	11,452.09	12,018.42
			2,286.88	2,399.78	2,518.32	2,642.79	2,773.48
			57.17207	59.99449	62.95803	66.06975	69.33705
247	13	CIVIL ENGINEER, JUNIOR	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22		8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
292	17	COMMUNITY	68,338.90	71,680.57	75,189.35	78,873.54	82,741.96
	Sch=M22	SERVICE SPECIALIST	5,694.91	5,973.38	6,265.78	6,572.80	6,895.16
			1,314.21	1,378.47	1,445.95	1,516.80	1,591.19
			32.85524	34.46181	36.14873	37.91997	39.77979
294	19	CRIME & INTELLIGENCE	89,140.17	93,521.91	98,122.73	102,953.61	108,026.02
	Sch=M22	ANALYST	7,428.35	7,793.49	8,176.89	8,579.47	9,002.17
			1,714.23	1,798.50	1,886.98	1,979.88	2,077.42
			42.85585	44.96246	47.17439	49.49693	51.93559

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
296	62	CRIME PREVENTION	73,797.05	77,411.64	81,206.95	85,192.03	89,376.36
	Sch=M22	SPECIALIST	6,149.75	6,450.97	6,767.25	7,099.34	7,448.03
			1,419.17	1,488.69	1,561.67	1,638.31	1,718.78
			35.47935	37.21713	39.04180	40.95771	42.96940
954	27	CRISIS INTERVENTION	94,709.11	99,444.56	104,416.79	109,637.63	115,119.51
	Sch=M22	SPECIALIST*	7,892.43	8,287.05	8,701.40	9,136.47	9,593.29
			1,821.33	1,912.40	2,008.02	2,108.42	2,213.84
			45.53322	47.80989	50.20038	52.71040	55.34592
208	21	DIVISION CLERK	65,983.39	69,207.30	72,592.40	76,146.74	79,878.83
	Sch=M22		5,498.62	5,767.28	6,049.37	6,345.56	6,656.57
			1,268.91	1,330.91	1,396.01	1,464.36	1,536.13
			31.72278	33.27274	34.90019	36.60901	38.40328
234	64	ECONOMIC DEVELOPMENT	85,772.49	89,985.85	94,409.89	99,055.11	103,932.59
	Sch=M22	SPECIALIST	7,147.71	7,498.82	7,867.49	8,254.59	8,661.05
			1,649.47	1,730.50	1,815.57	1,904.91	1,998.70
			41.23677	43.26243	45.38937	47.62265	49.96759
467	38	ELECTRICIAN	92,057.69	96,622.84	101,416.26	106,449.34	111,734.08
	Sch=PS1		7,671.47	8,051.90	8,451.36	8,870.78	9,311.17
			1,770.34	1,858.13	1,950.31	2,047.10	2,148.73
			44.25850	46.45329	48.75782	51.17757	53.71831
255	23	ENGINEER, ASSISTANT	104,624.75	109,780.73	115,194.50	120,878.96	126,847.63
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77920	55.38197	58.11488	60.98444
256	24	ENGINEER, JUNIOR	91,938.91	96,460.60	101,208.35	106,193.50	111,427.91
	Sch=M22		7,661.58	8,038.38	8,434.03	8,849.46	9,285.66
			1,768.06	1,855.01	1,946.31	2,042.18	2,142.84
			44.20140	46.37529	48.65786	51.05457	53.57111
273	63	ENGINEERING SPECIALIST	104,624.75	109,780.73	115,194.50	120,878.96	126,847.63
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77920	55.38197	58.11488	60.98444
284	25	ENGINEERING	89,921.74	94,342.55	98,984.41	103,858.37	108,976.02
	Sch=M22	TECHNICIAN, ASSIST	7,493.48	7,861.88	8,248.70	8,654.86	9,081.34
			1,729.26	1,814.28	1,903.55	1,997.28	2,095.69
			43.23161	45.35700	47.58866	49.93191	52.39232
275	26	ENGINEERING	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22	TECHNICIAN, ASSOC	8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
279	28	ENGINEERING	100,226.56	105,162.62	110,345.48	115,787.49	121,501.60
	Sch=M22	TECHNICIAN, SENIOR	8,352.21	8,763.55	9,195.46	9,648.96	10,125.13
			1,927.43	2,022.36	2,122.03	2,226.68	2,336.57
			48.18585	50.55895	53.05071	55.66706	58.41423

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
410	40	FACILITIES MAINTENANCE	58,019.99	60,845.72	63,812.74	66,928.11	70,199.25
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17698	33.74964
411	41	FACILITIES MAINTENANCE	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1	WORKER I	5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
412	42	FACILITIES MAINTENANCE	69,767.56	73,180.67	76,764.44	80,527.40	84,478.50
	Sch=PS1	WORKER II	5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18301	36.90598	38.71510	40.61466
413	43	FACILITIES MAINTENANCE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	WORKER, SENIOR	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
414	20	FACILITIES MAINTENANCE	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	WORKER, SUPERVISING	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
950	18	FAMILY THERAPIST	90,466.04	94,914.08	99,584.52	104,488.47	109,637.63
	Sch=M22		7,538.84	7,909.51	8,298.71	8,707.37	9,136.47
			1,739.73	1,825.27	1,915.09	2,009.39	2,108.42
			43.49329	45.63177	47.87717	50.23484	52.71040
444	51	FLEET SERVICES WORKER	58,020.03	60,845.77	63,812.79	66,928.16	70,199.30
	Sch=PS1		4,835.00	5,070.48	5,317.73	5,577.35	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89425	29.25277	30.67923	32.17700	33.74966
274	59	GIS SPECIALIST	104,624.75	109,780.71	115,194.49	120,878.95	126,847.62
	Sch=M22		8,718.73	9,148.39	9,599.54	10,073.25	10,570.64
			2,012.01	2,111.17	2,215.28	2,324.60	2,439.38
			50.30036	52.77919	55.38197	58.11488	60.98443
420	11	GROUNDSKEEPER	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963
421	12	GROUNDSKEEPER I	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1		5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
422	13	GROUNDSKEEPER II	69,767.56	73,180.68	76,764.44	80,527.40	84,478.50
	Sch=PS1		5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18302	36.90598	38.71510	40.61466

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
423	14	GROUNDSKEEPER III	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1		6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
424	04	GROUNDSKEEPER,	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	SUPERVISING	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
228	16	INFORMATION	77,929.16	81,787.89	85,839.56	90,093.81	94,560.77
	Sch=M22	TECHNOLOGY TECHNICIAN	6,494.10	6,815.66	7,153.30	7,507.82	7,880.06
			1,498.64	1,572.84	1,650.76	1,732.57	1,818.48
			37.46594	39.32110	41.26902	43.31433	45.46191
271	57	INFORMATION TECHNOLOGY	85,583.00	89,824.42	94,277.91	98,954.08	103,864.05
	Sch=M22	TECHNICIAN, SENIOR	7,131.92	7,485.37	7,856.49	8,246.17	8,655.34
			1,645.83	1,727.39	1,813.04	1,902.96	1,997.39
			41.14567	43.18482	45.32592	47.57408	49.93464
426	52	LANDSCAPE MAINTENANCE	78,376.20	82,219.74	86,255.45	90,492.96	94,942.33
	Sch=PS1	SPECIALIST	6,531.35	6,851.65	7,187.95	7,541.08	7,911.86
			1,507.23	1,581.15	1,658.76	1,740.25	1,825.81
			37.68087	39.52872	41.46897	43.50623	45.64535
263	29	LIBRARIAN I	70,548.38	74,000.54	77,625.29	81,431.29	85,427.58
	Sch=M22		5,879.03	6,166.71	6,468.77	6,785.94	7,118.97
			1,356.70	1,423.09	1,492.79	1,565.99	1,642.84
			33.91749	35.57718	37.31985	39.14966	41.07095
260	30	LIBRARIAN II	78,264.55	82,102.51	86,132.36	90,363.71	94,806.62
	Sch=M22		6,522.05	6,841.88	7,177.70	7,530.31	7,900.55
			1,505.09	1,578.89	1,656.39	1,737.76	1,823.20
			37.62719	39.47236	41.40979	43.44409	45.58011
242	32	LIBRARY ASSISTANT	66,391.61	69,635.92	73,042.45	76,619.31	80,375.01
	Sch=M22		5,532.63	5,802.99	6,086.87	6,384.94	6,697.92
			1,276.76	1,339.15	1,404.66	1,473.45	1,545.67
			31.91904	33.47881	35.11656	36.83621	38.64183
243	33	LIBRARY ASSISTANT,	74,530.90	78,182.19	82,016.02	86,041.55	90,268.37
	Sch=M22	SUPERVISING	6,210.91	6,515.18	6,834.67	7,170.13	7,522.36
			1,433.29	1,503.50	1,577.23	1,654.65	1,735.93
			35.83216	37.58759	39.43078	41.36613	43.39825
241	34	LIBRARY CLERK	58,340.24	61,181.99	64,165.82	67,298.84	70,588.51
	Sch=M22		4,861.69	5,098.50	5,347.15	5,608.24	5,882.38
			1,121.93	1,176.58	1,233.96	1,294.21	1,357.47
			28.04819	29.41442	30.84895	32.35521	33.93678
400	16	MAINTENANCE	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
401	17	MAINTENANCE	65,027.09	68,203.17	71,538.05	75,039.69	78,716.41
	Sch=PS1	WORKER I	5,418.92	5,683.60	5,961.50	6,253.31	6,559.70
			1,250.52	1,311.60	1,375.73	1,443.07	1,513.78
			31.26302	32.78999	34.39329	36.07677	37.84443
402	18	MAINTENANCE	69,767.56	73,180.67	76,764.44	80,527.40	84,478.50
	Sch=PS1	WORKER II	5,813.96	6,098.39	6,397.04	6,710.62	7,039.88
			1,341.68	1,407.32	1,476.24	1,548.60	1,624.59
			33.54210	35.18301	36.90598	38.71510	40.61466
403	19	MAINTENANCE	73,266.77	76,854.85	80,622.32	84,578.18	88,731.82
	Sch=PS1	WORKER III	6,105.56	6,404.57	6,718.53	7,048.18	7,394.32
			1,408.98	1,477.98	1,550.43	1,626.50	1,706.38
			35.22441	36.94945	38.76073	40.66259	42.65953
442	22	MECHANIC	80,877.34	84,845.94	89,012.96	93,388.34	97,982.50
	Sch=PS1		6,739.78	7,070.50	7,417.75	7,782.36	8,165.21
			1,555.33	1,631.65	1,711.79	1,795.93	1,884.28
			38.88334	40.79132	42.79469	44.89824	47.10697
440	23	MECHANIC SENIOR	87,869.09	92,187.28	96,721.37	101,482.18	106,481.02
	Sch=PS1		7,322.42	7,682.27	8,060.11	8,456.85	8,873.42
			1,689.79	1,772.83	1,860.03	1,951.58	2,047.71
			42.24475	44.32081	46.50066	48.78951	51.19280
251	15	NEIGHBORHOOD	96,460.59	101,208.34	106,193.49	111,427.90	116,924.03
	Sch=M22	PRESERVATION OFFICER	8,038.38	8,434.03	8,849.46	9,285.66	9,743.67
			1,855.01	1,946.31	2,042.18	2,142.84	2,248.54
			46.37528	48.65786	51.05456	53.57111	56.21348
407	03	PARTS AND INVENTORY	68,080.60	71,409.36	74,904.56	78,574.52	82,427.98
	Sch=PS1	CONTROL WORKER	5,673.38	5,950.78	6,242.05	6,547.88	6,869.00
			1,309.24	1,373.26	1,440.47	1,511.05	1,585.15
			32.73106	34.33142	36.01181	37.77621	39.62884
287	37	PERMIT TECHNICIAN	69,342.84	72,734.71	76,296.19	80,035.73	83,962.25
	Sch=M22		5,778.57	6,061.23	6,358.02	6,669.64	6,996.85
			1,333.52	1,398.74	1,467.23	1,539.15	1,614.66
			33.33790	34.96861	36.68086	38.47872	40.36647
291	60	PERMIT TECHNICIAN II	74,091.44	77,720.74	81,531.52	85,532.82	89,734.19
	Sch=M22		6,174.29	6,476.73	6,794.29	7,127.74	7,477.85
			1,424.84	1,494.63	1,567.91	1,644.86	1,725.66
			35.62088	37.36574	39.19785	41.12155	43.14144
252	38	PLAN CHECK ENGINEER	118,817.52	124,683.13	130,842.01	137,308.86	144,099.04
	Sch=M22		9,901.46	10,390.26	10,903.50	11,442.41	12,008.25
			2,284.95	2,397.75	2,516.19	2,640.56	2,771.14
			57.12381	59.94381	62.90481	66.01388	69.27838
258	41	PLANNER, ASSISTANT	96,166.84	100,899.92	105,869.65	111,087.87	116,566.99
	Sch=M22		8,013.90	8,408.33	8,822.47	9,257.32	9,713.92
			1,849.36	1,940.38	2,035.95	2,136.31	2,241.67
			46.23406	48.50958	50.89887	53.40763	56.04182

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
257	42	PLANNER, ASSOCIATE	111,087.87	116,566.99	122,320.07	128,360.81	134,703.58
	Sch=M22		9,257.32	9,713.92	10,193.34	10,696.73	11,225.30
			2,136.31	2,241.67	2,352.31	2,468.48	2,590.45
			53.40763	56.04182	58.80773	61.71193	64.76134
261	22	PLANNER, SENIOR	116,567.01	122,320.09	128,360.83	134,703.60	141,363.51
	Sch=M22		9,713.92	10,193.34	10,696.74	11,225.30	11,780.29
			2,241.67	2,352.31	2,468.48	2,590.45	2,718.53
			56.04183	58.80774	61.71194	64.76135	67.96323
231	43	POLICE CLERK	64,187.93	67,322.05	70,612.90	74,068.28	77,696.42
	Sch=M22		5,348.99	5,610.17	5,884.41	6,172.36	6,474.70
			1,234.38	1,294.65	1,357.94	1,424.39	1,494.16
			30.85958	32.36637	33.94851	35.60975	37.35405
229	20	POLICE CLERK,	67,322.13	70,612.97	74,068.35	77,696.49	81,506.06
	Sch=M22	SENIOR	5,610.18	5,884.41	6,172.36	6,474.71	6,792.17
			1,294.66	1,357.94	1,424.39	1,494.16	1,567.42
			32.36641	33.94854	35.60978	37.35408	39.18561
230	52	POLICE CLERK,	79,619.04	83,524.73	87,625.70	91,931.73	96,453.04
	Sch=M22	SUPERVISING	6,634.92	6,960.39	7,302.14	7,660.98	8,037.75
			1,531.14	1,606.24	1,685.11	1,767.92	1,854.87
			38.27838	40.15612	42.12774	44.19795	46.37165
237	55	POLICE IDENTIFICATION	81,135.81	85,117.33	89,297.93	93,687.56	98,296.68
	Sch=M22	TECHNICIAN	6,761.32	7,093.11	7,441.49	7,807.30	8,191.39
			1,560.30	1,636.87	1,717.27	1,801.68	1,890.32
			39.00760	40.92179	42.93170	45.04210	47.25802
215	36	PROPERTY AND EVIDENCE	68,338.90	71,680.57	75,189.35	78,873.54	82,741.96
	Sch=M22	SPECIALIST	5,694.91	5,973.38	6,265.78	6,572.80	6,895.16
			1,314.21	1,378.47	1,445.95	1,516.80	1,591.19
			32.85524	34.46181	36.14873	37.91997	39.77979
236	54	PROPERTY AND EVIDENCE	77,343.90	81,135.83	85,117.35	89,297.95	93,687.58
	Sch=M22	SPECIALIST, SUPERVISING	6,445.33	6,761.32	7,093.11	7,441.50	7,807.30
			1,487.38	1,560.30	1,636.87	1,717.27	1,801.68
			37.18457	39.00761	40.92180	42.93171	45.04211
235	44	PUBLIC SAFETY	79,619.04	83,524.73	87,625.70	91,931.73	96,453.04
	Sch=M22	DISPATCHER	6,634.92	6,960.39	7,302.14	7,660.98	8,037.75
			1,531.14	1,606.24	1,685.11	1,767.92	1,854.87
			38.27838	40.15612	42.12774	44.19795	46.37165
245	31	PUBLIC SAFETY	83,524.69	87,625.66	91,931.68	96,453.00	101,200.39
	Sch=M22	DISPATCHER, SENIOR	6,960.39	7,302.14	7,660.97	8,037.75	8,433.37
			1,606.24	1,685.11	1,767.92	1,854.87	1,946.16
			40.15610	42.12772	44.19792	46.37163	48.65403
238	45	PUBLIC SAFETY	91,983.74	96,507.67	101,257.78	106,245.40	111,482.40
	Sch=M22	DISPATCHER, SUPERVISING	7,665.31	8,042.31	8,438.15	8,853.78	9,290.20
			1,768.92	1,855.92	1,947.27	2,043.18	2,143.89
			44.22295	46.39792	48.68163	51.07952	53.59731

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
220	46	PURCHASING SPECIALIST	75,373.88	79,067.31	82,945.40	87,017.41	91,293.02
	Sch=M22		6,281.16	6,588.94	6,912.12	7,251.45	7,607.75
			1,449.50	1,520.53	1,595.10	1,673.41	1,755.64
			36.23744	38.01313	39.87760	41.83529	43.89088
233	65	RECYCLING SPECIALIST	85,772.48	89,985.83	94,409.87	99,055.09	103,932.57
	Sch=M22		7,147.71	7,498.82	7,867.49	8,254.59	8,661.05
			1,649.47	1,730.50	1,815.57	1,904.91	1,998.70
			41.23677	43.26242	45.38936	47.62264	49.96758
405	39	TRAFFIC SIGNAL	70,584.08	74,038.02	77,664.65	81,472.62	85,470.99
	Sch=PS1	TECHNICIAN TRAINEE	5,882.01	6,169.84	6,472.05	6,789.39	7,122.58
			1,357.39	1,423.81	1,493.55	1,566.78	1,643.67
			33.93465	35.59520	37.33877	39.16953	41.09182
406	24	TRAFFIC SIGNAL	75,419.60	79,115.31	82,995.82	87,070.34	91,348.60
	Sch=PS1	TECHNICIAN	6,284.97	6,592.94	6,916.32	7,255.86	7,612.38
			1,450.38	1,521.45	1,596.07	1,674.43	1,756.70
			36.25942	38.03621	39.90184	41.86074	43.91760
408	53	TRAFFIC SIGNAL	82,509.20	86,559.39	90,812.09	95,277.43	99,966.04
	Sch=PS1	TECHNICIAN, SENIOR	6,875.77	7,213.28	7,567.67	7,939.79	8,330.50
			1,586.72	1,664.60	1,746.39	1,832.26	1,922.42
			39.66788	41.61509	43.65966	45.80646	48.06060
248	53	TRANSPORTATION	118,917.90	124,788.54	130,952.70	137,425.07	144,221.06
	Sch=M22	ENGINEER, ASSOCIATE	9,909.83	10,399.05	10,912.73	11,452.09	12,018.42
			2,286.88	2,399.78	2,518.32	2,642.79	2,773.48
			57.17207	59.99449	62.95803	66.06975	69.33705
396	44	WASTEWATER COLLECTIONS	58,019.99	60,845.72	63,812.73	66,928.10	70,199.24
	Sch=PS1	SYSTEMS TRAINEE	4,835.00	5,070.48	5,317.73	5,577.34	5,849.94
			1,115.77	1,170.11	1,227.17	1,287.08	1,349.99
			27.89423	29.25275	30.67920	32.17697	33.74963
397	45	WASTEWATER COLLECTIONS	67,138.85	70,458.06	73,943.24	77,602.67	81,445.07
	Sch=PS1	SYSTEMS WORKER I	5,594.90	5,871.51	6,161.94	6,466.89	6,787.09
			1,291.13	1,354.96	1,421.99	1,492.36	1,566.25
			32.27829	33.87407	35.54963	37.30898	39.15628
398	46	WASTEWATER COLLECTIONS	73,767.25	77,417.88	81,251.05	85,275.87	89,501.94
	Sch=PS1	SYSTEMS WORKER II	6,147.27	6,451.49	6,770.92	7,106.32	7,458.50
			1,418.60	1,488.81	1,562.52	1,639.92	1,721.19
			35.46502	37.22013	39.06300	40.99801	43.02978
399	47	WASTEWATER COLLECTIONS	81,095.37	85,112.41	89,330.30	93,759.09	98,409.31
	Sch=PS1	SYSTEMS WORKER III	6,757.95	7,092.70	7,444.19	7,813.26	8,200.78
			1,559.53	1,636.78	1,717.89	1,803.06	1,892.49
			38.98816	40.91943	42.94726	45.07649	47.31217
445	15	WATER DISTRIBUTION	61,975.99	64,999.53	68,174.24	71,507.69	75,007.81
	Sch=PS1	OPERATOR TRAINEE	5,164.67	5,416.63	5,681.19	5,958.97	6,250.65
			1,191.85	1,249.99	1,311.04	1,375.15	1,442.46
			29.79615	31.24977	32.77608	34.37870	36.06145

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
446	32	WATER DISTRIBUTION	69,474.38	72,872.82	76,441.19	80,187.99	84,122.12
	Sch=PS1	OPERATOR I	5,789.53	6,072.74	6,370.10	6,682.33	7,010.18
			1,336.05	1,401.40	1,470.02	1,542.08	1,617.73
			33.40114	35.03501	36.75057	38.55192	40.44333
447	33	WATER DISTRIBUTION	79,669.72	83,577.94	87,681.57	91,990.38	96,514.62
	Sch=PS1	OPERATOR II	6,639.14	6,964.83	7,306.80	7,665.87	8,042.89
			1,532.11	1,607.27	1,686.18	1,769.05	1,856.05
			38.30275	40.18170	42.15460	44.22614	46.40126
448	34	WATER DISTRIBUTION	85,922.85	90,143.72	94,575.65	99,229.17	104,115.35
	Sch=PS1	OPERATOR III	7,160.24	7,511.98	7,881.30	8,269.10	8,676.28
			1,652.36	1,733.53	1,818.76	1,908.25	2,002.22
			41.30906	43.33833	45.46906	47.70633	50.05546
470	05	WATER DISTRIBUTION	90,143.74	94,575.67	99,229.19	104,115.37	109,245.88
	Sch=PS1	SENIOR OPERATOR	7,511.98	7,881.31	8,269.10	8,676.28	9,103.82
			1,733.53	1,818.76	1,908.25	2,002.22	2,100.88
			43.33834	45.46907	47.70634	50.05547	52.52206
469	06	WATER DISTRIBUTION	99,007.59	103,882.71	109,001.57	114,376.38	120,019.94
	Sch=PS1	SUPERVISING OPERATOR	8,250.63	8,656.89	9,083.46	9,531.37	10,001.66
			1,903.99	1,997.74	2,096.18	2,199.55	2,308.08
			47.59980	49.94361	52.40460	54.98864	57.70189
456	37	WATER RESOURCES	92,975.04	97,586.06	102,427.64	107,511.29	112,849.13
	Sch=PS1	COORDINATOR	7,747.92	8,132.17	8,535.64	8,959.27	9,404.09
			1,787.98	1,876.66	1,969.76	2,067.52	2,170.18
			44.69954	46.91638	49.24406	51.68812	54.25439
454		WATER RESOURCES	96,622.84	101,416.26	106,449.34	111,734.08	117,283.06
	Sch=PS1	COORDINATOR - ELECTRICAL &	8,051.90	8,451.36	8,870.78	9,311.17	9,773.59
		INSTRUMENTATION	1,858.13	1,950.31	2,047.10	2,148.73	2,255.44
			46.45329	48.75782	51.17757	53.71831	56.38609
463	25	WR INSTRUMENT	87,830.69	92,184.50	96,756.00	101,556.07	106,596.14
	Sch=PS1	CONTROL TECHNICIAN	7,319.22	7,682.04	8,063.00	8,463.01	8,883.01
			1,689.05	1,772.78	1,860.69	1,953.00	2,049.93
			42.22629	44.31947	46.51731	48.82503	51.24814
462	26	WR LABORATORY	83,894.09	88,051.07	92,415.90	96,998.96	101,811.18
	Sch=PS1	TECHNICIAN	6,991.17	7,337.59	7,701.33	8,083.25	8,484.27
			1,613.35	1,693.29	1,777.23	1,865.36	1,957.91
			40.33370	42.33225	44.43072	46.63412	48.94768
458	27	WR MECHANIC I	78,352.15	82,269.76	86,383.25	90,702.41	95,237.53
	Sch=PS1		6,529.35	6,855.81	7,198.60	7,558.53	7,936.46
			1,506.77	1,582.11	1,661.22	1,744.28	1,831.49
			37.66930	39.55277	41.53041	43.60693	45.78727
459	28	WR MECHANIC II	88,466.37	92,889.69	97,534.18	102,410.89	107,531.43
	Sch=PS1		7,372.20	7,740.81	8,127.85	8,534.24	8,960.95
			1,701.28	1,786.34	1,875.66	1,969.44	2,067.91
			42.53191	44.65851	46.89143	49.23600	51.69780

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/10/2022

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RAT STEP A	STEP B	STEP C	STEP D	STEP E
451	29	WR OPERATOR - GRADE I	79,139.17	83,020.85	87,096.63	91,376.19	95,869.72
	Sch=PS1		6,594.93	6,918.40	7,258.05	7,614.68	7,989.14
			1,521.91	1,596.55	1,674.94	1,757.23	1,843.65
			38.04768	39.91387	41.87338	43.93086	46.09121
453	48	WR OPERATOR - GRADE II	83,010.44	87,085.69	91,364.71	95,857.67	100,575.29
	Sch=PS1		6,917.54	7,257.14	7,613.73	7,988.14	8,381.27
			1,596.35	1,674.72	1,757.01	1,843.42	1,934.14
			39.90887	41.86812	43.92534	46.08542	48.35350
452	30	WR OPERATOR - GRADE III	89,644.93	94,051.91	98,679.24	103,537.93	108,639.55
	Sch=PS1		7,470.41	7,837.66	8,223.27	8,628.16	9,053.30
			1,723.94	1,808.69	1,897.68	1,991.11	2,089.22
			43.09852	45.21726	47.44194	49.77785	52.23055
455	31	WR OPERATOR - TRAINEE	66,769.31	70,032.51	73,458.87	77,056.55	80,834.11
	Sch=PS1		5,564.11	5,836.04	6,121.57	6,421.38	6,736.18
			1,284.03	1,346.78	1,412.67	1,481.86	1,554.50
			32.10063	33.66948	35.31676	37.04642	38.86255
457	49	WR SENIOR OPERATOR	94,065.51	98,693.53	103,552.93	108,655.31	114,012.81
	Sch=PS1		7,838.79	8,224.46	8,629.41	9,054.61	9,501.07
			1,808.95	1,897.95	1,991.40	2,089.53	2,192.55
			45.22380	47.44881	49.78506	52.23813	54.81385
461	35	WR SOURCE CONTROL	88,182.89	92,554.31	97,144.29	101,963.78	107,024.24
	Sch=PS1	INSPECTOR	7,348.57	7,712.86	8,095.36	8,496.98	8,918.69
			1,695.82	1,779.89	1,868.16	1,960.84	2,058.16
			42.39562	44.49726	46.70399	49.02105	51.45396
460	36	WR SOURCE CONTROL	82,983.27	87,057.17	91,334.76	95,826.22	100,542.26
	Sch=PS1	TECHNICIAN	6,915.27	7,254.76	7,611.23	7,985.52	8,378.52
			1,595.83	1,674.18	1,756.44	1,842.81	1,933.51
			39.89580	41.85441	43.91094	46.07030	48.33763
464	50	WR SUPERVISING	103,314.73	108,405.19	113,750.18	119,362.42	125,255.27
	Sch=PS1	OPERATOR	8,609.56	9,033.77	9,479.18	9,946.87	10,437.94
			1,986.82	2,084.72	2,187.50	2,295.43	2,408.76
			49.67054	52.11788	54.68759	57.38578	60.21888
952	51	YOUTH SERVICES CASE	82,573.15	86,626.54	90,882.61	95,351.47	100,043.79
	Sch=M22	COORDINATOR	6,881.10	7,218.88	7,573.55	7,945.96	8,336.98
			1,587.95	1,665.90	1,747.74	1,833.68	1,923.92
			39.69863	41.64738	43.69356	45.84205	48.09798

*New Classification added 03/27/2023

**Retitled Classification 03/27/2023

EXHIBIT A

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/08/2023

Schedule = P14

CLASS CODE	RANGE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
604	01	POLICE OFFICER	105,639.90	110,921.89	116,467.98	122,291.38	128,405.95
			8,803.33	9,243.49	9,705.67	10,190.95	10,700.50
			2031.54	2133.11	2239.77	2351.76	2469.35
			50.78841	53.32783	55.99422	58.79393	61.73363
603	02	POLICE SERGEANT	131,448.44	138,020.86	144,921.90	152,168.00	159,776.40
			10,954.04	11,501.74	12,076.83	12,680.67	13,314.70
			2527.85	2654.25	2786.96	2926.31	3072.62
			63.19637	66.35618	69.67399	73.15769	76.81558
606	03	POLICE TRAINEE (Non-Sworn)	37.00128	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$14,095.31	-	$17,619.14
119	Assistant Administrative Services Director			
100	Assistant City Attorney			
132	Assistant Community Development Director			
129	Assistant Public Works Director			
124	City Engineer			
		$13,112.20	-	$16,390.25
250	Assistant City Engineer			
289	Building Official			
218	Finance Manager			
125	Maintenance and Golf Operations Manager			
118	Planning Manager			
449	Water Resources Division Manager			
		$12,465.09	-	$15,581.36
123	Housing & Human Services Manager			
		$12,335.20	-	$15,419.00
246	Senior Transportation Engineer			
		$11,836.61	-	$14,795.76
283	Permit Center Manager			
		$11,812.81	-	$14,766.01
253	Senior Civil Engineer			
		$11,671.70	-	$14,589.63
269	Cyber Security Manager			
268	Information Technology Manager			
		$11,480.26	-	$14,350.33
127	Risk Manager			
		$11,331.75	-	$14,164.69
472	Airport Manager			
136	City Clerk			
134	Housing Programs Manager			
135	Human Services Programs Manager			
297	Police Support Services Manager			
259	Principal Planner			
951	Youth and Family Services Manager - Clinical			
		$10,698.76	-	$13,373.45
137	Assistant Finance Manager			
130	Assistant Library Director			
120	Economic Development Manager			
278	Inspection & Neighborhood Preservation Manager			
450	Water Resources Operations Manager			
474	Water Resources Technical Programs Manager			
953	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,730 - $17,650/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
		$10,170.15	-	$12,712.69
217	Accounting Supervisor			
232	Information Technology Coordinator			
148	Management Analyst, Senior			
133	Public Works Manager			
270	Systems Administrator			
468	Water Distribution Operations Manager			
		$10,062.21	-	$12,577.76
272	Construction Inspection Manager			
		$10,016.28	-	$12,520.35
128	Deputy City Attorney			
295	Police Business Services Manager			
293	Police Facility & Equipment Manager			
		$9,505.31	-	$11,881.64
131	Assistant City Clerk			
150	Management Analyst II			
298	Police Media & Community Relations Analyst			
126	Public Works Supervisor			
		$7,730.03	-	$9,662.54
207	Deputy City Clerk			
152	Management Analyst I			
264	Supervising Librarian			
466	Water Resources Communications Representative			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,730 - $19,000/month
Effective July 3, 2023

Class Code	Classification	Monthly Salary Range		
113	Assistant City Attorney, Senior (Confidential)	$15,196.70	-	$18,995.88
104	Assistant to the City Manager (Confidential)	$12,465.09	-	$15,581.36
122	Human Resources Manager (Confidential)	$13,112.20	-	$16,390.25
154	Human Resources Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
155	Human Resources Analyst II (Confidential)	$9,505.31	-	$11,881.64
156	Human Resources Analyst I (Confidential)	$7,730.03	-	$9,662.54
149	Management Analyst, Senior (Confidential)	$10,170.15	-	$12,712.69
151	Management Analyst II (Confidential)	$9,505.31	-	$11,881.64
153	Management Analyst I (Confidential)	$7,730.03	-	$9,662.54

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$13,810 - $21,410/month
Effective July 3, 2023

Class Code	Classification	Salary Range		
605	Police Captain	$17,127.29	-	$21,409.12
602	Police Lieutenant	$13,810.72	-	$17,263.40

EXHIBIT A

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,120 - $10,670/month
Effective July 3, 2023

Class Code	Classifications	Monthly Salary Range		
216	Administrative Receptionist	$5,120.02	-	$6,400.02
203	Administrative Specialist I	$5,926.26	-	$7,407.83
227	Administrative Specialist II	$6,665.14	-	$8,331.43
200	Executive Assistant	$8,532.40	-	$10,665.50
226	Human Resources Clerk I	$5,926.26	-	$7,407.83
212	Human Resources Clerk II	$6,519.55	-	$8,149.44
219	Human Resources Technician	$7,153.66	-	$8,942.08
201	Law Office Supervisor	$8,532.40	-	$10,665.50
204	Legal Assistant	$7,085.67	-	$8,857.09

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$13,684 - $24,210/month
Effective December 5, 2022

Class Code	Classification	Monthly Salary Range		
109	Administrative Services Director	$15,956.73	-	$19,945.91
103	Assistant City Manager	$17,212.88	-	$21,516.10
105	Community Development Director	$15,956.73	-	$19,945.91
106	Deputy City Manager	$13,684.77	-	$17,105.96
117	Deputy City Manager/City Clerk*	$13,684.77	-	$17,105.96
114	Innovation and Economic Development Director	$15,956.73	-	$19,945.91
121	Library Services Director	$15,956.73	-	$19,945.91
107	Police Chief**	$19,364.56	-	$24,205.70
111	Public Works Director	$15,956.73	-	$19,945.91

*New Position Added 03/27/2023
**Police Chief 3.0% Salary Adjustment to match Police Management increase effective 7/3/2023

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
102	City Manager	$317,200	12/5/2022
112	City Attorney	$290,170	12/5/2022

EXHIBIT A

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Salary Range	Effective Date
210	Department Assistant	$15.50 - $25.25 Hourly	12/19/22
438	Field/Maintenance Aide	$15.50 - $25.25 Hourly	12/19/22
240	Law Clerk	$15.50 - $25.00 Hourly	12/19/22
915	Temporary Librarian	$19.00 - $23.50 Hourly	05/11/07
916	Temporary Library Assistant	$17.00 - $22.50 Hourly	05/11/07
917	Temporary Library Clerk	$15.75 - $19.00 Hourly	05/11/07
920	Library Aide	$15.50 Hour	12/19/22
961	Police Cadet	$15.50 - $19.00 Hourly	12/19/22
963	Reserve Police Officer	Hourly equivalent to Police Officer Step A	
956	Special Projects Coordinator	$20.00 - $100.00 Hourly	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.14**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the Memorandum of Understanding (Labor Agreement) between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Fire Fighters, Local 1974, Battalion Chiefs Unit, for the term of September 1, 2022, through June 30, 2025.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the Livermore-Pleasanton Fire Department Joint Powers Authority and the International Association of Firefighters Local 1974, Battalion Chiefs Unit (IAFF Battalion Chiefs), for the term of September 1, 2022 through June 30, 2025.

SUMMARY

Effective July 18, 2022, the Fire Battalion Chiefs were granted formal recognition as a bargaining unit, the International Association of Firefighters Local 1974, Battalion Chief's Unit, which represents seven employees in the classification of Battalion Chief.

On October 11, 2022, representatives from the cities of Livermore, Pleasanton, and IAFF Battalion Chiefs, began the meet and confer process regarding terms and conditions of employment to reach an agreement on a MOU. The parties met ten (10) times on the terms to be contained in the MOU.

As a result of these meetings, a tentative agreement between the parties has been reached, subject to City Council approval, on the terms and conditions of employment. On April 21, 2023, the agreement was ratified by the IAFF Battalion Chiefs' membership. As required by the Livermore-Pleasanton Fire Department Joint Powers Authority (JPA), on June 7, 2023, the JPA Board of Directors approved the tentative agreement. The last step is to have the agreement approved by both the Livermore and Pleasanton City Councils. The City of Pleasanton has a two-step process for approving the agreement. It will go before the Council for the first time on June 20, 2023, and the Council will vote to approve the agreement on July 18, 2023. A complete copy of the Memorandum of Understanding (MOU) is set forth in Exhibit A - Memorandum of Understanding between LPFD and IAFF, Local 1974, Battalion Chief's

Unit.

DISCUSSION

The following is a summary of the key provisions of the MOU.

1. **Term of Agreement**: September 1, 2022, through June 30, 2025.

2. **General Wage Increases**:
- Effective June 10, 2023, Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay.
- Effective January 6, 2024: Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay. The Battalion Chiefs' salary range will be adjusted accordingly.
- Effective January 4, 2025: Battalion Chiefs will receive a cost-of-living increase of one percent (1%) of their base pay. The Battalion Chief's salary range will be adjusted accordingly.

3. **Salary Ranges**: Salary ranges have been established for Battalion Chiefs. For all current Battalion Chiefs at the time of the effective date of the MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief on July 1 each year and up to an additional two percent (2%) based on recommendation of the Fire Chief and approval by the City Manager. For all Battalion Chiefs promoted after the effective date of the MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief and up to an additional two percent (2%) based on recommendation of the Fire Chief and approval by the City Manager on the anniversary date of their promotion. Once the Battalion Chief has reached the top step of the salary range, no further increases are available.

4. **One Time Payment**: Effective the first full pay period after the Livermore and Pleasanton City Councils approve the MOU in open session, the Battalion Chiefs will receive a one-time payment equal to $4,000.

5. **Training Premium Pay**: Increase training premium pay from 15% to 25% of the Battalion Chief base rate of pay for Battalion Chiefs assigned to a 40-hour work week as the Training Chief.

6. **Increase and Expand Battalion Chief Coverage Stipend**:
- Effective June 10, 2023, increase the Battalion Chief Coverage Stipend from $75.00/per hour to $83.00/per hour.
- Effective January 6, 2024, increase the Battalion Chief Coverage Stipend from $83.00/per hour to $85.00/per hour.
- Effective January 4, 2025, increase the Battalion Chief Coverage Stipend from $85.00/per hour to $86.00/per hour.
- Battalion Chief Coverage Stipend is available when providing shift coverage for the 24-hour Battalion Chief in their absence, when performing Out of Class Work, or when approved by the Fire Chief and/or designee, when assigned to participate in off-duty events greater than three (3) hours in a single day to conduct business outside their normal management roles and responsibilities, for example instructing training classes, or serving as assessment panelists for other agencies.

7. **Out of Class Work**: The City and the Union have agreed to a one (1) year trial period that allows Battalion Chiefs to fill vacancies in the rank of Fire Captain to assist in preventing mandatory shift fill, provided all vacancies in the Battalion Chief position have been filled. When working in the rank of Captain, Battalion Chiefs will receive Battalion Chief Coverage Stipend Pay. At the end of the one (1) year trial, the acting program for the Battalion Chiefs to work down as Captains ends unless the trial period is mutually agreed to be extended by the Fire Chief and the Union.

8. **Administrative Leave Pay for 2022**: Effective the first full pay period after Council approves the MOU, Battalion Chiefs will receive a one-time payment equal to twenty-four (24) hours of base pay at their rate of pay in December 2022.

9. **Uniform Allowance**: Increase annual uniform allowance from $800 to $1000.

10. **Vacation Accumulation and Scheduling**: Increase vacation accruals from a maximum of four hundred (400) hours to four hundred and thirty-two (432) hours. All vacation requests and use require approval by the Fire Chief and/or designee.

11. **Long Term Disability**: The City shall pay to the Union the sum of twenty-nine dollars and fifty cents ($29.50), up to a maximum of forty dollars ($40.00) towards the monthly premium for each Battalion Chief enrolled in the Union's long-term disability plan.

FISCAL AND ADMINISTRATIVE IMPACTS

The financial impact to the Livermore-Pleasanton Fire Department budget as a result of implementing this Memorandum of Understating is approximately $300,000 over the term of the agreement. The cost is shared by the cities of Livermore and Pleasanton. Livermore's share is approximately $150,000 over the term of the agreement. All subsequent fiscal impacts for the City's share of the cost for the salaries and benefits in the Memorandum of Understanding will be incorporated in the future operating budgets.

COMMUNITY PILLAR

5: A City that Works

GOAL CATEGORY

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - Memorandum of Understanding between LPFD and IAFF, Local 1974, Battalion Chiefs' Unit

Prepared by: Kristen Hilton
Senior Human Resource Analyst

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 THE MEMORANDUM OF UNDERSTANDING BETWEEN THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1974, BATTALION CHIEF'S UNIT

Effective July 18, 2022, the Fire Battalion Chiefs were granted formal recognition as a bargaining unit, the International Association of Firefighters Local 1974, Battalion Chief's Unit.

The labor negotiators for International Association of Firefighters Local 1974, Battalion Chief's Unit and the Livermore-Pleasanton Joint Powers Authority reached a tentative agreement for a Memorandum of Understanding which is attached to this resolution as Exhibit A.

On April 21, 2023, the International Association of Firefighters Local 1974, Battalion Chief's Unit advised that the tentative agreement was ratified by the membership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the Memorandum of Understanding between the Livermore-Pleasanton Fire Department Joint Powers Authority, and the International Association of Firefighters Local 1974, Battalion Chief's Unit for the period of September 1, 2022, through June 30, 2025, attached as Exhibit A to this resolution, which shall not be modified without further approval by the City Council for the City of Livermore as set forth in the agreement for the Livermore-Pleasanton Fire Department Joint Powers Authority.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Memorandum of Understanding between LPFD and IAFF, Local 1974, Battalion Chief's Unit

EXHIBIT A

Livermore-Pleasanton Fire Department Joint Powers Authority

and

The International Association of Fire Fighters, Local 1974 Battalion Chief's Unit, AFL-CIO-CLC

MEMORANDUM

OF

UNDERSTANDING

September 1, 2022 – JUNE 30, 2025

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Table of Contents

Section 1. **Recognition** 3
Section 2. **Union Security** 3
Section 3. **No Discrimination** 6
Section 4. **Union Representatives** 6
Section 5. **Salaries** 6
Section 6. **Hours of Work, Shift & Station Assignments** 9
Section 7. **Holiday Pay** 10
Section 8. **Documentation Regarding Organized Mess** 11
Section 9. **Vacations** 11
Section 10. **Sick Leave** 15
Section 11. **Leaves** 17
Section 12. **Health and Welfare** 20
Section 13. **Retirement** 24
Section 14. **Uniforms** 25
Section 15. **Credit Union** 26
Section 16. **Probationary Period** 26
Section 17. **Promotion, Demotion, and Long-Term Acting Assignments** 26
Section 18. **Resignation, Reinstatement and Layoff** 27
Section 19. **Discipline** 28
Section 20. **Grievances** 28
Section 21. **Medical Examination** 31
Section 22. **Outside Employment** 31
Section 23. **Disability Accommodations** 32
Section 24. **Miscellaneous** 32
Section 25. **Bargaining Waiver and Separability of Provisions** 33
Section 26. **Existing Memorandum of Understanding** 35

Appendix A
Salary Schedules 35
Appendix B
Catastrophic Leave Policy 36
Appendix C
Substance Testing Policy 37
Appendix D
Battalion Chiefs Performance Evaluation Form 50
Appendix E
Battalion Chief Staffing Policy 60

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The City of Livermore and the City of Pleasanton have jointly formed the Livermore-Pleasanton Fire Department Joint Powers Authority ("JPA") to operate the Livermore-Pleasanton Fire Department ("LPFD" or "Department"). The International Association of Fire Fighters, Local 1974, Battalion Chiefs Unit, AFL-CIO-CLC ("Union"), and representatives of the City of Livermore and the City of Pleasanton have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in the representation unit specified in Section 1, and have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act ("MMBA") (Government Code Section 3500, et. seq.) and has been jointly prepared by the parties.

This MOU has been presented to the JPA's governing board and to the City Councils of the City of Livermore and the City of Pleasanton. The governing board and the City Councils have approved the salary and employee benefit adjustments for the period commencing September 1, 2022 and ending on June 30 2025.

The City of Pleasanton ("City" or "Employer") is the employer of all employees represented by the Union and covered by this MOU. "Employees" as used in this MOU shall mean employees of the City.

Section 1. Recognition

"The Union" is the formally recognized employee organization for the Battalion Chief's Unit comprised of the classification of Battalion Chief certified pursuant to the Employer-Employee Relations Procedures & Resolution No. 97-1 adopted by the JPA on November 21, 1997.

Section 2. Union Security

2.1 Dues Deduction

A. Bargaining unit employees may voluntarily join the Union and authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively "dues deductions"). The Union shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize dues deductions. The Union shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

B. The Employer agrees to deduct from the paychecks of each bargaining unit employee who voluntarily authorizes dues deductions as certified by the Union, or pursuant to an authorization form tendered to the Employer by either the Union or the employee. The City shall deduct from each bargaining unit employee's paycheck the total amount of dues certified by the Union per month or per pay period as applicable. The Employer shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the officer designated in writing by the President of the Union as the person authorized to receive such funds.

   The Employer will implement any change to a bargaining unit employee's payroll deduction during the first full pay period following notification of such change by the Union.

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If a bargaining unit employees desires to revoke, cancel or change their prior dues deduction authorization, the Employer shall direct the employee to the Union. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Union to the Employer and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

C. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. Thus, all other legal and required deductions have priority over union dues. In addition, in order to meet certain accounting deadlines, all payroll changes connected with the deduction of union dues must be made by the fifteenth (15) of the preceding month.

D. The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the Livermore-Pleasanton Fire Department for the purpose of complying with any of the provisions of this check-off agreement. In addition, the Union shall refund to the Livermore-Pleasanton Fire Department any amounts paid to it in error upon presentation of supporting evidence. However, the Union shall not be required to make reimbursements should discovery of the error occur twenty-four (24) months after the occurrence of the error.

2.2 Communication with Employees

A. New Employee Orientation Meetings

This provision applies to all new employees hired into the Battalion Chief's Unit and is intended to comply with the provisions of AB119.

1. The City will provide the Union with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the Union with ten (10) calendar days' advance notice. Notice will be made by way of email to the Union President and Vice President.

2. The Union will be given up to thirty (30) minutes as part of the new employee orientation meetings to present Union membership information to new employees of the Fire Employees Unit.

3. The Union representatives who will present information at the new employee orientation meetings may do so while on duty and in uniform, provided the Union notifies the Fire Chief of the names of the employees who will be presenting information on behalf of the Union at the new employee orientation meeting with at least five (5) days advance notice and the Fire Chief has agreed that the employees' participation will not create an unreasonable burden on operations.

4. The above provisions shall in no way impact or delay the hire of any employee.

B. Information Requirements

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1. The City will provide the Union with a digital file via email to the Union President and Vice President containing the following information for each employee in the Battalion Chief's Unit to the extent the Department has the information on file:

   - Name
   - Job title
   - Work location
   - Personal telephone number (may be home or cellular as provided by the employee)
   - Home address
   - Personal email addresses on file with the Department (new hires only)

2. The above information will be provided to the Union as follows:

   - For new hires, within 30 days of hire or by the first pay period of the month following hire.
   - For all bargaining unit employees every one hundred twenty (120) calendar days.

C. Facilities Visits

Any Union representative shall give notice to the Fire Chief when visiting employees at their assigned fire stations and fire administration during the employee's duty period, provided that solicitation for membership or other internal employee organization business shall be conducted only during the off-duty hours of all employees concerned. The Fire Chief and the Union may enter into a standing agreement for routine contact between Union representatives and on-duty employees and such agreement shall continue until revoked.

2.3 Bulletin Boards

The Department shall provide suitable space for bulletin boards in the fire stations. The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

2.4 Use of Department Facilities for Meetings

A. The Union President may, with the prior approval of the Fire Chief or designated representative, be granted the use of Department facilities and/or communications equipment for meetings of employees in this unit provided that:

1. Requests are made in advance.

2. Such meetings do not conflict with other Department activities.

3. Attendance of on-duty employees at such meetings may occur only after 1700 hours, unless other arrangements have been authorized in advance by the Fire Chief and only when it does not prevent the performance of required work.

4. Such meetings do not involve excessive or unnecessary station transfers or result in financial responsibility for the Department.

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B. Regularly Scheduled Membership Meetings.

1. Union meetings may be held in fire stations after 1700 hours unless other arrangements have been authorized in advance by the Fire Chief.

2. Union meetings shall not interfere with regularly scheduled duties or emergency response. Fire prevention personnel may attend union meetings during their regular work hours provided they are otherwise able to complete their duties.

3. On-duty members may attend Union meetings as long as no first-due districts are left empty or by approval of the Fire Chief.

C. Advance Notice

Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation relating to matters within the scope of representation and shall be given the opportunity to meet and confer in good faith with the appropriate management representatives prior to adoption.

The Department will provide the Union with reasonable written notice and the opportunity to meet and confer in good faith regarding the addition to or changes in Personnel Rules and Regulations, other policies, or departmental policies when such changes are within the scope of bargaining pursuant to the MMBA.

Section 3. No Discrimination

The Employer and the Union shall comply with the City of Pleasanton's Harassment, Discrimination, and Retaliation Policy (Human Resources & Administrative Policy Guide).

Furthermore, the Employer shall not discriminate or retaliate against any employee because of their engagement in legally protected Union activities.

Section 4. Union Representatives

Bargaining unit employees who are officers or official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of department services as determined by the Department. Such employee representatives shall submit requests for excused absences to the Fire Chief. The Union shall submit a list of the officers of the Union to the Fire Chief in writing at such time there are any changes in such Union officers.

Section 5. Salaries

5.1 Salary Ranges and Salary Increases for Contract Term

Salary ranges have been established for Battalion Chiefs. For all current Battalion Chiefs at the time of the effective date of MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief on July 1 each year and up to an additional two percent (2%) based on recommendation of Fire Chief and approval by the City Manager. For all Battalion Chief's promoted after the effective date of the MOU, movement through the range will be five percent (5%) based on an annual performance review rating of at least "meets expectations" by the Fire Chief and up to an additional two percent (2%) based on

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recommendation of Fire Chief and approval by City Manager on their anniversary date of their promotion. Once the Battalion Chief has reached the top of the salary range, no further increases are available.

*Effective upon Council Approval	Yearly Salary Range		Monthly Salary Range	
Salary Range	$178,315	$216,406	$14,859.58	$18,033.83

5.2 Cost of Living Increases (COLA) During Contract Term

2023: Effective June 10, 2023, Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay.

2024: Effective January 6, 2024, Battalion Chiefs will receive a cost-of-living increase of three percent (3%) of their base pay. The Battalion Chief's salary range will be adjusted accordingly.

2025: Effective January 4, 2025, Battalion Chiefs will receive a cost-of-living increase of one percent (1%) of their base pay. The Battalion Chief's salary range will be adjusted accordingly.

5.3 Acting Pay – Deputy Fire Chief / Fire Chief

At the discretion of the Fire Chief or the City Manager, Battalion Chiefs may be assigned in an acting or interim basis to the rank of Deputy Fire Chief or Fire Chief. When an employee is assigned and serving in the rank of Deputy Fire Chief or Fire Chief, that employee's acting rate of pay shall be at least 5% above the Battalion Chief's current pay rate beginning the first day of the acting assignment.

5.4 Salary Step After Change in Classification

When a Battalion Chief is promoted to a Deputy Chief or any other position in a higher classification, the employee shall receive the minimum rate for the higher classification; provided, however, that such rate is at least five percent (5%) above the employee's current wage rate.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the classification to which the employee is demoted. The specific rate of pay within the salary range shall be determined by the City Manager, whose decision shall be final; provided, however, that the employee's rate of pay shall not be lower than the salary rate the employee would earn had the employee remained in the lower classification.

5.5 Shift Management Compensation Pay

Battalion Chiefs assigned to a 56-shift schedule shall be compensated in the amount equal to 7.5% of the Battalion Chief current base rate of pay paid biweekly.

Shift Management Compensation covers time spent conducting normal management and/or administrative business when not on shift; for example, participating in command staff meetings, labor management meetings, BC meetings, shift management preparation, and end of shift hold over to complete turn over, reports, and paperwork, etc.

The Fire Chief, and/or designee, may approve additional compensation for the entire time spent, paid at the rate of the Battalion Chief coverage stipend under Section 5.8, when assigned to participate in off-duty events greater than three (3) hours in a single day, to conduct business outside their normal

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management roles and responsibilities; for example, instructing training classes, or serving as assessment panelists for other agencies, etc.

5.6 Training Premium Pay

Battalion Chiefs assigned to a 40-hour workweek as the Training Chief shall be compensated in the amount equal to 25% of the base rate of the Battalion Chief in Appendix A and are eligible to observe annual holidays as listed in Section 7 of the MOU.

5.7 Reimbursable Incidents & Training

A Battalion Chief or Acting Battalion Chief who is either assigned to a reimbursable incident/training or is providing coverage for someone that has been assigned to a reimbursable incident/training shall be compensated at one and one-half (1 ½) times the employee's 24-hour rate of pay in 15-minute increments.

5.8 Battalion Chief Coverage Stipend

Effective the pay period after the MOU is approved by the Pleasanton and Livermore City Council's in open session, Battalion Chiefs shall receive compensation of $83 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

Effective January 6, 2024, Battalion Chiefs shall receive compensation of $85 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

Effective January 4, 2025, Battalion Chiefs shall receive compensation of $86 per hour when providing shift coverage for any 24-hour Battalion Chief absence or position vacancy or when approved in accordance with Section 5.5.

5.9 Out of Class Work

The City and the Union have agreed to a one (1) year trial period that allows Battalion Chiefs, who have indicated their availability, to fill vacancies in the rank of Fire Captain to assist in preventing mandatory shift fill, provided all vacancies in the Battalion Chief position have been filled.

When working in the rank of Captain, Battalion Chiefs will receive stipend pay as provided in Section 5.8.

At the end of the one (1) year trial, the out of class program for the Battalion Chiefs to work down as Captains ends unless the trial period is mutually agreed to be extended by the Fire Chief and the Union.

Battalion Chiefs must indicate their availability as defined in the Staffing Policy.

No Battalion Chief may work out of class when a mandatory assignment exists in their perspective rank.

The Fire Chief and the Union maintain the ability to re-implement Out of Class Work, through mutual agreement, during the term of the contract based on department need.

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5.10 Administrative Leave Pay for 2022

Effective the first full pay period after Council approves the MOU, Battalion Chiefs will receive a one-time payment equal to 24 hours of base pay at their rate of pay in December 2022.

5.11 One-time Payment

Effective the first full pay period after Council approves the MOU, Battalion Chiefs will receive a one-time payment equal to $4,000.

Section 6. Hours of Work, Shift & Station Assignments

6.1 Exchanges of On-Duty Time (Shift Trades)

Trades of on-duty time shall only be permitted between employees that possess the necessary qualifications to perform the assignment with the approval of the Fire Chief or designee. Trades shall not be permitted to substitute for, extend, or supplement sick leave, long-term disability or worker's compensation leave unless approved by the Fire Chief. The employees involved in the trade shall make arrangements for the pay back of time.

Employees who owe time to other employees following a promotion may work in their former position in order to repay the previously traded time, i.e., an Battalion Chief may work as a Captain from which the employee was promoted. Employees must resolve owed trades within ninety (90) calendar days from the date of promotion.

Employees are not considered on the payroll or working additional hours under the Fair Labor Standards Act while on-duty and working their half of the trade. However, if the employee who assumes responsibility for working a trade fails to work the traded on-duty time, the originally scheduled employee will be charged vacation time equivalent to the time missed.

Trades can be cancelled at any time. However, the Fire Chief or their designee must be notified if a trade is cancelled less than six (6) days prior to the shift. Employees may cancel a maximum of six (6) trades per calendar year with less than six (6) days' advance notice.

6.2 Battalion Chief Assignments

Assignments to a specific battalion, shift and/or station shall be made through the bid system. Bids shall occur in descending order by rank seniority. Bid assignments will occur every other year, in the month of December starting in December 2023. In the event no Battalion Chiefs bid the 40-hour Battalion Chief assignment, the Fire Chief, and/or designee, will make the assignment based on organizational need. Consideration will be given not to assign Battalion Chiefs who previously served in the 40-hour Battalion Chief position for a minimum of one (1) year.

Approved bids and subsequent moves will take effect in January and will remain effective for two (2) years.

In the event an opening occurs during the two-year term, Battalion Chiefs may submit a request for re-assignment, but the Fire Chief and/or designee retains the right to fill the assignment based on organizational need. Consideration will be given not to assign Battalion Chiefs who previously served in the 40-hour Battalion Chief position for a minimum of one (1) year or based on seniority.

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The Fire Chief, and/or designee, has the discretion to administratively reassign personnel for up to four (4) months per assignment to meet Department needs. This shall not apply to probationary employees or assignments not resulting in the displacement of another employee. Transfer for purposes of punishment shall be done in accordance with Section 19 - Discipline.

A "Mutual" is an agreement between two individuals of the same rank to trade Station and/or shift assignments for a specific period of time. Mutuals are not permanent. Mutuals can be between individuals on the same shift or on different shifts. The individuals involved may set the time frame of the "Mutual", however, no mutual shall exceed twelve (12) months from the initial date. At the end of the twelve months both individuals will return to their original assignments. Both individuals must physically be able to meet their assigned Station requirements, i.e., if one of the individuals is unable to return to work within the first one-year period due to any reason, the "Mutual" is considered null and void. Individuals must be qualified for the position of the person with whom they are requesting the "Mutual".

Personnel may submit a request for a mutual, in writing, to the Fire Chief, and/or designee. Requests will be evaluated and approved on a case-by-case basis, based on department need.

Section 7. Holiday Pay

7.1 Holiday In Lieu

Battalion Chiefs assigned to a 56-hour work schedule are eligible to receive holiday-in lieu pay at the rate of 7.5% of the base salary. Holiday-in-lieu pay shall be paid on a biweekly basis. Battalion Chiefs shall receive holiday in lieu pay without regard for when holidays occur or whether such employees actually work on recognized holidays. Holiday in lieu pay will be reported as special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the CalPERS regulations and/or as defined pensionable compensation pursuant to the California Government Code and the CalPERS regulations as amended.

7.2 Observed Holidays

The following holidays are observed for the Battalion Chief's unit. Battalion Chiefs who work a 40 hour per week schedule are permitted to be off work on observed holidays without the loss of pay and do not qualify for the holiday in lieu pay provided per Section 9.1 of this MOU.

1. New Year's Day
2. Martin Luther King, Jr. Day (third Monday of January)
3. President's Day (third Monday of February)
4. Memorial Day (last Monday of May)
5. Independence Day
6. Labor Day (first Monday of September)
7. Veterans' Day
8. Thanksgiving Day
9. Day following Thanksgiving

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10. Christmas Eve Day

11. Christmas Day

7.3 Floating Holiday

Represented employees working a 40 hour schedule shall be credited with seven floating holidays (56 hours) on January 1 of each year. Employees hired January 1 through June 30 shall be credited with seven floating holidays (56 hours) upon hire. New employees hired July 1 through December 31 shall be credited with three floating holidays (24 hours) upon hire.

Employees will need to use all Floating Holiday hours by the last payroll period for the calendar year (instead of December 31) otherwise they will be lost. Battalion Chiefs will be provided and may use the next calendar year's allotment of Floating Holiday hours in the same payroll period.

Section 8. Documentation Regarding Organized Mess

In order that all members of each fire company are available at all times to respond to emergencies as quickly and efficiently as possible, and in order to provide for harmony and fellowship among the members of fire companies, there shall be a common organized mess at each fire station to which all bargaining unit employees assigned to that station shall be required to contribute on a daily basis. The Captain on each shift at each station shall normally make all assignments as to the duties to be performed by those employees in regard to the common mess. The Employer shall not be responsible for financially supporting or otherwise paying the cost of any on duty meal. Employees may be exempted from the common mess only for valid medical or religious reasons that have been verified to the City's satisfaction.

This provision is intended to satisfy Internal Revenue Service requirements as to the existence of a requirement that employees contribute to an organized mess.

Section 9. Vacations

9.1 Vacation Eligibility

All employees accrue paid vacation leave from their date of hire and may begin using accrued paid vacation leave after six (6) months of continuous service with the Department.

I. Vacation Accrual

A. Employees assigned to a fifty-six (56) hour work schedule shall accrue paid vacation leave in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual Rate
First through fourth year	12 hours
Fifth through ninth year	16 hours
Tenth through twelfth year	20 hours
Thirteenth through fifteenth year	22 hours
Sixteenth year and above	24 hours

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B. Employees assigned to a forty (40) hour work schedule shall accrue paid vacation leave in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual Rate
First through fourth year	8.57 hours
Fifth through ninth year	11.43 hours
Tenth through twelfth year	14.29 hours
Thirteenth through fifteenth year	15.71 hours
Sixteenth year and above	17.14 hours

Accrued vacation leave shall be credited to each employee's account biweekly.

9.2 Vacation Accumulation

Eligible employees may accumulate and maintain up to a maximum of four hundred thirty-two (432) hours of accrued vacation leave.

Employees are not allowed to accrue vacation hours above the cap. At any time an employee reaches the four hundred thirty-two (432) hour cap, the employee will cease accruing additional vacation leave until such time as the balance falls below the cap. However, in the event an employee has requested to take vacation but been denied or otherwise prevented from using vacation leave due to extenuating circumstances, the employee may submit a written request to the City Manager, or designee, for special consideration to carry over vacation balances beyond four hundred thirty-two (432) hours.

9.3 Vacation Scheduling and Use

All scheduled use of vacation shall be approved in advance by the Fire Chief and/or designee.

Annual Vacation Scheduling:

A. During January of each year, and no later than February 1, employees shall be granted an opportunity to request Annual Vacation Picks (AVP) time in order of department seniority. The January selections shall be for the period from February 1 to January 31 of the following year. Each employee in turn will have an initial choice of vacation. Vacation selections can be for as many shifts/hours as the employee desires, not to exceed the total number of vacation leave hours the employee will have accrued by the date of the requested vacation, provided the vacation shift/hours are taken consecutively. Once the most senior employee makes an initial vacation selection, the next most senior employee will make an initial selection of vacation shifts/hours. This process shall continue until all employees have an opportunity to make an initial selection of vacation. After all employees make their initial selections, second-choice vacation selections will occur. Second-choice vacation selections will be done in the same manner as the first-choice selections. After the second-choice vacation selections are completed, the third-choice selections can begin and so on until no one wishes to choose any more vacation time.

B. Only 1 Shift Battalion Chief may request annual vacation each day.

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C. Battalion Chiefs will coordinate among themselves to complete the selection process.

D. Battalion Chief's assigned to 24-hour shifts schedules must use vacation leave in increments of either twenty-four (24) or twelve (12) hours. When used in twelve (12) hour increments, vacations must be taken from either 0800 to 2000 hours or 2000 to 0800 hours.

E. If two (2) or more employees from the same employing agency have the same employment date, seniority will be determined by placement on the employment list. If two (2) or more employees from different hiring agencies have the same employment date, seniority will be determined by drawing from a hat.

F. Battalion Chief's assigned to a 40-hour work week may select their Annual Vacation Picks in accordance with the timeline outlined above. Battalion Chiefs assigned to a 40-hour work week may take vacation in increments consistent with their regular work period.

G. No employee may request vacation for 4th of July, Thanksgiving, Christmas Eve, or Christmas Day.

NOTE: Refer to Holiday Staffing for non-annual vacation holiday requests.

H. All approved Annual Vacation Picks will be guaranteed, provided they have been requested in accordance with the procedures outlines in this section.

I. Once Annual Vacation Picks have been completed, they will be forwarded to the Fire Chief and/or their designee for review and approval.

J. Employees who are reassigned during the calendar year, will have previously approved vacation transferred to cover time off for the same date range prior to the reassignment.

K. In the event staffing requires revocation of approved vacation, Annual Vacation Picks will be the last to be revoked. (Refer to the Staffing Policy for additional information.)

Vacation Scheduling

A. All vacation requests and use require approval by the Fire Chief and/or designee. This applies to both Shift Battalion Chiefs and 40-hour Battalion Chiefs.

B. Requests that may result in a mandatory assignment will not be an automatic disqualifier.

C. Battalion Chiefs assigned to 24-hour shift schedules must use vacation leave in increments of either twenty-four (24) or twelve (12) hours. When used in twelve (12) hour increments, vacations must be taken from either 0800 to 2000 hours or 2000 to 0800 hours.

Employees may take less than twenty-four (24) or twelve (12) hours provided they find their own coverage. The Fire Chief, and/or designee may approve vacation requests in less than twelve (12) hour increments to accommodate employee enrollment in college or university courses. The courses or classes attended must be appropriate to employee development. The decision of the Fire Chief, and/or designee shall be final.

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D. Battalion Chiefs assigned to a 40-hour work week may request vacation in one (1) hour increments.

E. Authorized emergency vacation may be allowed due to special circumstances and temporary assignments will be made to accommodate such a need.

F. The Fire Chief, and/or designee may permit non-probationary employees to use of up to fifty-six (56) hours of paid vacation leave in advance of accruing such hours to their vacation leave accounts. The use of such leave shall not be prescheduled or considered earned vacation for accrual purposes.

Holiday Staffing

A. Holidays will be staffed as follows:

July 4 – Filled on June 4

Thanksgiving – Filled on October 25

Christmas Eve & Christmas Day – Filled on November 25 (Christmas Day Fills 1st)

B. Employees may request vacation on 4th of July, Thanksgiving, Christmas Eve, or Christmas Day, provided they find their own relief, and only after staffing has filled in accordance with the procedures outlined above.

C. Battalion Chiefs are required to use three (3) consecutive 24-hours of approved vacation to receive mandate protection between December 15 and January 5. Vacation must be cancelled prior to the vacancy being filled during this same time period.

Annual Vacation | Vacation Cancellation

A. Employees may cancel previously scheduled vacation at any time by notifying the Department at least twenty-four (24) hours prior to the start of the shift. However, the Fire Chief and/or designee must also be notified whenever vacation is cancelled less than six (6) days prior to the shift.

EXCEPTION: See Holiday Staffing

B. Employees are allowed a maximum of six (6) vacation cancellations per calendar year with less than six (6) days' advance notice.

9.5 Vacation Pay at Termination

All employees shall be paid for all vacation leave earned prior to the effective date of termination. Such compensation shall be paid to employees in one lump sum in a final check. Employees understand that if there is a deficit balance in their vacation leave accounts at termination, that deficit amount will be deducted from final compensation.

Employees may not use accumulated leave to end service prior to retirement or separation from the City, unless authorized by the City Manager.

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9.6 Vacation Sell Back

Employees may request to sell back up to two hundred forty (240) hours of accrued vacation leave in each calendar year. Employees may sell back accrued vacation leave in one (1) hour increments with a minimum sell back of eight (8) hours on the first pay date in March, June, September and December of each year. Written requests for payment must be made by the employee fifteen (15) days in advance of the first pay date in March, June, September and December.

Section 10. Sick Leave

10.1 Sick Leave Accrual – 56 Hour Shift Employees

Battalion Chiefs assigned to a 56-hour work schedule shall earn sick leave at the rate of eleven and two-tenths (11.2) hours for each month of service. Battalion Chiefs assigned to a 56-hour work schedule may accumulate an unlimited number of sick leave hours subject to the following:

a. A maximum of 2,912 accumulated sick leave hours are available for use as paid time off at any given time in accordance with sections 10.3 and section 10.4 below.

b. Sick leave hours accrued in excess of 2,912 are placed in a separate sick leave bank for conversion to additional service credit at the time of retirement and are not available for use as paid time off during employment.

c. Sick leave accrual will resume once the employee's accumulated sick leave hours drop below the 2,912 maximum.

d. All unused accumulated sick leave hours and any accumulated hours over the 2,912 sick leave maximum will be converted to additional service credit at the time of retirement in accordance with Government Code section 20862.8 (CalPERS "Credit for Unused Sick Leave").

e. Battalion Chiefs on leave pursuant to Labor Code section 4850 shall accumulate sick leave hours during said leave in accordance with this section.

10.2 Sick Leave Accrual – 40 Hour Shift Employees

Battalion Chiefs assigned to a 40-hour work schedule shall earn sick leave at the rate of eight (8) hours for each month of service. Battalion Chiefs assigned to a 40-hour work schedule may accumulate an unlimited number of sick leave hours subject to the following:

a. A maximum of 2,080 accumulated sick leave hours are available for use as paid time off in accordance with sections 10.3 and 10.4 below.

b. Sick leave hours accrued in excess of 2,080 are placed in a separate sick leave bank for conversion to additional service credit at the time of retirement and are not available for us as paid time off during employment.

c. Sick leave accrual will resume once the employee's accumulated sick leave hours drop below the 2,080 maximum.

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d. All unused accumulated sick leave hours and any accumulated hours over the 2,080 sick leave maximum at the time of retirement in accordance with Government Code section 20862.8 (CalPERS "Credit for Unused Sick Leave").

e. Battalion Chiefs on leave pursuant to Labor Code section 4850 shall accumulate sick leave hours during said leave in accordance with this section.

10.3 Sick Leave Usage

Employees may use accumulated sick leave in one (1) hour increments as follows:

A. For the employee's own diagnosis, care, or treatment of an existing health condition or for the employee's own preventative care, including routine medical and dental appointments.

B. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including routine medical and dental appointments. For purposes of this provision, "family member" includes: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling or a designated person. A designated person is one identified by the employee at the time the employee requests paid sick leave. The Department may limit the employee to one designated person per year. Employees assigned to a 56-hour work schedule may utilize a maximum of one hundred forty-four (144) hours of accumulated sick leave per calendar year and employees assigned to a 40-hour work schedule may utilize a maximum of (96) hours of accumulated sick leave for this purpose.

C. Sick Leave may also be used to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

1. A temporary restraining order or restraining order.
2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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10.4 Sick Leave Procedure

A. Employees are required to report the need for sick leave in accordance with Department policy. Employees shall notify the scheduling system prior to the start of their scheduled duty shift when utilizing sick leave. The Fire Chief or designee may waive this requirement based on exigent or unique circumstances.

B. If an employee is on vacation and a permissible use of sick leave occurs while on vacation, the employee may report the need for sick leave in accordance with Department policy and request to be taken off vacation leave and be placed on sick leave for the hours the employee is eligible for sick leave as specified in Section 14.2 of this MOU.

C. The Fire Chief may request a physician's certificate or a personal affidavit verifying an employee's need for sick leave when there is evidence of excessive sick leave usages and/or a pattern of sick leave misuse, abuse or falsification (i.e., using sick leave in conjunction with days off, vacation, holidays or otherwise).

D. Employees who are eligible for temporary disability payments may use accumulated sick leave in order to maintain their regular income; provided, however, the employee is allowed a credit towards sick leave to the extent that temporary disability payments are retained by the Department.

E. Any purposed changes to the Department's current attendance management program shall be negotiated with the Union.

Section 11. Leaves

11.1 Leave of Absence

The City Managers may grant a full-time regular employee a leave of absence without pay for a period not to exceed three (3) months. After three (3) months, the leave of absence may be extended if so authorized by the Department. No such leave shall be granted except in writing stating the reasons for the requested leave. Upon expiration of the leave the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave to report to work promptly at its expiration or within a reasonable time after notice to return to duty, shall be cause for discipline. The Fire Chief may grant a full-time regular employee a leave of absence without pay for one (1) calendar week. During unpaid leave, an employee shall not accrue vacation or sick leave benefits, nor shall said time be considered service time. Holiday in lieu payments for which an employee would otherwise be eligible shall be adjusted on a pro-rata basis to reflect an employee's leave time.

11.2 Jury Service Leave

Employees who are summoned for jury service in state or federal court shall receive their regular pay for all time they are necessarily absent from work in order to satisfy their jury service. The City may require proof of the time spent in such jury service as a condition of receiving the time off with pay and any monies received by the employee for their jury service shall be remitted to the City. Employees who are released from jury service and are not required to return for additional jury service the following day shall report directly to work to complete the remainder of their shift or workday. Employees who are required to serve as jurors shall not have their regular starting and ending work times changed as a result of jury service.

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11.3 Leaves Resulting from Subpoena

A. Employees subpoenaed or called to appear as a witness in an administrative or legal proceeding about a work-related matter shall be granted time off with pay for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.

B. Employees subpoenaed or called to appear as a witness on behalf of the City or Department during their off duty hours shall receive compensation as hours worked in accordance with Section 7 of this MOU for all time necessarily spent in compliance of the subpoena or request to testify, including travel time, waiting time and time spent testifying as a witness.

11.4 Military Leave

Military leave shall be granted in accordance with the provisions of law. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be taken and may modify the employee's work schedule to accommodate the request for leave.

11.5 Family, Medical and Pregnancy Disability Leave

The City will abide by all federal and state family, medical and pregnancy disability leave laws.

11.6 Catastrophic Leave

The City will maintain a Catastrophic Leave Policy outlined in Appendix B to this MOU.

11.7 Bereavement Leave

Employees are entitled to paid leave from duty (including shift trade days) for up to two (2) shifts (48 hours) for 56-hour personnel and up to forty (40) hours for 40-hour personnel in order to attend the funeral or memorial service of an immediate family member and/or to assist with matters relating to the decedent's estate. Employees may utilize other paid leaves (including sick leave) to extend bereavement leave when approved by the Fire Chief.

For purposed of this provision, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

11.8 Union Leave Bank

A. Leave Donations

Effective the first full pay period in July of each year, active bargaining unit employees may voluntarily elect to contribute to the Union Leave Bank by reducing their individual vacation accrual by six (6) hours for 56 hour personnel and four (4) hours of vacation accrual for 40 hour personnel. The contribution will be credited to the Union Leave Bank. If, at the end of any fiscal year, the Union Leave Bank has a balance of more than 1500 hours, the contribution of hours described above will not occur for that fiscal year.

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Employees hired during the year will have no deduction until the following fiscal year's leave bank transfer. Employees separating employment during the year will receive no credit for or return of hours contributed to the Union Leave Bank.

B. Usage of the Union Leave Bank

Union Leave Bank may be utilized by bargaining unit employees for scheduled work absences when all of the following conditions are met:

1. The absence is for a union authorized event or purpose.

2. A Union official has provided prior written approval for the use of the Union Leave Bank to cover the absence.

3. The Union Leave Bank has sufficient hours to reimburse the City at the applicable regular and overtime rates to provide coverage for the absence.

4. The absence is approved in writing by shift Deputy Fire Chief.

The Deputy Fire Chief shall secure a replacement to cover the shifts resulting from an approved Union Leave absence in accordance with the current practice for obtaining shift replacements. However, nothing in this section shall supersede the Fire Chief's duty to maintain management control over the Department to ensure adequate staffing for daily operations and emergency situations.

C. Payment for Union Leave

When bargaining unit employees receive the appropriate approval to be absent from their scheduled shift(s) for a union authorized event or purpose, payment to the employee(s) covering the open shifts(s) shall be made at the employee's applicable regular or overtime rate on an hour-for-hour basis from the Union Leave Bank. Employees absent from work on union leave shall receive pay for their regularly scheduled shift as paid union leave. Employees covering open shifts for employees absent on union leave and employees absent on union leave shall code their time cards accordingly.

D. Indemnification

1. The City will administer the Union Leave Bank in the manner believed to be consistent with all applicable laws governing the taxation of the donated hours. The City takes no responsibility should the IRS or any other governing agency prescribe a different interpretation of applicable tax law. Any liability resulting from the reporting of taxes will fall solely on the Union and its members. As such, the Union will indemnify and defend the City against any tax claims that arise in whole or in part from its administration of the Union Leave Bank, including reasonable attorney fees.

2. The City assumes no responsibility for how union time is utilized. Time spent on union leave is not considered work time for purpose of worker's compensation or any other purpose. The Union will indemnify and defend the City against any claim that arises in whole or part from the activities of employees utilizing such leave, including reasonable attorney fees.

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11.9. Administrative Leave

In recognition that Battalion Chief's employees are required to work hours beyond their regular hours of work to fulfill their managerial responsibilities, each employee will receive 56 hours of administrative leave per year and may be credited up to a total of 80 hours of administrative time per year as recommended by the Fire Chief and approved by the City Manager.

Administrative leave hours not used by the last payroll period of the calendar year will be cashed out.

Section 12. Health and Welfare

12.1 Medical Insurance - Active Employees

A. Contributions

All employees participating in the City's health plans will contribute one of the following two amounts, whichever is greater:

1. $25 per month for employee only coverage, $25 per month for employee plus one coverage, or $50 per month for family coverage.

2. The difference between the family rate of the lowest cost HMO and the premium of the employee's more expensive plan selection.

Contributions will be deducted from the employee's paycheck on a pre-tax and bi-weekly basis.

B. Increases in Premiums

The City will pay for any increase in the medical plan premiums up to a maximum of 15% annually of the lowest cost HMO family rate. Any premium increase above 15% will be deducted from the employee's paycheck on a pre-tax basis.

In the event that the medical premium increase is less than 15%, the City's sole obligation is to pay the lower percentage increase.

C. Plan Co-Pays

The health maintenance organization (HMO) medical plans co-pays shall be ten dollars ($10) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, fifteen dollars ($15) for brand and thirty-five dollars ($35) for non-formulary (the Kaiser HMO provides for a two-tier prescription drug plan). The Preferred Provider Organization (PPO) medical plan co-pays shall be fifteen dollars ($15) for office visits. The prescription drug co-pays shall be ten dollars ($10) for generic, twenty-five ($25) for brand and thirty-five dollars ($35) for non-formulary.

D. Changes to Plan Designs

The City reserves the right to make changes to the medical plan designs.

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12.2 Retiree Medical Benefit Eligibility

Employees who retire from the City of Pleasanton under the California Public Employees Retirement System ("CalPERS"), Government Code Section 20000 et seq are eligible for retiree medical benefits. Retirement from the City of Pleasanton means a retirement effective date through CalPERS no more than 120 calendar days after separation from the City of Pleasanton. Retirees who subsequently rescind their CalPERS retirement forfeit this retiree medical benefit eligibility.

A. Calculation of Total Service

The total years of PERS service will be evidenced by the "Years of Service Credit" category indicated on the CalPERS annual member statement or validated by CalPERS at the time of retirement.

1. Managers hired prior to January 1, 2009 (Prior Service)

Employees hired before January 1, 2009 who promote to management positions may count prior years of service completed with another CalPERS municipal agency for the retiree medical benefit.

B. Spouse/Eligible Dependent Continuation of Benefits

In the case where the employee eligible for two party coverage is deceased, the amount the City is obligated to pay shall be reduced by one-half (1/2). If a spouse remarries, the obligation by the City shall terminate. Domestic partners shall be treated in the same manner as spouses for continuation of benefits.

C. Vesting Schedule for Employees Hired Before January 1, 2009

1. Service Retirement

For all employees who retire via a service retirement from the City of Pleasanton, the City shall pay four percent (4%) for each year of service of the City's contribution toward the monthly premium for employee and one dependent.

For all service retirements the formula accelerates beginning with 10 years of service as illustrated below.

Years of Service	City's Contribution
10	75%
15	80%
20	90%
25+ years of service	100%

2. Disability Retirement

For all employees who retire via a disability retirement, the City shall pay a percentage of the City's contribution toward the monthly premium for employee and one dependent in accordance with the schedule set forth below:

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Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25+ years of service	100%

3. City Contributions

The City's contribution for retiree medical coverage is established as the same dollar contribution paid for active employees at the employee plus one rate of the lowest cost HMO early retiree plan.

4. Reimbursement for non-City Plans

In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the eligible amount, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

5. Benefits for Medicare Eligible Retirees

All retirees eligible for Medicate are required to apply for Medicare benefits. Upon qualifying for and receiving parts A and B of Medicare, the City shall not be obligated to contribute an amount in excess of the monthly premium for the lowest cost HMO health plan supplement to Medicare for employee and one dependent.

D. Vesting Schedule for Employees Hired on or After January 1, 2009

1. Service Retirement

For all employees who retire via service retirement from the City of Pleasanton, the City shall pay four percent (4%) for each year of service of the City's contribution toward the monthly premium for single coverage.

For all service retirements the formula accelerates beginning with 10 years of service as illustrated below:

DocuSign Envelope ID: 5D949F71-B4CD-49E8-AEBC-C4540ABC9582

Years of Service	City's Contribution
10	75%
15	80%
20	90%
25+ years of service	100%

In accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on/after January 1, 2013 and considered "new members" by CalPERS will have a vesting schedule equal to the vesting schedule of miscellaneous employees.

2. Disability Retirement

For all employees who are hired on or after January 21, 2009 and retire via disability retirement, the City shall pay a percentage of the City's monthly contribution toward the premium for single coverage in accordance with the schedule set forth below:

Years of Service	City's Contribution
10	20%
11	25%
12	30%
13	35%
14	40%
15	45%
16	48%
17	51%
18	54%
19	57%
20	80%
21	84%
22	88%
23	92%
24	96%
25+ years of service	100%

3. Public Employee Pension Reform Act (2013)

In accordance with PEPRA, employees hired on or after January 1, 2013 and considered "new members" by CalPERS will have a vesting schedule equal to the vesting schedule of miscellaneous employees.

4. City Contributions

The City's contribution for retiree medical coverage is established as the same dollar contribution paid for active employees at the single rate of the lowest cost HMO Plan early retiree plan.

5. Reimbursement for non-City Plans

In the event that a retiree obtains medical coverage through a plan not offered through the City of Pleasanton, the City will reimburse the retiree up to the

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eligible amount, but no more than the amount paid by the retiree. Retirees must supply proof of coverage and proof of payment in order to be reimbursed.

6. Benefits for Medicare Eligible Retirees

Retiree health benefits, including reimbursement, will cease once the employee becomes Medicare eligible.

12.3 Dental

The City shall contribute an amount necessary to provide dental care benefits for the individual employees and eligible dependents. The City shall provide a lifetime maximum orthodontia coverage of $2,000 for individual employees and eligible dependents.

12.4 Life Insurance

The City shall contribute an amount necessary to provide $100,000 life and $100,000 accidental death and dismemberment insurance coverage for individual full-time employees.

Employees may purchase at their own expense and within the limits set by the insurance carrier, additional amounts of life insurance under the existing policy.

12.5 Vision Care

A vision care plan will be provided as an option for employees and the cost of such coverage shall be included in the 125 Plan.

12.6. Long Term Disability

The City shall pay to the Union the sum of twenty-nine dollars and fifty cents ($29.50), up to a maximum of forty dollars ($40.00) towards the monthly premium for each Battalion Chief enrolled in the Union's long-term disability plan. Said payments shall be made in arrears monthly.

12.7 Extended Benefits

The City will consider voluntary proposals from the Union's membership to utilize their leave and medical benefits to extend the leave and medical benefits for employees on protracted medical leave.

12.8 Employee Assistance Program

The City shall provide an Employee Assistance Program for employees covered by this MOU.

Section 13. Retirement

13.1 Retirement Plans and Employee Contributions

A. Employees hired before December 22, 2012 (Tier 1 Classic)

Employees hired prior to December 22, 2012 are provided the CalPERS 3% @ 50 local safety plan with the 12-month final compensation period. Such employees shall contribute 9.0% of their CalPERS reportable compensation towards the employee share and an additional 3.0% of their CalPERS reportable compensation towards the

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employer share (12% total employee contribution) for the CalPERS 3% @ 50 local safety plan.

Effective July 11, 2020, Tier 1 Classic employees shall contribute an additional one-half percent (0.5%) of their CalPERS reportable compensation toward the employer share (12.5% total employee contribution) for the CalPERS 3% @ 50 local safety plan.

B. Employees hired on or after December 22, 2012 (Tier 2 Classic)

Employees hired on or after December 22, 2012 and before January 1, 2013, and employees hired on or after January 1, 2013 who are otherwise "classic" employees, are provided the CalPERS 3% @ 55 local safety with the 36-month final compensation period. Such employees shall contribute 9.0% of their CalPERS reportable compensation towards the employee share and an additional 3.0% of their CalPERS reportable compensation towards the employer share (12.5% total employee contribution) for the CalPERS 3% @ 55 local safety plan.

C. Employees hired on or after January 1, 2013 (Tier 3 New-PEPRA)

Fire safety management employees hired on or after January 1, 2013 and considered "new members" by CalPERS shall be provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees shall contribute 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

13.2 Additional Retirement Benefits

All employees shall receive the following additional contracted for optional CalPERS benefits:

Section 20965, Credit for Unused Sick Leave

Section 21574, 1959 Survivors Benefit, Fourth Level

Section 21548, Pre-retirement Option 2W Death Benefit

13.3 Pre-tax Employee Contribution

All contributions paid by employees towards the cost of CalPERS pension benefits will be deducted on a pre-tax basis to the extent permitted by law.

Section 14. Uniforms

Annual uniform allowance shall be one thousand ($1,000.00) dollars. The uniform allowance will be paid in equal biweekly installments in accordance with California Government Code Section 20363. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.

14.1 Payment

The uniform allowance shall be paid in employee paychecks. CalPERS will be deducted for all members in accordance with the provisions of Section 8.1 (California Public Employees' Retirement System).

14.2 Uniform Changes

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Uniform changes will be at the expense of the Department. The Department shall replace Class B pants and Class B boots on a one for one basis, as needed.

Section 15. Credit Union

The City shall implement a voluntary payroll deduction option for employees who wish to join the Firefighter First Credit Union, First United Services Credit Union or UNCLE Credit Union for the purposes of transacting business with these credit unions.

Section 16. Probationary Period

16.1 Length of Probationary Period

All appointments shall be subject to a probationary period of twelve (12) months service time. Personnel who serve in a long-term acting assignment any time during the two (2) years prior to their promotion will receive credit towards the twelve (12) month promotional probationary period for their long-term acting assignments up to a combined maximum of six (6) months. All other provisions of probationary period will apply.

16.2 Notification Requirements

An employee who is not rejected prior to the completion of the prescribed probationary period shall be deemed to have passed the prescribed probation period automatically subject to the provisions of Section 16.3 and 16.4.

16.3 Extension of Probationary Period

The Fire Chief may extend the probationary period once for a period not to exceed ninety (90) days, in order to further evaluate the performance of the probationary employee.

16.4 Rejection of Probationary Employee – Promotional Appointment

An employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period shall be reinstated to a position in the class from which the employee was promoted.

At any time during the first three (3) months of the employee's probationary period, the employee shall have the option of voluntarily returning to their previously held position.

Section 17. Promotion, Demotion, and Long-Term Acting Assignments

A. Promotion

Promotional or open-promotional examinations may be conducted whenever the Fire Chief determines the needs of the service require. Only employees who meet the requirements set forth in the examination announcements may compete in promotional examinations.

Insofar as consistent with the best interests of the Department as determined by the Fire Chief, vacancies in the Department shall be filled by promotion from within the Department after a promotional examination has been given and a promotional list established.

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If in the opinion of the Fire Chief, a vacancy in the Department should be filled by an open-competitive examination instead of promotional examination, the Fire Chief shall arrange an open-competitive employment list consistent with Personnel Rules.

B. Demotion

Bargaining unit employees who are promoted to a Deputy Fire Chief classification out of the bargaining unit and subsequently demote during their first twelve (12) months of service as a Deputy Fire Chief shall be reinstated to a bargaining unit position in the classification from which they were promoted. Such employees will have all seniority in their former rank restored at the time of demotion but shall not receive any additional rank seniority for the time served in the chief officer classification.

Battalion Chiefs hired from outside the Department cannot demote into a fire suppression position.

Section 18. Resignation, Reinstatement and Layoff

18.1 Automatic Resignation

Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. The Fire Chief may rescind such a resignation if the employee submits satisfactory reasons for his/her absence within three (3) calendar days of the date his/her resignation was effected.

18.2 Voluntary Resignation

An employee may resign in good standing by submitting to the Fire Chief a written resignation notice at least two (2) weeks in advance of the effective date of the resignation.

18.3 Reinstatement

With the approval of the Fire Chief, an employee who has resigned in good standing may be reinstated within two (2) years of the effective date of resignation to a vacant position in the same or comparable class. Upon reinstatement, the employee, for all purposes, shall be considered as though the employee had received a new appointment.

When an employee is reinstated within a two-year period, the employee's seniority date shall be the date of the reinstatement, not the original appointment date except for service time with CalPERS, if the employee has contributions in PERS when reinstated and except for calculating service credit time for retiree medical purposes with the LPFD.

Reinstated employees may use prior service credit for promotional eligibility purposes.

Reinstated employees may petition the Fire Chief after six months to be removed from probationary status.

18.4 Layoff

The Fire Chief may lay off an employee because of material changes in duties, organization or shortage of work or funds.

"Notice of Intent to Lay Off" will be provided to employees who may be impacted and the Union at least 16 weeks prior to the anticipated date of lay off.

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The employee having the least length of total continuous service with the Department in the classification, in which the Fire Chief is laying off, shall be laid off first.

Employees scheduled to be laid off may, however, displace the least senior employee in the next lower paying classification of like work who has less seniority. Employees laid off or who through displacement have changed classification shall have their name placed upon a re-employment list in seniority order. The employee with the highest seniority on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. Each name shall be carried on a re-employment list for a period of one (1) year from the date of lay off from Department service or change of classification through displacement. The Fire Chief may extend the name(s) on a re-employment list for an additional one (1) year. No name shall be carried on a re-employment list for a period longer than two (2) years from the date of lay off from Department service or change of classification through displacement unless authorized by the City Manager.

Section 19. Discipline

The Department acknowledges that Battalion Chiefs are not at-will employees. Battalion Chiefs are entitled to Skelly rights and all rights and protections afforded by the Firefighters Procedural Bill of Rights Act Government Code Section 3250 et seq (FFBRA) with respect to investigations the imposition of discipline or "punitive action" and administrative appeals.

Letters of Written Reprimand

All Letters of Written Reprimand in an employee's personnel file will be removed from the file four (4) years after the date of issuance at the request of the affected employee. Letters of Written Reprimand not removed after the four (4) year period will be disregarded.

Section 20. Grievances

20.1 A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any Fire Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Any dispute which involves the interpretation or application of department policies outside this Memorandum of Understanding is not considered a grievance and is subject to an informal dispute process as follows:

a. The dispute will be presented, in writing, to the applicable Deputy Fire Chief. The applicable Deputy Fire Chief will render a determination.

b. The dispute may be appealed, in writing, to the Fire Chief. The Fire Chief will render a determination.

c. The dispute may be appealed, in writing, to the City of Pleasanton City Manager's Office. The City Manager or his/her designee will render a determination which shall be final.

20.2 Grievances shall be processed in the following manner:

a. Within thirty (30) days of the knowledge of an event giving rise to a grievance, an employee or the union may request in writing a meeting to discuss the grievance with the Deputy Fire

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Chief. The Deputy Fire Chief shall investigate the grievance and the Deputy Fire Chief shall render a decision within fourteen (14) calendar days from the date the grievance was received.

b. No grievance involving demotion, reduction in pay, suspension, or discharge of an employee will be entertained unless it is filed in writing with the Fire Chief within seven (7) working days of the time at which the affected employee was notified of such action.

c. Within fourteen (14) calendar days from receipt of the Deputy Fire Chief's decision in Step 1 above, the employee or official of the Union may notify the Fire Chief in writing that a grievance exists, stating the particulars of the grievance, citing the specific section of this Memorandum of Understanding they believe has been violated, and, if possible, the nature of the determination desired. The Fire Chief shall have fourteen (14) days from receipt of notification in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Fire Chief will then issue a decision of the parties. No grievance may be processed under paragraph (4 below), which has not first been filed and investigated in accordance with this paragraph (3).

d. Within fourteen (14) calendar days from receipt of the Fire Chief's decision in Step 2 above, the employee or official of the Union may appeal the decision of the Fire Chief to the City Manager. The City Manager shall have fourteen (14) days from receipt of notification in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The City Manager will then issue a decision to the parties. No grievance may be processed under paragraph (5 below), which has not first been filed and investigated in accordance with this paragraph (4).

e. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the Union may appeal the decision of the City Manager to arbitration within fourteen (14) days of the notification of the City Manager's decision. The arbitrator shall be designated by mutual agreement between the Union and the Department. The fees and expenses of the arbitrator and court reporter shall be shared equally between the Fire Department and the Union. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

f. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law, Ordinances and Resolutions of the Livermore-Pleasanton Fire Department JPA.

20.3 The time limits previously set forth shall be considered maximums and every effort shall be made to expedite the process. The limits specified may, however, be extended by mutual agreement of the parties.

20.4 No arbitrator shall entertain, or hear, any dispute unless such dispute involves a position in the unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Subsection 20.1.

20.5 Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto, shall not be arbitrable and no proposal to modify amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or

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written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.

20.6 If the Fire Chief in pursuance of the procedures outlined in subsection 20.2 above resolves any grievance, which involves suspension or discharge, the Fire Chief may agree to payment for lost time or to reinstatement with or without payment for lost time.

20.7 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. Complaints which allege that employees are not being compensated in accordance with the provision of this Memorandum of Understanding shall be considered as grievances.

Both parties agree that adjustments shall be retroactive for a maximum of six (6) months from the date upon which the complaint was filed except in instances where retroactive adjustments are mandated by federal or state law or required by outside entities.

In the event the City overpays an employee above the compensation outlined in this Memorandum of Understanding, the City may collect up to six (6) months of overpayment dated from the date of discovery.

Any other matters of compensation are to be resolved in the meet and confer process and detailed in the Memorandum of Understanding. If the matter is not detailed in the MOU, it shall be deemed withdrawn until the next meet and confer process is opened for such discussion.

20.8 No changes in this Memorandum of Understanding or interpretation thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Fire Department Fire Chief and the Union.

20.9 The provision of this Section shall not abridge any right to which an employee may be entitled under the Fire Department ordinance and resolution, nor shall it be administered in a manner which would abrogate any power which may be within the sole province and discretion of the Fire Department's governing board.

All grievances of employees represented by the Union shall be processed under this section.

DocuSign Envelope ID: 5D949F71-B4CD-49E8-AEBC-C4540ABC9582

Section 21. Medical Examination

21.1 Fitness for Duty Exams

The Fire Chief retains the right to subject employees to job-related fitness for duty medical examinations to ensure employees can safely perform the essential functions of their job classifications as specified in established job descriptions. In the event the Fire Chief, after consultation with the Human Resources Director, determines there are identifiable reasons to believe an employee may be unable to safely perform the essential functions of their job classification, an employee shall submit to a fitness for duty medical examination at any time while on duty. The notice provided to the employee directing them to submit to a medical examination does not need to include the identifiable reason(s) for the referral. A physician selected by the Department shall conduct the fitness for duty examination and the full cost of the examination shall be borne by the Department, as shall any medical examination required by the Employer. A copy of the medical examination report shall be given to the employee. Should the employee disagree with the opinion of the Department's physician, the employee may consult with their own physician (at the employee's expense). If the employee's private physician's report conflicts with the Department's physician in terms of ability to perform the duties of the employee's regular job, the employee may request a medical examination by a third physician mutually agreed upon by the employee and the Department. The employee and the Department will share the costs for the third examination. The decision of the third physician concerning the employee's fitness for duty shall determine the employee's ability to return to work.

21.2 Wellness-Fitness/Modified Duty Program

On August 1, 2001, the Department and the Union adopted the IAFC-IAFF Fire Service Joint Labor Management Wellness-Fitness Initiative (3rd Edition as amended). Exceptions to the current program may be implemented during the term of this MOU by mutual agreement between the Department and the Union.

The Modified Duty Program permits eligible employees to return to work in a modified duty capacity when an illness or injury prevents employees from performing their regular duties. The program is outlined in the Department General Orders.

The Department shall provide all employees over the age of 40 with a twelve-lead stress EKG examination biannually. If the test suggests an employee is immediately unsafe for fire suppression duties, the Fire Chief will be notified that the employee is not fit for duty. No other information will be provided to the Fire Chief or Employer without the employee's consent.

The Department shall provide a mandatory physical fitness program to the employees.

21.3 Substance Testing

Bargaining unit employees are subject to the Substance Testing Policy attached as Appendix C to this MOU.

Section 22. Outside Employment

Employees who plan to engage in regular employment during their off duty time must notify the Fire Chief of said employment in writing on the Department's Outside Employment Form.

No employee shall accept outside employment that creates a conflict with their full-time employment with the Department.

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Employees shall not solicit outside employment while on duty for the Department or use their Department positions as an aid or leverage to gain outside employment.

Section 23. Disability Accommodations

The Union recognizes that the City has an obligation under law to meet with individual employees who request reasonable accommodation in the work place because of a disability. If the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with applicable law and the accommodation conflicts with any provision of this MOU, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss the same prior to implementation by the Department.

Section 24. Miscellaneous

24.1 Deferred Compensation Program

The City shall provide a voluntary Internal Revenue Code ("IRC") 457 deferred compensation plan and a voluntary Internal Revenue Service ("IRS") 401A plan. Any funds deposited in a deferred compensation plan under this provision belong to the employee, regardless of length of service or reason for separation.

The City shall contribute two and one-half percent of the employee's base compensation into a 457 deferred compensation plan. City contributions are tax deferred, and count towards the 457 annual maximum deferral as designated by the IRS. Employees without an existing 457 account with a City sponsored provider must establish one in order to receive the City contribution, but no employee contribution to the account is required.

24.2 Helmets

For as long as the Department continues to issue leather helmets, Battalion Chiefs will be issued a leather helmet at time of promotion. Helmets are to remain with each individual at retirement.

24.3 EMT Certification

Emergency Medical Technician ("EMT") certification is a mandatory condition of employment for Battalion Chiefs. The Department will provide all necessary training and testing relating to the recertification process at no cost to employees. If an employee does not successfully complete the EMT re-certification process provided by the Department, the employee will have six (6) months to meet recertification requirements or be subject to termination for failure to meet position standards. The expenses, in such cases, will be the responsibility of the employee. The six (6) month grace period, if requested, may be extended due to course availability but, employees must enroll and participate in the first available course.

24.4 Staffing

The parties agree that the desired minimum staffing is two (2) Battalion Chiefs per shift, and one (1) Training Chief. Staffing levels are ultimately at the discretion of each city, and based on community need, economic conditions, and City funding.

At the discretion of the Fire Chief, staffing may be increased above the daily minimum of two for potential emergency needs or special events.

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The parties have also met and conferred and reached agreement over procedures and guidelines to staffing Battalion Chief's positions which is contained in the Fire Department Manual. During the term of the MOU, any changes to the Fire Department Manual staffing Battalion Chief position must be done by mutual agreement of the parties.

24.5 Total Compensation Survey

Total compensation includes salary, and a variety of other benefits. Among such benefits, but not exclusively, are contributions or payments made by the Employer toward retirement (CalPERS), medical insurance, dental insurance, life insurance, vision insurance, disability insurance, uniform allowance, and holiday pay. In addition, there can also be add-on costs for different incentives or services performed.

Total compensation information will be gathered from similar agencies to determine how the Employer's benchmark classifications compare with comparable positions in other agencies. The agencies used for comparison are listed below.

Berkeley
Fairfield
Fremont
Hayward
Palo Alto
Richmond
San Ramon Valley Fire Protection District
Santa Clara (City)
Santa Rosa
Vallejo

Total compensation arrays will be provided to the Union three (3) months prior to the expiration of the MOU.

24.6 Continuity of Operations

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal to work overtime, refusal to operate designated equipment (provided such equipment is safe and sound), or concerted refusal to perform customary duties during the term of this MOU. Further, neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives, decisions, personnel or operations of the Department or Employer, nor in sympathy or support of employees not covered by this MOU.

Section 25. Bargaining Waiver and Separability of Provisions

Except as provided in this MOU, each party to this agreement voluntarily waives its right to negotiate during the term of this agreement with respect to any matter expressly covered by this MOU or proposed by that same party during the negotiations leading to this MOU.

Should any provision of this MOU be rendered unlawful or unenforceable by any subsequent legislative enactment, state regulation or by a court of competent jurisdiction only that provision of the MOU shall be null and void, and all other provisions of the MOU shall not be affected and shall remain in full force and effect.

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EXHIBIT A

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Section 26. Existing Memorandum of Understanding

This MOU shall supersede all existing memoranda of understanding between the JPA and the Union for employees represented by the Union for the period commencing September 1, 2022 and ending June 30, 2025.

LOCAL 1974, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Battalion Chief's Unit,
AFL-CIO-CLC

By DocuSigned by: _____
Joseph Metheny

By DocuSigned by: Dan Moyles _____
Dan Moyles

By DocuSigned by: Kurtis Dickey _____
Kurtis Dickey

By DocuSigned by: Craig Berchtold _____
Craig Berchtold

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY

By_____
Gerry Beaudin

By_____
Marianna Marysheva

By_____
Veronica Thomas

By_____
Kristen Hilton

By_____
Joseph Testa

By_____
Xaviera Scoggins

By_____
Jason Solak

By_____
Tonia Baligh

By_____
Nancy Dias

By_____
Kaylin Larson

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Appendix A

Salary Schedules

*Effective upon Council Approval	Monthly Salary Range		Annual Salary Range	
Salary Range	$14,859.58	$18,033.83	$178,315	$216,406

Effective January 6, 2024	Monthly Salary Range		Annual Salary Range	
Salary Range	$15,305.37	$18,574.85	$183,664	$222,898

Effective January 4, 2025	Monthly Salary Range		Annual Salary Range	
Salary Range	$15,458.42	$18,760.60	$185,501	$225,127

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Appendix B

Catastrophic Leave Policy

The catastrophic leave program permits employees to donate hours of sick leave or vacation leave for the purpose of providing eligible employees, upon approval, additional hours of paid leave.

CATASTROPHIC ILLNESS OR INJURY

A catastrophic illness or injury is a major medical condition that disables the employee from working for a protracted period of time.

ELIGIBLE EMPLOYEE

An employee who because of a catastrophic illness or injury has exhausted his/her accrued sick leave or vacation leave, and:

1. Is ineligible for any city disability income benefits; and

2. Has an acceptable sick leave record as determined by the sick leave administrative committee upon the recommendation of the Fire Chief.

DONATING SICK LEAVE

Employees may donate sick leave, or vacation leave to an eligible employee approved for catastrophic leave upon completion of the necessary form. Donations of sick leave once made are irrevocable.

REQUESTING/APPROVING CATASTROPHIC LEAVE

Requests for catastrophic leave must be in writing and be accompanied by a physician's certificate attesting to the catastrophic illness or injury.

ADMINISTRATION

The catastrophic leave shall be administered by a committee comprised of two representatives designated by the Union and two representatives designated by the city manager. The committee shall be responsible for reviewing requests for catastrophic leave and determining the requesting employee's eligibility for such leave. The committee shall recommend to the City Manager of Pleasanton if the request should be approved, the number of catastrophic leave hours to be granted, and under what conditions. The Pleasanton City Manager’s decision regarding the request shall be final. (NOTE: Per IRS rules and regulations, all donations received by eligible employees are subject to regular payroll tax deductions.)

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Appendix C

LIVERMORE-PLEASANTON

FIRE DEPARTMENT GENERAL OPERATIONS

G.O.#:	EFFECTIVE DATE:	PREV. DATE:
SECTION:	SUBJECT: **Substance Testing Policy**	Page 1 of 12 Page (s)

I. PURPOSE:

Livermore-Pleasanton Fire Department ("LPFD") is committed to providing a safe and drug-free work environment. This commitment is placed in jeopardy when any employee uses drugs or alcohol in a manner that violates the law or LPFD policy. A department member with a substance abuse problem poses a risk to the safety and welfare of themselves, their co-workers, and the public at-large. This policy is adopted to address the negative effects that drug and alcohol misuse and abuse can cause in the workplace and to prevent future negative effects from occurring, including accidents and injuries.

II. POLICY:

A. All content herein shall be referred to as the LPFD Substance Testing Policy ("Policy").

B. All supervisors and managers ("Supervisors") in LPFD are responsible for actively taking steps to carry out this Policy.

C. This Policy applies to all LPFD employees and individuals seeking employment regardless of rank with respect to alcohol and drugs, including any and all substances, drugs or medications, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of their job ("Covered Employee" or "Covered Employees").

D. All testing pursuant to this Policy shall be conducted through independent third-party collection facilities, laboratories, and Medical Review Officers, all of whom are not affiliated with LPFD, the City of Livermore, or the City of Pleasanton.

E. With respect to alcohol, the following conduct by Covered Employees is prohibited:

1. consumption of alcohol within four hours of beginning work;

2. purchase of alcohol from a brick-and-mortar retailer while on-duty and in LPFD uniform, or while on-duty and driving or acting-as-passenger in a vehicle reflecting LPFD insignia;

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3. Distribution, defined as providing alcohol to a fellow LPFD member or member of the public, while on-duty other than as a packaged gift that remains unopened and is stored and remains in a Covered Employee's personal vehicle;

4. Possession of alcohol while at work, excluding unopened alcohol that is stored and remains in a Covered Employee's personal vehicle while parked on LPFD premises;

5. consumption of alcohol while on-duty; and

6. consumption of alcohol following an on-duty motor vehicle accident that is subject to post-accident testing pursuant to this Policy until the Covered Employee is tested or a decision is made to not test the Covered Employee.

Any Covered Employee who is under the influence of alcohol (i.e., on-the-job impairment) or has the odor of alcohol on their breath will not be permitted to remain on duty.

F. With respect to marijuana/cannabinoids, the following conduct by Covered Employees is prohibited:

1. consumption of marijuana/cannabinoids within four hours of beginning work;

2. purchase of marijuana/cannabinoids from a brick-and-mortar retailer while on-duty and in LPFD uniform, or while on-duty and driving or acting-as-passenger in a vehicle reflecting LPFD insignia;

3. Distribution, defined as providing marijuana/cannabinoids to a fellow LPFD member or member of the public, while on duty;

4. Possession of legal marijuana/cannabinoids while at work, excluding unopened marijuana/cannabinoids that are stored and remain in a Covered Employee's personal vehicle while parked on LPFD premises;

5. consumption of marijuana/cannabinoids while on-duty; and

6. consumption of marijuana/cannabinoids following an on-duty motor vehicle accident that is subject to post-vehicle accident testing pursuant to this Policy until the Covered Employee is tested or a decision is made to not test the employee.

Any Covered Employee who is under the influence (i.e., on-the-job impairment) of marijuana/cannabinoids will not be permitted to remain on duty.

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G. With respect to drugs other than marijuana/cannabinoids, while on-duty, Covered Employees shall not use, possess, sell, transfer, distribute or be under the influence (i.e., on the job impairment) of any illegal drug recognized as illegal.

H. This Policy does not prohibit Covered Employees from using prescription drugs in the manner prescribed and as deemed safe by a treating health care provider. This Policy does, however, require Covered Employees to notify their Supervisor if they are using a prescription drug while on-duty that, according to the drug manufacturer, a pharmacist, or a physician, may induce drowsiness or otherwise impair their ability to perform the full scope of their duties safely. If there are questions regarding the Covered Employee's ability to perform assigned duties safely and effectively when using such medications, the City of Pleasanton's occupational health provider will be required to clear the employee for on-duty use of such medication.

I. LPFD may require a Covered Employee to submit to a drug or alcohol test in accordance with this Policy under the following circumstances: (1) reasonable suspicion; (2) post-accident; (3) return-to-duty; or (4) pursuant to the terms of a Last Chance Agreement.

J. LPFD may discipline a Covered Employee for violation of this Policy, up to and including termination from employment, subject to due process and representation rights.

K. A Covered Employee who tests positive for the first time in violation of this Policy will be offered a Last Chance Agreement in lieu of termination. The Last Chance Agreement will be negotiated between LPFD, the Union and /or the Covered Employee. Notwithstanding this requirement, LPFD may deny a Covered Employee the offer of a Last Chance Agreement in egregious situations or when the Covered Employee refuses to submit to testing as authorized by this Policy.

L. In an effort to encourage the Covered Employee to take responsibility for their behavior, the Last Chance Agreement or other Agreement will include a requirement, among others, that the Covered Employee undergo an evaluation by a substance abuse professional and complete any recommended treatment. In such instances, the City will offer treatment to the Covered Employee in a substance abuse treatment program recommended by a Substance Abuse Professional.

1. The City will pay seventy percent (70%) of the treatment program costs that are not covered by the Covered Employee's health insurance. The Covered Employee will pay the remaining thirty percent (30%) of the treatment program cost. The City's contribution for treatment, however, shall not exceed $100,000 for all Union members in a fiscal year.

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2. If the Covered Employee is not otherwise on paid administrative leave or on paid worker's compensation leave, the Covered Employee's time in the treatment program will be unpaid per the terms of the applicable MOU, but the Covered Employee may elect to use accrued paid time off, if available.

3. During a Covered Employee's career, a second opportunity for treatment may, in the City's discretion, be offered in the event of a relapse. A Covered Employee is not eligible for a second treatment opportunity unless considerable time has passed and the Covered Employee is otherwise in good standing. Discipline, which could include termination, will be imposed for the second violation of this Policy. If a second treatment program is allowed in lieu of termination, the Covered Employee will be responsible for the entire cost.

4. To the extent a Covered Employee tests positive for drugs or alcohol in violation of this Policy, completion of a return-to-duty test with a negative test result for the substance at issue will be required before the Covered Employee may return to work.

5. As a condition of continued employment, a Covered Employee who tests positive in violation of this Policy will be subject to unannounced follow-up testing for up to 12 months after the Covered Employee has returned to duty.

M. A Covered Employee who refuses to submit to any required drug or alcohol test authorized by this Policy will be treated in the same manner as a Covered Employee who tests positive on a drug or alcohol test. Refusal to submit to a drug or alcohol test as required by this Policy constitutes insubordination and may result in discipline, up to and including termination, in accordance with full due process and representation rights.

N. Under this Policy, a Covered Employee is deemed to have tested positive for alcohol if test results indicate a concentration of 0.02 or higher.

O. Marijuana/Cannabinoids (Marijuana) will only be considered a violation of this Policy in conjunction with objective signs that support reasonable suspicion as defined in this Policy.

P. To provide Covered Employees with substantial advanced notice regarding this Policy, LPFD will implement this Policy no earlier than three months from the Policy's effective date.

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III. PROCEDURE:

TYPES OF TESTING

A. Pre- Employment Screening

1. Applicants seeking initial employment with LPFD in any of the job classifications identified in the definition of Covered Employees shall be subject to a pre-employment screening for drugs. Pre-employment screening does not apply to existing LPFD employees applying for promotion or assignment to another position with the LPFD. LPFD will provide notice to applicants that they will be required to undergo and pass a pre-employment drug test as a condition of employment in advance of hiring. In such notice, LPFD will provide a description of the associated drug (and potentially alcohol) test.

2. Applicants who test positive for substances prohibited by this Policy will have an opportunity to demonstrate to a third-party Medical Review Officer that their use of the substance is authorized by a prescription from a health care provider and that such use is in a manner consistent with the instructions set forth in the supporting prescription. If the applicant makes a satisfactory showing, then the positive drug test does not disqualify the applicant from appointment.

3. Applicants found to have a positive screening test for drugs or alcohol shall be disqualified from appointment. Refusing to submit to a pre-employment screening required under this subsection will be deemed a failure of the screening, thereby resulting in a rejection of the individual's application for the appointment.

B. Reasonable Suspicion

1. Covered Employees are required to submit to a drug or alcohol test authorized by this Policy when a Trained Employee has reasonable suspicion to believe that a Covered Employee is under the influence of drugs or alcohol. "Trained Employee" means any employee of the LPFD who has participated in the training program further described in this Policy.

2. "Reasonable suspicion" is a belief based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech and/or body odors of the employee and reasonable inferences drawn from those facts related specifically to job performance, a threat to themselves or the safety of others. Reasonable suspicion shall be documented on the Observation of Impairment Report, the form of which is attached as Attachment A and is hereinafter referred to as the "Observation of Impairment Report".

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3. A Trained Employee must notify a command staff member immediately of their reasonable suspicion that a Covered Employee is under the influence of drugs or alcohol and the affected Covered Employee must be removed from duty and then provided with an opportunity to explain alternative reasons for the physical symptoms or articulable phenomena. The Covered Employee will be allowed to consult with a union representative before providing any explanation about physical symptoms or articulable grounds allegedly giving rise to reasonable suspicion, and to have the union representative present if the union representative is reasonably available. Such union consultations will not permit a Covered Employee to delay or refuse the inquiry necessary to establish reasonable suspicion (other than explanation from the Covered Employee) or drug testing.

4. A finding of reasonable suspicion must be made before a Covered Employee may be directed to submit to testing. Only a command staff member, or the Human Resources Director—acting upon the information provided by a Trained Employee—is authorized to direct a Covered Employee to submit to testing. The facts underlying the determination of reasonable suspicion shall be disclosed in writing to the Covered Employee at the time the Covered Employee is directed by LPFD or the Human Resources Director to submit to a test. Attachment A shall be used to document the determination of reasonable suspicion.

5. A command staff member or the Human Resources Director of Pleasanton shall arrange for the testing and transport of the Covered Employee to the testing site.

6. After the Covered Employee submits to testing, they will be prohibited from returning to work during the same shift. The Covered Employee shall be paid for the remainder of such shift. The Covered Employee will be precluded from returning to work while LPFD waits to receive test results. To the extent the Covered Employee misses a pre-scheduled shift during this period, they will receive paid leave. If, after receiving test results, LPFD desires to place the Covered Employee on unpaid leave for any period, the Department must provide a *Skelly* hearing in advance of any such decision.

7. LPFD shall provide a program of training to assist Trained Employees in identifying Covered Employees who are under the influence of drugs or alcohol. Such training will be aimed to help recognize the conduct and behavior giving rise to reasonable suspicion of substance abuse. Trained Employees must attend annually one hour of training, provided or approved by Human Resources Director for the City of Pleasanton, on alcohol misuse and substance abuse.

8. An initial finding of reasonable suspicion and direction to submit to testing must be documented in writing by the Trained Employee who identifies that a Covered

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Employee is under the influence of drugs or alcohol on the Observation of Impairment Report.

The Observation of Impairment Report shall detail in writing the specific facts, symptoms, and observations which form the basis for the Trained Employee's determination that reasonable suspicion exists. The Trained Employee must complete and submit their portion of the Observation of Impairment Report to a command staff member, or the Human Resources Director who will confirm that the form documents reasonable suspicion and sign the form. The Observation of Impairment Report must be completed in advance of testing. The Human Resources Director shall maintain the completed forms for the City's recordkeeping purposes.

C. Post-Accident Testing

1. Post-accident/drug and alcohol testing will be conducted for Covered Employees who were operating a LPFD vehicle directly involved in an accident that results in serious bodily injury to any person or causes substantial damage to property. Post-accident drug and alcohol testing will also be conducted for Covered Employees who were operating LPFD heavy/dangerous equipment that directly caused serious bodily injury to any person. For purposes of this provision, "operating LPFD heavy/dangerous equipment" is limited to the use of hydraulic spreaders/pullers/rams/cutters, chainsaws, and circular saws.

2. Post-accident alcohol and drug tests shall be administered within two hours following an accident to the extent practicable. If the test is not performed within two hours, then LPFD must provide written documentation to the City of Pleasanton Human Resources Director as to why the test was not promptly conducted. A post-accident drug test shall be conducted within 72 hours following the accident. If the post-accident drug test is not conducted within 72 hours following the accident, then LPFD must provide written documentation to the Human Resources Director as to why such testing did not occur. Any drug testing administered after two hours but up to 72 hours is done to accommodate operating hours of the testing facility.

D. Return-to-Duty And Follow-Up Testing

1. A Covered Employee must submit to a return-to-duty test before they resume performance of their job duties where they have either: a) tested positive following testing ordered under this Policy; b) have refused to comply with an order to submit to testing authorized by this Policy; or c) admitted to alcohol or drug use in violation of this Policy.

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2. If a Covered Employee tested positive for alcohol or any of the drugs covered under this Policy, then they must test negative for the substance at issue before they can resume performance of their job duties.

3. In addition, the Covered Employee will be subject to follow-up testing. The Covered Employee will be subject to monthly unannounced drug or alcohol tests during the Covered Employee's first year after returning to their position following the violation. Follow-up testing shall be conducted in addition to any other testing to which the Covered Employee is subject under this Policy.

E. Testing Process and Standards

1. All testing services pursuant to this Policy shall be conducted through independent third-party Collection Facilities, HHS-certified laboratories, and Medical Review Officers, all of whom are not employed by the City of Pleasanton or the City of Livermore. Such services shall include, breath or saliva alcohol testing, urine specimen collection, laboratory testing, and medical review.

2. Drug Testing

   Once a determination is made to require a Covered Employee to be drug tested, the information supporting the determination will be made accessible to the Human Resources Director for the City of Pleasanton (Human Resources Director).

3. Alcohol Testing

   Positive alcohol test results will be reported to the Human Resources Director, and the LPFD Fire Chief.

   Substances considered to be a violation under this Policy shall be limited to:

   - Alcohol;
   - Marijuana/Cannabinoids (Marijuana)(only in conjunction with objective signs that an employee may be impaired by Marijuana/Cannabinoids on the job.)
   - Illegal Drugs; and
   - Prescription drugs and other substances which may impair an employee's ability to safely and effectively perform the functions of the job.

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4. Sample Collection/Breath Alcohol Testing

   Testing must be conducted in accordance with the agreement between the LPFD and the third-party administrator. However, this does not prohibit LPFD from using BAC test results lawfully obtained from a local law enforcement agency that conducted its own investigation of a Covered Employee involved in the vehicle accident at issue.

5. Test Results

   - The results of the laboratory analysis will be forwarded to a third-party Medical Review Officer. If the results are negative (no drugs or alcohol detected), then the Medical Review Officer will notify the Human Resources Director and the Covered Employee shall be returned to work promptly. If the laboratory confirms a positive result (drugs or alcohol detected), then the Medical Review Officer will first contact the Covered Employee at the telephone number provided to give the Covered Employee the opportunity to discuss the test results and to submit information demonstrating authorized use of the drugs in question. The Medical Review Officer will make a final determination and notify the Human Resources Director. The Covered Employee may request a split sample be tested by the same facility and at the City's expense. If the Covered Employee desires an alternative laboratory to test a split sample, the alternative laboratory must be approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Covered Employee must pay for such testing at their own expense.

   - LPFD and the City of Pleasanton's Human Resources Department will maintain the confidentiality of drug and alcohol test results as required by federal and state law. Only persons needing to know test results will have access to them. Test results may be used in conjunction with an appeal process and/or litigation, and as such, test result records will be made available as necessary. Results may be sent to federal and/or state agencies as required by law.

6. Consent and Refusal

   - Before a drug test is administered, Covered Employees will be required to sign a consent form authorizing the test and permitting release of test

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results to the LPFD Fire Chief or their designee and City of Pleasanton representatives with a need-to-know. Failure to sign such form will be cause to terminate the application process and deny employment for applicants and will constitute insubordination for Covered Employees.

- A job applicant who refuses to consent to testing will be denied employment with LPFD.
- An existing Covered Employee's refusal to test as required by this Policy constitutes insubordination and may result in administrative action, up to and including termination, subject to full due process and consistent with all representation rights.
- Any of the following constitutes a refusal to test:
    - Failure to proceed immediately to the designated testing site after being directed to do so.
    - Failure to permit transportation by LPFD personnel to the designated testing site or unreasonably delaying transport or arrival at the designated testing site after being directed to go to the designated testing location;
    - Failure to remain at the designated testing location until testing is completed;
    - Failure to provide a specimen or sample or a sufficient amount of the specimen or sample as directed by a specimen collector/technician without medical explanation as determined by medical evaluation;
    - Failure to sign the appropriate forms when asked to do so by the specimen collector/technician;
    - Declining to take a second test as directed;
    - Failure to cooperate with testing process (e.g., refuse to empty pockets when so directed by the collector; behave in a confrontational way that disrupts the collection process) or engaging in any conduct that obstructs or does not allow for the successful completion of the testing process;

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- Medical Review Officer report that Covered Employee has verified adulterated or substituted test result;
- Admission by Covered Employee that he or she adulterated or substituted their specimen;
- Observed possession or wearing of a prosthetic or other device that could be used to interfere with the collection process at time of collection; or
- Refusal to wash hands in advance of providing a specimen, after being directed to do so.

Where there is a reasonable suspicion that the Covered Employee is presently under the influence of alcohol or drugs, LPFD shall allow the Covered Employee time to arrange to be safely transported home. The Covered Employee shall not be permitted to transport themself.

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ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of LPFD's Substance Testing Policy. I understand the Policy, and agree to abide by it. I understand the Policy may be updated in the future.

_____ _____

Employee Signature Date

_____

Employee Name (printed)

This form shall be retained by Human Resources.

Please complete and return this form immediately.

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OBSERVATION OF IMPAIRMENT REPORT

REASONABLE SUSPICION RECORD

Employee Name:___Employee ID No. _____

Observation Date: _____ Time: (from_____a.m./p.m. to _____a.m./p.m.)

Location: _____

Street City State Zip

This form is used to help determine if there is reasonable suspicion to believe a Covered Employee is impaired by alcohol or drugs while on the job and to document pertinent findings. Reasonable suspicion must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the person suspected of being impaired by alcohol or drugs in violation of the LPFD policy.

OBSERVATIONS:

Detail the specific facts, symptoms and observations that form the basis for your determination that the Covered Employee is impaired by alcohol or drugs while on the job.

_____
_____
_____
_____
_____
_____
_____

TRAINED EMPLOYEE COMPLETING THE ASSESSMENT:

_____
Signature Print Name Rank Date Time

CONFIRMING WITNESS:

_____ Concur is the above findings.

_____
Signature Print Name Rank Date Time

APPROVED BY:

_____

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LPFD Battalion Chiefs Performance Evaluation

PART I: PERFORMANCE STANDARDS

PREVIOUS YEAR: (Identify Evaluation Period)

EMPLOYEE NAME: **DEPARTMENT:**

EVALUATOR NAME: **EVALUATOR DEPARTMENT:**

Management Employee Standards	Exceeds Expectations	Meets Expectations	Fails to Meet Expectations
Customer Service and Community Relations			
Interpersonal Effectiveness and Teamwork			
Communication Skills			
Organizing and Planning			
Financial Resource Management			
Flexibility, Adaptability and Initiative			
Decision Making and Problem Solving			
Professional Knowledge, Skills and Abilities			
Leadership Skills			
Human Resource Management			
Integrity and Ethics			
Overall Rating			

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LPFD Battalion Chiefs Performance Evaluation

PART I: PERFORMANCE STANDARDS (Cont.)

PREVIOUS YEAR: (Identify Evaluation Period)

Evaluator comments are required for any ratings of " Fails to Meet Expectations"

Evaluator Comments:

Employee Comments (if any):

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LPFD Battalion Chiefs Performance Evaluation

PART II: DEPARTMENT & INDIVIDUAL GOAL ACHIEVEMENT

PREVIOUS YEAR: (Identify Evaluation Period)

DEPARTMENT:

EMPLOYEE NAME AND TITLE:

EVALUATOR NAME AND TITLE:

List each of the applicable FY (Identify Year) department goals, then each personal goal. Have the employee summarize their work on each goal, then write your comments.

Goal Employee Comment Evaluator Comment

Goal Employee Comment Evaluator Comment

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PART II: DEPARTMENT & INDIVIDUAL GOAL ACHIEVEMENT (Cont.)

PREVIOUS YEAR: (Identify Evaluation Period)

Goal

Employee Comment

Evaluator Comment

Goal

Employee Comment

Evaluator Comment

Goal

Employee Comment

Evaluator Comment

Add additional pages as needed

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LPFD Battalion Chiefs Performance Evaluation

PART III: NEXT YEAR'S DEPARTMENTAL & PERSONAL GOALS

UPCOMING YEAR: 2005 – 2006

DEPARTMENT:

EMPLOYEE NAME AND TITLE:

APPROVED BY (NAME AND TITLE):

List each of the FY05-06 applicable department goals and then each personal goal.

Continue on next page or pages as needed

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LPFD Battalion Chiefs Performance Evaluation

SUMMARY COMMENTS

PREVIOUS YEAR: (Identify Evaluation Period)

Evaluator Comments (if any):

Employee Comments (if any):

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LPFD Battalion Chiefs Performance Evaluation

SIGNATURES

_____

Completed by: (Evaluator) Date

_____

Approved by: Date

Discussed w/ employee on

_____

Date

_____

Employee's signature Date

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APPENDIX A

CURRENT YEAR DEPARTMENTAL GOALS

CURRENT YEAR: (Identify Year)

DEPARTMENT HEAD: **DEPARTMENT:**

List all of the FY (Identify Year) goals of the Department including those from Council Priorities

Continue on next page or pages as needed

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APPENDIX B

NEW DEPARTMENTAL GOALS

UPCOMING YEAR: (Identify Year)

DEPARTMENT HEAD: **DEPARTMENT:**

List all of the FY (Identify Year) goals of the Department including those from Council Priorities

Continue on next page or pages

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MOU NEGOTIATIONS BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1974 BATTALION CHIEFS AND THE LIVERMORE~PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY (LPFDJPA)

BATTALION CHIEF STAFFING POLICY

I. BC Staffing Policy:

To establish procedural guidelines for staffing Battalion Chiefs positions. Staffing decisions for situations not specifically addressed in this policy will be made considering all factors and what is best for the organization and impacts on personnel.

II. Responsibility:

A. It will be the responsibility of Battalion Chiefs to follow this procedure.
B. Battalion Chiefs are responsible for managing their staffing calendar.
C. Battalion Chiefs will check their staffing calendar at least once per day when on duty.
D. Battalion Chiefs shall ensure all contact information is accurate.

III. Définitions :

A. Shift Fill – Assignments made voluntarily to maintain adequate staffing levels. Availability is indicated in the staffing time & attendance software as a sign-up.
B. Mandatory Shift Fill – Assignments made involuntarily to maintain adequate staffing levels. Individuals have not made themselves available in the staffing time & attendance software.
C. Emergency Recall – Assignments made voluntarily or involuntarily due to an Emergency Incident within the fire department's areas of influence, requiring additional staffing.
D. Selection Factor – Accrued hours worked used to award Shift Fill. This selection factor will reset November 25th of each calendar year.
E. Pick List – Descending list, based on selection factor, indicating an individual's availability to be assigned shift-fill, from lowest factor to highest factor.
F. Mandate List – Rotational list that resets November 25th of each year, based on rank seniority, with the least senior member at the top of the list and the most senior member at the bottom of the list.
G. Operational Period – Work period for regularly scheduled calendar day, i.e., 24 hours, 10 hours
H. Shift Battalion Chief – Battalion Chief assigned to the 56-hour work week.
I. 40-Hour Battalion Chief – Battalion Chief assigned to the 40-hour work week.
J. Captain of Rank (COR)- A individual who has opted into the Captain of Rank program and previously held the rank of Fire Captain within the LPFD
K. Acting Battalion Chief (ABC)- An individual currently on the active Battalion Chief's promotional list.

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NOTE: Refer to Section IV.N - Out of Class Trial Section for COR and ABC Information

L. Holdover- Battalion Chief holdovers less than (3) hours will not receive Stipend Pay. If the holdover is beyond 3 hours the Battalion Chief will be compensated for **all time in excess of** three (3) hours at their current Stipend Pay rate in 15-minute increments. Any holdover of more than (3) hours will result in mandate credit.

Stipend Pay Worked	**Paid As**
1 through 15 minutes	15 minutes
16 through 30 minutes	30 minutes
31 through 45 minutes	45 minutes
46 through 60 minutes	60 minutes

IV. Procedure:

A. Staffing will be filled 6 days out for all known vacancies and/or assignments.
B. Individuals shall indicate their availability in the staffing time & attendance software (Sign-Up)
C. Assignments will be made based on the following procedure:

1. Shift Battalion Chief Availability: Sign-Up

    - Yes – Award to available Shift Battalion Chief based on selection factor (96 Hour Max)
    - No – 40 Hour Battalion Chief Availability

2. 40 Hour Battalion Chief Availability: Sign-Up
    - Yes – Fill with 40 Hour Battalion Chief based on Selection Factor
    - No – Fill with Deputy Chief

3. Deputy Chief Availability: Sign-Up

    - Yes – Fill with Deputy Chief based on selection factor.
    - No – Move to Mandatory Shift Fill

4. Mandatory Shift Fill: 96 Hour Maximum

    - Mandate a Shift Battalion Chief based on the Mandate Rotational List
        - NOTE: 40 Hour Battalion Chiefs are EXEMPT from Mandates
    - If no Shift Battalion Chiefs are eligible – move to CONTIGENCY STAFFING

5. Contingency Staffing: 120 Hour Maximum

    - Assignments will be made voluntarily (sign-up) or involuntarily (mandatory).

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6. No Battalion Chief Eligibility: Rule Breaks

7. Rule Breaks: Shall occur in the following order of sequence:

    - Trade Off Protection
    - Trade Off Revocation
    - Vacation Protection
    - Vacation Revocation (Non-Annual Vacation Pick)
    - Vacation Revocation (Annual Vacation Picks)

D. All vacancies will be filled using the procedures outlined above.

   Exception: See Holiday Staffing

E. Battalion Chiefs may not act out of class anytime there is a mandatory assignment within their rank. Battalion Chiefs who were previously assigned to fill a Captain vacancy will be reassigned to the vacancy in their perspective rank, and the captain vacancy will be filled as outlined in their staffing policy.

F. Battalion Chiefs may not exceed 96 hours of continuous work, unless in Contingency Staffing, and must have a minimum of 12 hours off after any 120-hour continuous work period, except in emergency situations as determined by the fire chief and/or their designee.

G. Personnel not available when assignment(s) are made are NOT entitled to the shift(s). This would include, but is not limited to, assignments on a Strike Team, previous alternate assignments, or injury with work restrictions.

H. Battalion Chief who has a signed release from a physician on record with the Deputy Chief is eligible for shift-fill, voluntarily or involuntarily effective from their release date.

I. A Battalion Chief returning from a Strike Team exceeding 48 hours shall have a minimum of 24 hours off and shall not work the next calendar day.

J. Individuals may be awarded voluntary shift fill for any portion of a 24-hour shift unless they have indicated their availability otherwise in staffing.

   NOTE: This does not prevent mandatory assignment for additional hours

K. Additional vacancies occurring under 6 days, will be filled using the procedure outlined above with the following exceptions:

    1. Individuals assigned fewer hours than the vacancy(s) needing filled, who indicated their availability, will be assigned the shift(s) with the greater number of hours.
    2. Mandatory Assignments will continue to be assigned on a rotational basis, using the mandate list. Upgrades will not occur unless it is necessary to prevent rule breaks.

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3. Vacancies occurring 37 hours or less to the operational period will be filled using the same algorithm outlined above; however, the first person contacted shall be awarded the shift(s).

L. Promotions / Long-Term Acting (ABC):

A newly promoted Battalion Chief will be assigned a selection factor commensurate with the highest factor in their perspective rank or classification, plus (1) one hour. A Captain assigned to a long-term acting assignment shall have their factor assigned as outlined above. Their factor in their respective rank will be locked. Upon returning to their rank all hours worked in the acting assignment will be added to their respective rank factor.

M. Finding Relief - Personnel may find relief for all, or part of their assigned shift(s), provided they follow the following procedure:

1. Contact personnel who have indicated their availability, who have been assigned fewer hours than the shift being offered; acceptance is voluntary.
2. Contact personnel who have indicated their availability, who have not yet been assigned shift fill - acceptance is voluntary.
3. Contact any remaining personnel within the rank - acceptance is voluntary.
4. Contact Deputy Chiefs - acceptance is voluntary.

N. Mandatory Shift Fill Relief:

1. Contact personnel within the rank - acceptance is voluntary.
2. Personnel are free to swap mandatory assignments.
3. Contact Deputy Chiefs - acceptance is voluntary.
4. Only one (1) individual, working a minimum of two (2) hours, will receive credit for the mandatory shift.
5. Individuals who find their own relief are EXEMPT from the mandatory assignment during the operational period in which they found relief. This applies only to the original agreement.

O. Sick Leave - BC's must notify the Staffing Captain between 1900-2000 or the morning of, or between 0630-0700 hours, of their need to use sick leave. Battalion Chiefs using sick leave will be placed off for both operational periods (48 hours). If the BC is well enough to return to work for the second operational period, they must contact the Staffing Captain between 1900-2000 hours the night before the second shift. In the event the Staffing Captain is unavailable, contact the designated Staffing Battalion Chief.

EXCEPTION: The use of family sick leave or sick leave for medical appointments can be used for actual time needed. The use of sick leave for medical appointments requires approval from the Fire Chief or their designee.

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P. Trades – Refer to MOU Section 6.1

Employees may request Trades for any duration, with any employee in the same rank and working the same schedule.

Under normal staffing operations, personnel off on approved trade(s) for not less than 12 hours, will receive mandate protection from 0800 on the off-going shift, until 0800 hours on the day the employee is returning for their regularly assigned shift.

EXCEPTION: See Holiday Staffing

Q. Vacation – Refer to the MOU Section 9.0

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Under normal staffing operations, personnel off on approved vacation for not less than twelve (12) hours, will receive mandate protection from 0800 on the off-going shift, until 0800 hours on the day the employee is returning for their regularly assigned shift.

EXCEPTION: See Holiday Staffing

Employees may request vacation outside the twelve (12) or twenty-four (24) use requirements, provided they provide the name of their relief. This is a one-one agreement, and not subject to upgrades as outlined in Section H.

R. Holiday Staffing – Holidays will be filled as follows:

July 4 – June 4
Thanksgiving – October 25
Christmas Eve & Christmas Day – November 25 (Christmas Day filled 1st)

Battalion Chiefs are required to use three (3) consecutive 24-hours of approved vacation to receive mandate protection between December 15 – January 5. Vacation must be canceled prior to the vacancy being filled during this same period.

Approved trades of any duration during this same period DO NOT provide mandate protection.

S. Emergency Relief:

1. Personnel who determine a personal emergency will preclude them from remaining on-duty, will advise the Deputy Chief(s)
2. Notification will include the nature of the emergency, anticipated time off needed, and whether they will be able to return to work.
3. Personnel may elect the use of family sick leave or secure a trade or vacation with identified relief.
4. Personnel shall remain on-duty until their replacement arrives, unless the nature of the emergency require immediate release (Deputy Chief approval)

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T. Out of Class Work Trial Period – MOU Section 5.9

Both parties have agreed to a one (1) year trail period that allows a Battalion Chief to fill vacancies in the Captains Rank; AND Deputy Chiefs to fill vacancies in the Battalion Chief Rank, ONLY to minimize and/or prevent mandatory shift fill. As a result, several procedural changes relative to this Staffing Policy were implemented. At the conclusion of the one (1) year trial period, Out of Class Work will end, unless mutually agreed to by the fire chief and local 1974 to extend the trail period.

If the trial period is extended, the department and local agree to work on developing position task books for Fire Captains, Battalion Chiefs, and Deputy Chiefs. The goal of these task books is to provide qualification tracks for short-term acting of Captains to Battalion Chiefs, Battalion Chiefs to Captain, and Deputy Chiefs to Battalion Chiefs. The completion of these task books would prepare and qualify personnel for an out of class work assignment. Battalion Chiefs and Deputy Chiefs who are promoted internally would not be required to complete Position Task Books for out of class assignments. Captains would need to have successfully completed the Battalion Chiefs Promotional Exam and be placed on the active eligibility list for Battalion Chief.

If the trial period is terminated, Deputy Chiefs will no longer be eligible to work out of class in the Battalion Chief Rank; AND Battalion Chiefs will no longer be eligible to work out of class in the Captains Rank, EXCEPT to prevent station closures, resulting from the lack of available Fire Captains.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.15**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

SUMMARY

The City's adopted Investment Policy states that the City Council shall approve any modifications to the policy. With the selection of Meeder in September of 2022 as the City's investment advisor, they have made recommendations to update the Investment Policy to eliminate the references to broker/dealers as they are no longer being used and other changes to mirror current California Government Code.

DISCUSSION

California Government Code Sections 53600 through 53659 defines the types of investments that municipal government can include in their portfolio, limits on the level of these investments, and the oversight required for the portfolio. The Investment Policy establishes strategies, practice, and procedures which are used in the administration of the City's portfolio.

Staff has reviewed the proposed policy for consistency with State law and the City's current investment strategies. There are proposed minor changes to the City's investment policy. The changes outlined below will allow the City's investment advisor to have the authority to invest funds in compliance with the Government Code and earn the best possible return.

1. Elimination of references to broker/dealers and the broker/dealer questionnaire as we are now using an investment advisor.
2. Elimination of language that is repeated throughout the Investment Policy.
3. Addition of authorized investments in Joint Powers Authority (JPA) organized under section 6509.7 in addition to the one already authorized in LAIF.
4. Changes to maximum investment percentages to be in compliance with California Government

Code. Current policy is more restrictive than code.

5. Changes to credit rating minimums to be in compliance with California Government Code. Current policy is more restrictive than code.

The State of California gives the City Council, in its capacity as the legislative body of the City and its related entities, the ability to delegate the investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) for a one-year period in accordance with Section 53607 of the California Government Code. The delegation requires renewal each year.

On April 25, 2022, the City Council adopted Resolution No. 2022-062, determining that the person serving as the Administrative Services Director shall also serve as the City Treasurer and appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer.

The delegation of investment authority and responsibility from the City Council to the Administrative Services Director/ City Treasurer will allow the Administrative Services Department to continue the prudent investment of the City's pooled treasury funds and the effective and efficient support of the City's efforts to meet its cash flow needs.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal implications associated with the recommended action.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Investment Policy Red Line
2. Resolution
3. Exhibit A - Investment Policy

Prepared by: David Doyle
Accounting Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

INVESTMENT POLICY

Adopted: June 26~~7~~, 2023~~2~~

Prepared By:

Administrative Services Department

TABLE OF CONTENTS

		Page
Section I	Policy Introduction	1
Section II	Scope	1
Section III	Prudence	1
Section IV	Investment Objectives	2
Section V	Authority to Invest Monies	2
Section VI	Ethics and Conflicts of Interest	2
Section VII	Authorized Financial Dealers & Institutions	3
Section VIII	Authorized and Suitable Investments	3~~4~~
~~Section IX~~	~~Investment Pools and Mutual Funds~~	~~8~~
Section I~~X~~	Collateralization	8~~9~~
Section X~~I~~	Safekeeping and Custody	8~~9~~
~~Section XII~~	~~Diversification, Maturity, Credit Quality~~	~~9~~
Section XI~~II~~	Maximum Maturities	8~~9~~
Section XII~~IV~~	Internal Control	8~~10~~
~~Section XV~~	~~Performance~~	~~10~~
Section XIII~~VI~~	Reports of Investment Activities	9~~10~~
Section XIV~~II~~	Adoption	9~~10~~
~~Appendix A~~	~~Comparison of Permitted Investments~~	~~11~~
Appendix A~~B~~	Glossary of Investment Terms	10~~2~~
~~Appendix C~~	~~Broker/Dealer Questionnaire~~	~~20~~

I. POLICY INTRODUCTION

Monies not required for immediate expenditure by the City of Livermore shall be invested in compliance with governing provisions of law and this policy. The City will maintain adequate cash availability and strive for a yield on invested idle funds which is commensurate with the objectives of safety of principal and liquidity.

II. SCOPE

This investment policy applies to all financial assets under direct control of the City of Livermore. These funds are accounted for in the City's ~~Comprehensive Annual Financial Report (CAFR)~~Annual Comprehensive Financial Report (ACFR) and include the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, certain Trust and Agency Funds, and other funds that may be created from time to time. The City holds no pension trust funds for which it is accountable.

This policy does not apply to investment activities of moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or certificates of participation. Such funds are invested in accordance with the statutory provisions governing the issuance, or if there are no specific statutory provisions in accordance with the ordinance, resolution, indenture, or agreement of the City providing for the issuance. These funds are identified in the Balance Sheet/Statement of Net Position and in the notes to the Financial Statements of the City's ~~Comprehensive Annual Financial Report (CAFR)~~ Annual Comprehensive Financial Report as "Cash and Investments with Trustee".

III. PRUDENCE

The City adheres to the guidance provided by the "prudent investor standard," which obligates a trustee acting as a fiduciary to ensure that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Exercise of prudence considers the probable safety of capital as well as the probable income to be derived.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Livermore's investment activities shall be:

- **Safety** of principal is the primary objective of the investment program. Investments of the City of Livermore shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether they be from credit risk or market risk. To attain this objective, the portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions.

- **Liquidity** of the portfolio guarantees the City's ability to meet all operating requirements which might reasonably be anticipated.

- **Return on Investment.** The City of Livermore's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. AUTHORITY TO INVEST MONIES

Pursuant to Chapter 2.28 of the Livermore Municipal Code, the Director of Administrative Services is authorized to assume and perform all municipal functions relating to investments of the City subject to the annual delegation of investment authority from the City Council to the City Treasurer pursuant to Government Code section 53607. The Director of Administrative Services serves as the City Treasurer pursuant to the City of Livermore Resolution No. 2022-062.

The Director of Administrative Services shall establish written procedures for the operation of the investment program consistent with this policy. The City Treasurer/Director of Administrative Services may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Administrative Services.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials shall disclose any material financial interests in financial institutions that conduct business within the City and they shall further disclose any material personal financial or investment positions that could be related to the performance of the City's portfolio. All persons authorized to place or approve investments shall report annually on Form 700 of the California Fair Political Practices Commission all required economic interests for that year.

VII. AUTHORIZED FINANCIAL DEALERS & INSTITUTIONS

In order to provide for the optimum yield in the investment of the City funds, the City's investment procedures shall be designed to encourage competitive bidding on transactions from approved financial dealers and institutions. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City, or the City's designated investment adviser.

Only authorized financial dealers and institutions defined under California Government Code Section 53601.5 shall be allowed to conduct business with the City. Authorized financial dealers and institutions defined under California Government Code Section 53601.5 shall be defined as one of the following:

(i) Direct issuers of securities, or
(ii) An institution licensed by the State of California as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or
(iii) A member of a federally regulated securities exchange, or
(iv) A national or state-chartered bank, a savings association or federal association, or
(v) A brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

~~The Director of Administrative Services shall maintain a list of financial institutions and broker-dealers authorized to provide investment services conforming to the California Government Code Section 53601.5 after a careful review of their qualifications and creditworthiness. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net Capital rule).~~ No public deposit shall be made except in a qualified public depository as established by state laws. ~~Financial institutions~~SEC Registered Investment Advisers, authorized to provide investment services to the City, shall utilize broker-dealers who are duly licensed and authorized to provide investment services in the State of California. ~~but shall not be limited to the list of approved broker/dealers maintained by the City of Livermore.~~

The firms and individuals, providing investment services to the City, must be knowledgeable and experienced in public agency investing, institutional trading practices and the California Government Code as related to investments. In addition, anyone providing financial services to the City must adhere to the investment policies of the City ~~Of~~ of Livermore as adopted by the City Council. The broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City.

~~All financial institutions and broker/dealers who desire to conduct investment transactions with the City must provide the following documents annually to the Director of Administrative Services:~~

- ~~"Broker/Dealer Questionnaire" (Appendix C) and related documents~~
- ~~Audited financial statements~~
- ~~Proof of Financial Industry Regulatory Authority (FINRA) certification~~
- ~~Proof of State registration~~
- ~~A statement certifying that the institution has reviewed the City's Investment Policy and California Government Code Section 53600 et seq. and that all securities offered to the City shall comply fully with all provisions of the Policy and the California Government Code.~~

~~An annual review of the financial condition and registrations of qualified bidders will be conducted by the Director of Administrative Services. Audited financial statements for most recently ended fiscal year are required to be on file for each financial institution and broker/dealer in which the City invests.~~

~~Upon adoption, and when changes are made thereafter, the City shall send a copy of the current investment policy to all parties approved to do business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies, and intends to show the City only appropriate investments.~~ Any party directly executing investment transactions on behalf of the City shall sign a copy of this investment policy acknowledging comprehension and receipt.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City shall be governed by Government Code § 53600 et seq. The City's investment portfolio may include the instruments listed below, subject to the specific provisions of the Government Code, with any more restrictive credit rating minimums mentioned below. ~~A side by side comparison of the City's specific permitted investment guidelines to California State requirements can be found in Appendix A.~~

1. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100 percent of the City's investment portfolio may be invested in government obligations.

2. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This shall include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. There is no limit to that amount of the City's portfolio that may be invested in Federal Agency or GSE securities.

3. **State of California and Local Agency Obligations.** (1) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency with a final maturity not exceeding five years from the date of trade

settlement; (2) Obligations of the City of Livermore and the Successor Agency to the former Redevelopment Agency of the City of Livermore, including tax allocation bonds; and (3) Special Assessment District Improvement Bonds issued by the City of Livermore related to special assessment districts. Such obligations must be rated at least "A-1", or the equivalent, short-term; or "A" or the equivalent, long-term by a NRSRO at the time of trade settlement. Unrated securities are acceptable if the underlying issuer meets the "A" credit rating criteria. Up to 100 percent of the City's investment portfolio may be invested in California municipal obligations.

4. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states. Such obligations must have a final maturity not exceeding five years from the date of trade settlement, and rated at least "A-1", or the equivalent, short-term; or "A", or the equivalent, long-term by a NRSRO at the time of trade settlement. Unrated securities are acceptable if the underlying issuer meets the "A" credit rating criteria.

5. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a final maturity not exceeding five years from the trade settlement, and eligible for purchase and sale within the United States. Supranationals shall be rated at least "AA" or the equivalent by a NRSRO at the time of purchase. The aggregate investment in supranationals shall not exceed 30% of the City's total portfolio.

6. **Repurchase Agreements and Reverse Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 20 percent of the City's investment portfolio may be invested in repurchase and reverse purchase agreements.

    A. Repurchase agreements will be entered into subject to a Master Repurchase Agreement between the dealer and the City. The term of the agreement may not exceed one year. In addition, the market value of the securities that underlay a repurchase agreement must be valued at 102 percent or greater of the funds borrowed against those securities at the time of purchase and the value must be adjusted not less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102 percent no later than the next business day.

    B. Reverse repurchase agreement**s** or securities lending agreements may be utilized only when all of the following conditions are met:

        a. The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the City for a minimum of 30 days prior to sale.

b. The total of all reverse repurchase agreements and securities lending agreement on investments owned by the City does not exceed 20 percent of the base value of the portfolio.
c. The term does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and final maturity date of the same security.
d. Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

7. **Bankers' Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. ~~An acceptance is high grade negotiable instrument.~~ Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the City's investment portfolio. However, no more than thirty percent of the agency's money may be invested in bankers' acceptance of any one commercial bank.

8. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

A. The entity meets the following criteria: (a) Is organized and operating in the United States as a general corporation; (b) Has total assets in excess of five hundred million dollars ($500,000,000); (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

B. The entity meets the following criteria: (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond; (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed ~~fifteen~~ 25 percent of the City's surplus funds. In addition, no more than 10 percent of the City's total portfolio may be invested in any one issuer of commercial paper.

9. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service. Further restrictions are a maximum term of five years to maturity and total investments in Medium Term Corporate Notes may not exceed 30 percent of the City's surplus money.

10. **Insured/Collateralized Savings accounts**. Deposits in FDIC insured financial institutions located in California including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, negotiable order of withdrawal accounts, and non-negotiable certificates of deposits are required to be collateralized as specified under Government Code. Collateral may be waived for any portion that is covered by federal deposit insurance. The amount on deposit shall not exceed the shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution. In addition, the financial institution must have received a minimum overall satisfactory rating for meeting the needs of California Communities in its most recent evaluation under the Community Reinvestment Act.

11. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30 percent of the City's investment portfolio. For deposits exceeding $250,000 the City require that financial institution collateralize at 110%.

12. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state or federal credit union or by a state-licensed branch of a foreign bank.

    The City Council and the treasurer or other official of the City having legal custody of the money are prohibited from investing the City's funds, or funds in the custody of the City, in negotiable certificates of deposit issued by a state or federal credit union if a member of the City Council of the City of Livermore or any person with investment decision making authority in the City Manager's office, or administrative service department, or the City's treasurer's office also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

    Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30 percent of the City's investment portfolio.

13. **State of California's Local Agency Investment Fund (LAIF).** Investment in LAIF may not exceed the legally authorized limits. ~~Effective January 1, 2020, the limit is $75 million per account established by State of California Local Agency Investment Fund.~~

~~13.~~14. **Other JPA Investments (Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7.** These investments are similar to LAIF above in they are short-term liquidity investments.

~~14.~~15. **Mutual Funds (Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.))**. The Mutual Fund must be restricted by its bylaws to the same investments as the local agency by the Government Code. These investments are Treasury issues, Federal Agency issues, State of California and City (within California) debt obligations, Bankers Acceptances, Commercial Paper, Certificates of Deposit, Negotiable Certificates of Deposit, Repurchase Agreements, Reverse Repurchase Agreements, Financial Futures and Financial Options and Medium Term Corporate Notes. The quality rating and percentage restrictions in each investment category applicable to the local agency also apply to the Mutual Fund. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment pursuant to this subdivision these companies shall either: (A) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (B) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of $500,000,000.

A further restriction is that the purchase price of shares of the mutual funds shall not include any sales commission. Investments in mutual funds shall not exceed ~~15percent~~ 20 percent of the local agency's surplus money. In addition, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one Mutual fund.

If the Government Code is amended to allow additional investments or is changed regarding the limits on certain categories, the City is authorized to conform to the changes in the revised Code, provided that the changes are not specifically prohibited by the City's policy. These changes will presented in the annual review of the policy and will be incorporated into the policy at that time.

~~IX. INVESTMENT POOLS and MUTUAL FUNDS~~

~~Participation in the State of California Local Agency Investment Fund (LAIF) and money market sweep funds provide excellent short-term cash management facilities. However, there is a due diligence standard which applies to the use of such pools. Participation in LAIF and the Union Bank of California Highmark 100% U.S. Treasury overnight sweep funds are subject to continuing review of their respective annual reports as well as application of additional criteria developed by the Association of Public Treasurers' of the United States and Canada (APT US&C.)~~

~~X.~~IX. COLLATERALIZATION

California Government Code Sections 53651 through 53667 requires depositories to post certain types and levels of collateral for public funds above the Federal Deposit Insurance Corporation (FDIC) insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit).

Collateralization will also be required on two other types of investments: certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest for government securities, or 150% for first trust deeds. Collateral will be held by the independent third-party custodian selected by the City. The right of collateral substitution is granted.

~~XI.~~X. SAFEKEEPING AND CUSTODY

Securities transactions, including collateral for repurchase agreements, shall be executed on a delivery vs. payment (DVP) basis. Funds are not wire-transferred until securities are delivered into safekeeping with the City's third-party custodian. The custodial relationship is subject to an agreement for services which may be separate from the agreement for other banking services. The safekeeping requirement does not apply to L.A.I.F., purchase of mutual funds or securities which are physically delivered to the City.

~~XII. DIVERSIFICATION, MAXIMUM MATURITIES, AND CREDIT QUALITY~~

~~The City will diversify its investments by security type and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions.~~

~~Credit quality will be 'A' or above for fixed income securities and A1/P1 for commercial paper. Supranationals shall be rated at least "AA" or the equivalent by a NRSRO at the time of purchase. In the event of credit downgrades after purchase, sale of the security will be evaluated on a case by case basis.~~

~~XIII.~~XI. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. No investment, except the bonds issued by the City of Livermore or by the Successor Agency to the former Redevelopment Agency of the City of Livermore, shall be made in any security, which has a term remaining to maturity in excess of five years at the time of the investment. Investments in the bonds issued by the Successor Agency to the former

Redevelopment Agency of the City of Livermore or by the City of Livermore including Special Assessment District Improvement Bonds may have maturities exceeding five years for which no further City Council approval is required. The City Council may grant express authority to exceed this term for all other individual investments.

~~XIV.~~XII. INTERNAL CONTROL

The Director of Administrative Services shall establish a system of internal controls. These controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

~~XV. PERFORMANCE~~

~~The City's portfolio shall be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints, cash flow requirements, state law, and local law, ordinances or resolutions that restrict the placement of short-term funds. The portfolio shall be managed to produce a yield meeting or exceeding the average return on the one year U.S. Treasury Bill, which is considered a benchmark for riskless investment transactions. The investment program shall actively seek to augment returns above this threshold, consistent with risk limitations and prudent investment principles.~~

~~XVI.~~XIII. REPORTS OF INVESTMENT ACTIVITIES

The Director of Administrative Services will make a monthly report to the City Council on the status of the City's Investment portfolio. These reports shall include information as to the type of investment, the amount of money invested with various institutions, market value for securities with a maturity of more than 12 months, purchase and maturity dates, rate of interest, and statement of portfolio liquidity.

~~XVII.~~XIV. ADOPTION

The investment policy shall be adopted by resolution of the City Council of the City of Livermore. The policy shall be reviewed on an annual basis by the Director of Administrative Services to ensure its consistency with the overall investment objectives and relevance to current law, financial and economic trends, and cash flows needs of the City. Any modifications to the policy shall be approved by the City Council.

APPENDIX A – COMPARISON OF PERMITTED INVESTMENTS

	% of Funds Permitted		Maximum Maturity		Minimum Credit Rating	
Permitted Investment	California Government Code	Livermore Policy	California Government Code	Livermore Policy	California Government Code	Livermore Policy
US Treasuries	No Limit	No Limit	5 Years	5 Years	None	None
US Agencies /Government Sponsored Enterprises*	No Limit	No Limit	5 Years	5 Years	None	"A"
Bankers Acceptances	40% Max / 30% per issuer	40% Max/30% per issuer	180 days	180 days	None	"A"
Commercial Paper	25% Max / 10% per issuer	10% Max	270 days	270 days	Highest letter and number rating by a nationally recognized statistical rating org.	"A1/P1"
Medium Term Notes	30% Max	30% Max	5 Years	5 Years	"A"	"A"
Negotiable Certificate of Deposit	30% Max*	30% Max*	5 Years	5 Years	None	None
Repurchase Agreements	No Limit	20% Max	1 Year	1 Year	None	None
Reverse Purchase Agreement	20% of the base value of portfolio	20% Max	92 days	92 days	None	None
State of California and CA Local Agency Obligations	No Limit	No Limit	5 Years **	5 Years ***	None	"A"
Registered Treasury Notes or Bonds of any of the other 49 States	No Limit	No Limit	5 Years	5 Years	None	"A"
Shares of Beneficial Interest, Mutual Funds	20% Max	15% Max/ 10% Per Issuer	N/A	N/A	Highest Ranking by at least two national recognized rating agencies	Highest Ranking by at least two national recognized rating agencies
Non-negotiable Certificate of Deposit (Collateralized or Insured)	30% Max*	30% Max*	5 Years	5 Years	None	None
Collateralized Bank Deposits (Active and Passbook Saving Accounts)	None	None	5 Years	5 Years	None	None
Local Agency Investment Fund	No Limit	$75 million per account	N/A	N/A	None	None
Supranationals	30%	30%	5 Years	5 Years	"AA"	"AA"

* The aggregate investment in Negotiable Certificates of Deposit and Non-negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

** This investment type includes bonds Issued by the City of Livermore (City) or by the Successor Agency of the former Redevelopment Agency of the City. The maximum maturity per California Government Code is 5 years unless approval by the City Council.

*** The maximum maturity per Livermore Policy is "no limit" for bonds issued by the City or by the Successor Agency of the former Redevelopment Agency of the City.

APPENDIX AB – GLOSSARY OF INVESTMENT TERMS

ACTIVE DEPOSITS Demand or checking accounts which receive revenues and pay disbursements.

AGENCIES/FEDERAL AGENCY OBLIGATIONS Securities issued by U.S. Government agencies or quasi-government agencies in order to supply credit to various classes of institutions or individuals. These issues are guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues and have many of the same advantages. Examples are:

- **Federal Farm Credit Bank (FFCB)** are notes and bonds used to finance the short and intermediate needs of farmers. They are issued monthly with three- and six-month maturities. The FFCB issues larger issues (one to ten years) on a periodic basis. Interest is calculated on a 360-day, 30-day month basis.

- **Federal Home Loan Bank (FHLB)** notes and bonds are issued by the FHLB to help finance the housing industry. These securities provide liquidity and mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage-lending institutions. They are issued irregularly for various maturities. The minimum denomination is $5,000. The notes are issued with maturities of less than one year and interest is paid at maturity. The bonds are issued with various maturities and carry semi-annual coupons. Interest is calculated on a 360-day, 30-day month basis.

- **Federal National Mortgage Association (FNMA)** Fannie Maes are used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. They are issued about four times a year for maturities ranging from a few months to eight years. They are issued in minimum denominations of $10,000. They carry semi-annual coupons. Interest is computed on a 360-day, 30-day month basis.

- **Federal Home Loan Mortgage Corporation (FHLMC)** Freddie Mac is a publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market.

- **Government National Mortgage Association (GNMA)** Ginnie Mae is a government owned corporation and an agency of the U.S. Department of Housing and Urban Development. GNMA guarantees, with the full faith and credit of the U.S. Government, full and timely payment of all monthly principal and interest payments on the mortgage-backed pass-through securities of registered holders. The securities, which are issued by private firms such as mortgage bankers and savings institutions, and which are typically marketed through security broker/dealers, represent pools of residential mortgages.

ASKED The price at which securities are offered.

BANKERS ACCEPTANCES short term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is high grade negotiable instrument. Acceptances are purchased in various denominations for 30 to 180 days. The interest is calculated on a 360 day discount basis similar to Treasury Bills.

BID The price offered for securities.

BONDS ISSUED BY THE LOCAL AGENCY Include both taxable and tax-exempt bonds issued by the City or another municipality or local agency. A possible application for purchasing tax-exempt bonds would be to qualify for an exception from rebate requirements under the Tax Reform Act of 1986.

BOOK VALUE The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium and sometimes plus accretion of discount.

BROKER A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

COLLATERAL Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER A short term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments may be purchased at a discount to par value or interest bearing. Commercial paper is issued by corporations such as Ford Motor Credit Corporation, Amex, General Electric, Bank of America, Wells Fargo Bank, etc. Local agencies are permitted by state law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by a nationally-recognized credit rating agency.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) is the audited annual financial report of the City prepared in conformity with GAAP. It has five sections, Introductory, Basic Financial Statements, Notes to Financial Statements, Supplemental Information, and Statistical Section. Basic Financial Statements includes government wide financial statements and fund financial statements for governmental and proprietary funds.

COUPON (1) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (2) A certificate attached to a bond evidencing interest due.

DEALER A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURES Bonds secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP) Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES Financial products that are dependent for their value on, or derived from, an underlying financial instrument (such as stocks, bonds or foreign currencies), a commodity, or an index representing values of groups of such instruments or assets. Examples are interest rate swaps, futures, options, and forwards. Participants in derivatives markets include dealers and end users (including financial institutions, commercial firms, mutual funds, pension funds, state and local governments) and entities that use derivatives to hedge financial risks or to speculate. As of January, 1996 California state law prohibits investment in inverse floaters, range notes, interest only strips, or securities resulting in zero interest accrual. Local agencies currently holding any of these securities may retain them until maturity.

DISCOUNT The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE The discount rate is the interest rate charged to depository institutions when they borrow from their district Federal Reserve banks. The discount rate is typically lower than the federal funds rate. Any change in the discount rate requires a majority vote of the seven Fed governors and must be based on a request from one or more of the Fed's twelve regional reserve banks.

DIVERSIFICATION Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) A federal agency that insures bank deposits up to $250,000 per depositor.

FEDERAL FUNDS (1) Non-interest bearing deposits held by member banks at the Federal Reserve. (2) Used to denote "immediately available" funds in the clearing sense.

FEDERAL FUNDS RATE The rate of interest at which Fed funds are traded. The federal funds rate is the rate charged on overnight loans between banks. This rate is currently pegged by

the Federal Reserve through open market operations. For instance, if the FOMC decides to raise the federal funds rate, it directs the Federal Reserve Bank of New York to sell government securities on the Fed's behalf. Changes in the federal funds rate may be done without changing the discount rate.

FEDERAL OPEN MARKET COMMITTEE (FOMC) Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee normally meets eight times per year to set Fed guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM The central bank of the U.S. created by Congress consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members. California is in District 12 which encompasses the nine western states.

FINANCIAL FUTURES AND FINANCIAL OPTIONS Are forward contracts for securities and is a type of derivative. The government code states that a local agency may incur future contracts/options in any of the investment securities enumerated in §53601, a-m.

GUARANTEED INVESTMENT CONTRACTS (GICs) An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

FISCAL POLICY Congressional manner of managing taxes and public spending through budget actions, with the goal of full employment and economic growth. Contrasts with monetary policy through the Fed, used to regulate the economy.

INACTIVE DEPOSITS Certificates of deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

INTEREST-BEARING ACTIVE DEPOSITS Money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

LOCAL AGENCY INVESTMENT FUND (L.A.I.F.) is a special fund in the State Treasury created pursuant to Government Code § 16429.1 which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum of $65 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty four hours and no interest is lost. All interest is distributed to participating agencies on a proportionate share determined by the amounts deposited and the length of time they are

deposited. Interest is credited quarterly.

LIQUIDITY A liquid asset is one that can be converted easily into cash without substantial loss of value. In the money market, a security is liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE The price at which a security is trading and could be purchased or sold.

MATURITY The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM CORPORATE NOTES Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium Term Corporate Notes can be defined as extended maturity commercial paper. Corporations use these notes to raise capital. Examples of issuers are General Electric Credit Corporation, Exxon, Chevron etc.

MONETARY POLICY The way in which the money supply is managed by the Federal Reserve Board. The Fed manipulates the money supply either through open market transactions, member bank reserve requirements, or through changing the discount rate.

MONEY MARKET The market in which short-term debt instruments are issued and traded.

MUTUAL FUNDS are referred to in Government Code § 53601(j) as "shares of beneficial interest issued by diversified management companies". The Mutual Fund must be restricted by its bylaws to the same investments as the local agency by the Government Code. These investments are Treasury issues, Federal Agency issues, State of California and City (within California) debt obligations, Bankers Acceptances, Commercial Paper, Certificates of Deposit, Negotiable Certificates of Deposit, Repurchase Agreements, Reverse Repurchase Agreements, Financial Futures and Financial Options and Medium Term Corporate Notes. The quality rating and percentage restrictions in each investment category applicable to the local agency also apply to the Mutual Fund.

NEGOTIABLE CERTIFICATES OF DEPOSIT are unsecured obligations of the financial institution. Securities are generally issued in bearer form and pay interest at maturity. Although negotiable, a strong secondary market exists only in the NCD's issued by the largest United States banks. These securities generally trade with minimum amounts of $1 million per trade with the average trade in the secondary market of $5 million.

NON-NEGOTIABLE CERTIFICATES OF DEPOSIT are investments for inactive funds issued by banks, savings and loans and credit unions. Investments of $250,000 are insured by Federal Deposit Insurance Corporation (FDIC). Certificates of Deposit can be issued from 14 days to several years in maturity.

OPEN MARKET OPERATIONS Open market operations are the Fed's most important and most flexible monetary policy tool. Purchases of government and certain other securities inject reserves into the bank system and stimulate growth of money and credit; sales of securities have a tightening effect.

PASSBOOK SAVING ACCOUNTS Similar to inactive deposits except they are not for a fixed term. The interest rate is typically lower than for CDs.

PORTFOLIO Collection of securities held by an investor.

PREMIUM (1) The amount by which the trading price of an issue exceeds the issue's par value. (2) The amount that must be paid in excess of pay to call or refund an issue before maturity. (3) In money markets, the fact that a particular bank's CDs trade at a rate higher than others of its class, or that a bank has to pay up to acquire funds.

PRIMARY DEALER A group of government securities dealers that submit daily reports of market activity and positions to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include SEC registered securities broker-dealers, banks, and a few unregulated firms.

PRIME RATE The rate at which banks lend to their best or prime customers. The all-in cost of a bank loan to a prime credit equals the prime rate plus the cost of holding compensating balances.

QUALIFIED PUBLIC DEPOSITORIES A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of California, which has segregated for the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS Short term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the repo.

REVERSE REPURCHASE AGREEMENTS Are mirror image of a repurchase agreement. In exchange for using the local agency's securities as collateral, a dealer makes cash available to purchase additional securities at a higher rate. Such arbitrage book can generate incremental income by profiting from the difference in interest rates.

RISK Degree of uncertainty of return on an asset.

SAFEKEEPING A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1 See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION (SEC) Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE The date on which a trade is cleared by delivery of securities against funds. The settlement date may be the trade date or a later date.

SHARES OF BENEFICIAL INTEREST are issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. See also Mutual Funds.

YIELD The rate of annual income return on an investment, expressed as a percentage. (1) Income yield is obtained by dividing the current dollar income by the current market price for the security. (2) Yield to maturity or net yield is the current income yield minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15:1; also called net capital rule and net capital ratio.

U.S. TREASURY ISSUES are direct obligations of the United States Government. These issues are as follows:

- **Treasury Bills** are issued weekly with maturity dates from 13 weeks up to one year. They are issued and traded on a discount basis and are also known as discount securities. Interest is computed on a 360-day basis, actual number of days. They are issued in amounts of $10,000 and up in multiples of $5,000 and are a highly liquid security.

- **Treasury Notes** are initially issued with 2 to 10 year maturities. They are actively traded in the secondary market and are very liquid. The Treasury may issue notes with a minimum of $1,000, however, $5,000 is more common.
- **Treasury Bonds** are long-term securities having initial maturities of more than 10 years.

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Section I: Statement of Position and General Requirements

The City of Livermore (hereinafter referred to as the "City") is a municipal government operating under the laws of the State of California. The City manages an investment portfolio of $200 million approximately for operating funds. This portfolio is comprised primarily of cash equivalents (money market funds), corporate bonds, government agency bonds (including GSEs), and Local Agency Investment Fund (LAIF). The City has adopted a written Investment Policy which regulates the parameters and procedures used in its cash and investment management activities.

The City maintains relationships with qualified broker-dealers who, in its opinion, understand the needs, objectives, constraints, and preferences of the City.

Broker-dealers will be notified of their approval by the City. No transactions will be conducted with an approved broker-dealer until all paperwork required by both parties has been executed. The City has a competitive bid process in place to ensure that all its transactions are executed at competitive bids and offers. All securities will be delivered against payment to the third party custodian named by the City. The City will review and substantiate all information and references requested in this document. Therefore, please answer all questions as thoroughly and accurately as possible.

Section II: Request for General Information from Broker-Dealer Candidate

1. Firm Name:
2. Regional Address:
3. Headquarters Address:
4. Telephone Number - Local:
5. Telephone Number - Headquarters:
6. E-mail:
7. Primary Representative/Manager/Partner-in-charge:
   Name:
   Title:
   CRD No.:
   Telephone No.:
   E-mail:

8. Contact personnel - Identify all personnel who will be trading with or quoting securities to the City. (Provide as an attachment if more space required.)

Name:
Title:
CRD No.:
Telephone No.:
E-mail:

Name:
Title:
CRD No.:
Telephone No.:
E-mail:

Name:
Title:
CRD No.:
Telephone No.:
E-mail:

Provide background information concerning the representatives listed in No. 8 above. Include information on the individual's employment history as it relates to the securities industry, current licenses/certificates/registrations, the history and details of any disciplinary actions or complaints and the disposition of each as well as the history of any arbitration or litigation, the nature of the case and status or disposition.

9. Please provide the following information regarding at least four comparable clients with whom any of the representatives listed in No. 8 has an established relationship. We would prefer public sector clients in our geographical area, if possible.

Client Name:
Address:
Person to Contact:
Telephone No.:
Length of Relationship:

Client Name:
Address:
Person to Contact:
Telephone No.:
Length of Relationship:

Client Name:
Address:
Person to Contact:
Telephone No.:
Length of Relationship:

Client Name:
Address:
Person to Contact:
Telephone No.:
Length of Relationship:

10. Has/have the representative(s) listed in No. 8 above been authorized by the firm to be account representative(s) for the City?

☐ Yes ☐ No

If yes, by whom?

11. List the name of the immediate supervisor of the account representative(s) named in your response to No. 8 above.

Name:
Title:
Telephone No.:

12. Briefly describe any formal program of supervision of the representative named in No. 8 if your firm has established such a program.

13. Is your firm a member of FINRA?

☐ Yes (Provide a copy of the registration) ☐ No

If no, why not?

14. Place an "X" by each regulatory agency that your firm is examined by and/or subject to its rules and regulations.

☐ FDIC ☐ Federal Reserve System
☐ SEC ☐ Comptroller of the Currency
☐ Other (example: state regulatory agency):

Multistate firms note: It is not necessary to include regulatory agencies that do not have jurisdiction over your firm's activities in the California.

15. Have you obtained all required licenses to operate as a broker-dealer in the state of California?

☐ Yes (attach a copy of the registration/license) ☐ No

If **no**, why not?

16. Place an "X" in the space next to each of the instruments set forth below in which you make an active market (both buy and sell).

☐ T-Bills
☐ T Notes

☐ ~~Commercial Paper~~
☐ ~~CDs (specify):~~
☐ ~~Federal Agencies (specify):~~
☐ ~~GSEs (specify):~~
☐ ~~Tax-exempt Securities~~
☐ ~~Investment Grade Corporates~~
☐ ~~Money Market Funds~~
☐ ~~BA s (specify domestic or foreign):~~
☐ ~~Other~~

17. ~~Does your firm specialize in any of the above instruments?~~

☐ ~~Yes~~ ☐ ~~No~~

~~If so, please specify:~~

18. ~~What was your firm's total $ volume in U.S. Government and agency securities trading last year?~~

~~Regional Office?~~

19. ~~Are you a primary dealer in Federal Reserve Bank?~~

☐ ~~Yes~~ ☐ ~~No~~

~~If yes, for how long has the firm been a primary dealer?~~ ~~Years~~

20. ~~Are you a non-primary dealer qualified under U.S. Securities and Exchange Commission (SEC) Rule 15c3-1 (the Uniform New Capital Rule)?~~

☐ ~~Yes (Please provide proof)~~ ☐ ~~No~~

21. ~~Has your firm consistently complied with the Federal Reserve Bank's or the SEC's capital adequacy guidelines?~~

☐ ~~Yes~~ ☐ ~~No~~

~~As of this date, does your firm comply with this guidelines?~~

☐ ~~Yes~~ ☐ ~~No~~

~~Has your capital position ever fallen short?~~

☐ ~~Yes~~ ☐ ~~No~~

~~By what factor (1.5x, 2x, etc.) does your firm presently exceed the capital adequacy guidelines?~~

~~Include certified documentation of your capital adequacy as measured by the Federal Reserve standards.~~

22. ~~Do you participate in the SIPC insurance program?~~

☐ ~~Yes~~ ☐ ~~No~~

~~If **no**, please explain.~~

23. ~~How many and what percentage of your firm wide U.S. Government and agency securities transactions failed:~~

~~Last month?~~
~~Last year?~~

24. ~~Please provide the following financial information for your firm. If you are representing a parent corporation or a subsidiary of another corporation, furnish financial information of your corporate parent as well as of your subsidiary. (If available in digital form, this information can be e-mailed to finance@cityoflivermore.net. If hard copy, mail to Administrative Services Director, 1052 S Livermore Ave, Livermore, CA 94550.)~~

~~a. Most recent annual audited statements and Form 10-K filed with the SEC;~~
~~b. Most recent proxy statement; and~~
~~c. Any additional information necessary to provide a full disclosure of your financial condition.~~

25. ~~Describe the precautions taken by your firm to protect the interest of the public when dealing with government agencies as investors.~~

26. ~~Have any of your public sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instruments?~~

☐ ~~Yes~~ ☐ ~~No~~

~~If yes to the above question, please explain:~~

27. ~~Has a public sector client ever reported to your firm, its officers, or employees, orally or in writing, that your firm was responsible for investment losses?~~

☐ ~~Yes~~ ☐ ~~No~~

~~If yes to the above question, please explain:~~

28. Does your firm have any pending litigation with public sector clients, or have you been subject to any within the last five years?

☐ Yes ☐ No

If yes to the above question, please explain:

29. Is there outstanding litigation which would materially affect your financial stability?

30. Has your firm ever been subject to a regulatory, state, or federal agency investigation for alleged improper, fraudulent, disreputable, or unfair activities related to the sale of government securities or money market instruments?

☐ Yes ☐ No

Have any of your employees ever been so investigated?

☐ Yes ☐ No

If yes, please explain.

31. Do you provide any fixed income research and economic commentary?

☐ Yes (attach sample) ☐ No

Please include sample of research reports that your firm regularly provides to public sector clients.

32. What reports, transaction confirmations and paper trail will we receive? What monthly and annual report will be provided? Please attach samples.

33. What portfolio information do you prefer from your clients?

34. Enclose a complete schedule of fees and charges for various transactions.

35. Please attach a statement describing your firm's normal custody and delivery process? Who audits

these fiduciary systems?

36. If you are not a bank, please provide the following information regarding your principal banking relationship (Bank Name, Address, Contact, Telephone No., Wire Transfer instructions). All transactions will be delivery versus payment. Attach separate sheet, if necessary.

37. Describe the capital line and trading limits that support/limit the office that would conduct business with the City.

38. What is your attitude towards the customer? Describe your coverage style in relation to your clients.

39. What sort of technical market perspective do you propose to bring to a relationship with the City?

40. What training would you provide to our employees and investment officers?

41. What, if any, particular "specialty" do you possess in relation to government security sales that can maximize investment income to the City?

42. Is there anything in your background in the government security business that makes you stand out above the rest? Why should the City of Livermore deal with you?

Section III: Certification

43. Please confirm that you and your representatives have read and understand the City of Livermore's Investment Policy and California Government Code Sections 53600 et seq. pertaining to the investment of public funds and agree to comply with both by signing below:

Primary Representative:

Signature: _____

Name:

Title:

Date:

Manager:

Signature: _____

Name:

Title:

Date:

44. Please return this form to:

Director of Administrative Services
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550-4899

Submitted by:

Signature: _____

Name:

Title:

Date:

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE CITY OF LIVERMORE'S INVESTMENT POLICY AND DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER

On January 9, 2012, the City Council adopted Resolution No. 2012-004 determining that the person serving as the Administrative Services Director shall also serve as the City Treasurer and appointing the person holding the title of Administrative Services Director for the City of Livermore ("City") to serve as the City Treasurer.

Section 2.28.020 of the Livermore Municipal Code vests the Administrative Services Department with authority to deposit and invest funds of the City treasury in accordance with state law and the City's investment policy.

The State of California gives the City Council, in its capacity as legislative body of the City and its related entities, the ability to delegate the investment authority to the City Treasurer (acting in the capacities of City Treasurer and treasurer of the City's related entities) for a one-year period in accordance with Section 53607 of the California Government Code.

The delegation of investment authority and responsibility from the City Council to the Administrative Services Director and City Treasurer will allow the Administrative Services Department to continue the prudent investment of the City's pooled treasury funds and the effective and efficient support of the City's efforts to meet its cash flow needs.

On June 26, 2023, the Administrative Services Director prepared and submitted to the City Council for its review, an updated City of Livermore Investment Policy, which incorporates changes conforming its language to existing statutory requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the City of Livermore Investment Policy, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore, pursuant to California Government Code Section 53607, that it hereby delegates to the City Treasurer for a period of twelve (12) months, the authority to invest the City's pooled treasury funds in accordance with the Investment Policy.

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

RESOLUTION NO. _____

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Investment Policy

LIVERMORE
CALIFORNIA

INVESTMENT POLICY

Adopted: June 26, 2023

Prepared By:

Administrative Services Department

TABLE OF CONTENTS

		Page
Section I	Policy Introduction	1
Section II	Scope	1
Section III	Prudence	1
Section IV	Investment Objectives	2
Section V	Authority to Invest Monies	2
Section VI	Ethics and Conflicts of Interest	2
Section VII	Authorized Financial Dealers & Institutions	3
Section VIII	Authorized and Suitable Investments	3
Section IX	Collateralization	8
Section X	Safekeeping and Custody	8
Section XI	Maximum Maturities	8
Section XII	Internal Control	8
Section XIII	Reports of Investment Activities	9
Section XIV	Adoption	9
Appendix A	Glossary of Investment Terms	10

I. POLICY INTRODUCTION

Monies not required for immediate expenditure by the City of Livermore shall be invested in compliance with governing provisions of law and this policy. The City will maintain adequate cash availability and strive for a yield on invested idle funds which is commensurate with the objectives of safety of principal and liquidity.

II. SCOPE

This investment policy applies to all financial assets under direct control of the City of Livermore. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR) and include the General Fund, Special Revenue Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, certain Trust and Agency Funds, and other funds that may be created from time to time. The City holds no pension trust funds for which it is accountable.

This policy does not apply to investment activities of moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or certificates of participation. Such funds are invested in accordance with the statutory provisions governing the issuance, or if there are no specific statutory provisions in accordance with the ordinance, resolution, indenture, or agreement of the City providing for the issuance. These funds are identified in the Balance Sheet/Statement of Net Position and in the notes to the Financial Statements of the City’s Annual Comprehensive Financial Report as “Cash and Investments with Trustee”.

III. PRUDENCE

The City adheres to the guidance provided by the "prudent investor standard," which obligates a trustee acting as a fiduciary to ensure that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Exercise of prudence considers the probable safety of capital as well as the probable income to be derived.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Livermore's investment activities shall be:

- **Safety** of principal is the primary objective of the investment program. Investments of the City of Livermore shall be undertaken in a manner that seeks to ensure that capital losses are avoided, whether they be from credit risk or market risk. To attain this objective, the portfolio will be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions.

- **Liquidity** of the portfolio guarantees the City's ability to meet all operating requirements which might reasonably be anticipated.

- **Return on Investment.** The City of Livermore's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

V. AUTHORITY TO INVEST MONIES

Pursuant to Chapter 2.28 of the Livermore Municipal Code, the Director of Administrative Services is authorized to assume and perform all municipal functions relating to investments of the City subject to the annual delegation of investment authority from the City Council to the City Treasurer pursuant to Government Code section 53607. The Director of Administrative Services serves as the City Treasurer pursuant to the City of Livermore Resolution No. 2022-062.

The Director of Administrative Services shall establish written procedures for the operation of the investment program consistent with this policy. The City Treasurer/Director of Administrative Services may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Administrative Services.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials shall disclose any material financial interests in financial institutions that conduct business within the City and they shall further disclose any material personal financial or investment positions that could be related to the performance of the City's portfolio. All persons authorized to place or approve investments shall report annually on Form 700 of the California Fair Political Practices Commission all required economic interests for that year.

VII. AUTHORIZED FINANCIAL DEALERS & INSTITUTIONS

In order to provide for the optimum yield in the investment of the City funds, the City's investment procedures shall be designed to encourage competitive bidding on transactions from approved financial dealers and institutions. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City, or the City's designated investment adviser.

Only authorized financial dealers and institutions defined under California Government Code Section 53601.5 shall be allowed to conduct business with the City. Authorized financial dealers and institutions defined under California Government Code Section 53601.5 shall be defined as one of the following:

(i) Direct issuers of securities, or
(ii) An institution licensed by the State of California as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or
(iii) A member of a federally regulated securities exchange, or
(iv) A national or state-chartered bank, a savings association or federal association, or
(v) A brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

No public deposit shall be made except in a qualified public depository as established by state laws. SEC Registered Investment Advisers, authorized to provide investment services to the City, shall utilize broker-dealers who are duly licensed and authorized to provide investment services in the State of California.

The firms and individuals, providing investment services to the City, must be knowledgeable and experienced in public agency investing, institutional trading practices and the California Government Code as related to investments. In addition, anyone providing financial services to the City must adhere to the investment policies of the City of Livermore as adopted by the City Council. The broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City.

Any party directly executing investment transactions on behalf of the City shall sign a copy of this investment policy acknowledging comprehension and receipt.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

The City shall be governed by Government Code § 53600 et seq. The City's investment portfolio may include the instruments listed below, subject to the specific provisions of the Government Code, with any more restrictive credit rating minimums mentioned below.

1. **U.S. Treasury obligations** for which the full faith and credit of the United States are pledged for the payment of principal and interest. Up to 100 percent of the City's investment portfolio may be invested in government obligations.

2. **Federal agency or United States government-sponsored enterprise obligations**, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored

enterprises. This shall include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. There is no limit to that amount of the City's portfolio that may be invested in Federal Agency or GSE securities.

3. **State of California and Local Agency Obligations.** (1) Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency with a final maturity not exceeding five years from the date of trade settlement; (2) Obligations of the City of Livermore and the Successor Agency to the former Redevelopment Agency of the City of Livermore, including tax allocation bonds; and (3) Special Assessment District Improvement Bonds issued by the City of Livermore related to special assessment districts. Such obligations must be rated at least "A-1", or the equivalent, short-term; or "A" or the equivalent, long-term by a NRSRO at the time of trade settlement. Unrated securities are acceptable if the underlying issuer meets the "A" credit rating criteria. Up to 100 percent of the City's investment portfolio may be invested in California municipal obligations.

4. **Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of these states. Such obligations must have a final maturity not exceeding five years from the date of trade settlement, and rated at least "A-1", or the equivalent, short-term; or "A", or the equivalent, long-term by a NRSRO at the time of trade settlement. Unrated securities are acceptable if the underlying issuer meets the "A" credit rating criteria.

5. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a final maturity not exceeding five years from the trade settlement, and eligible for purchase and sale within the United States. Supranationals shall be rated at least "AA" or the equivalent by a NRSRO at the time of purchase. The aggregate investment in supranationals shall not exceed 30% of the City's total portfolio.

6. **Repurchase Agreements and Reverse Repurchase Agreements** used solely as short-term investments not to exceed 30 days. Up to 20 percent of the City's investment portfolio may be invested in repurchase and reverse purchase agreements.

    A. Repurchase agreements will be entered into subject to a Master Repurchase Agreement between the dealer and the City. The term of the agreement may not exceed one year. In addition, the market value of the securities that underlay a repurchase agreement must be valued at 102 percent or greater of the funds borrowed against those securities at the time of purchase and the value must be adjusted not less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102 percent no later than the next business day.

B. Reverse repurchase agreement**s** or securities lending agreements may be utilized only when all of the following conditions are met:

a. The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the City for a minimum of 30 days prior to sale.
b. The total of all reverse repurchase agreements and securities lending agreement on investments owned by the City does not exceed 20 percent of the base value of the portfolio.
c. The term does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and final maturity date of the same security.
d. Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

7. **Bankers' Acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the City's investment portfolio. However, no more than thirty percent of the agency's money may be invested in bankers' acceptance of any one commercial bank.

8. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

A. The entity meets the following criteria: (a) Is organized and operating in the United States as a general corporation; (b) Has total assets in excess of five hundred million dollars ($500,000,000); (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

B. The entity meets the following criteria: (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) Has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond; (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Purchases of eligible commercial paper may not exceed 270 days maturity nor exceed 25 percent of the City's surplus funds. In addition, no more than 10 percent of the City's total portfolio may be invested in any one issuer of commercial paper.

9. **Medium-term corporate notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service. Further restrictions are a maximum term of five years to maturity and total investments in Medium Term Corporate Notes may not exceed 30 percent of the City's surplus money.

10. **Insured/Collateralized Savings accounts**. Deposits in FDIC insured financial institutions located in California including, but not limited to, demand deposit accounts, savings accounts, market rate accounts, negotiable order of withdrawal accounts, and non-negotiable certificates of deposits are required to be collateralized as specified under Government Code. Collateral may be waived for any portion that is covered by federal deposit insurance. The amount on deposit shall not exceed the shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution. In addition, the financial institution must have received a minimum overall satisfactory rating for meeting the needs of California Communities in its most recent evaluation under the Community Reinvestment Act.

11. **FDIC insured or fully collateralized time certificates of deposit.** Purchases of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30 percent of the City's investment portfolio. For deposits exceeding $250,000 the City require that financial institution collateralize at 110%.

12. **Negotiable certificates of deposit or deposit notes** issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state or federal credit union or by a state-licensed branch of a foreign bank.

    The City Council and the treasurer or other official of the City having legal custody of the money are prohibited from investing the City's funds, or funds in the custody of the City, in negotiable certificates of deposit issued by a state or federal credit union if a member of the City Council of the City of Livermore or any person with investment decision making authority in the City Manager's office, or administrative service department, or the City's treasurer's office also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposits.

    Purchase of time certificates of deposit in combination with negotiable certificates of deposit may not exceed 30 percent of the City's investment portfolio.

13. **State of California's Local Agency Investment Fund (LAIF).** Investment in LAIF may not exceed the legally authorized limits.

14. **Other JPA Investments (Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7.** These investments are similar to LAIF above in they are short-term liquidity investments.

15. **Mutual Funds (Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.))**. The Mutual Fund must be restricted by its bylaws to the same investments as the local agency by the Government Code. These investments are Treasury issues, Federal Agency issues, State of California and City (within California) debt obligations, Bankers Acceptances, Commercial Paper, Certificates of Deposit, Negotiable Certificates of Deposit, Repurchase Agreements, Reverse Repurchase Agreements, Financial Futures and Financial Options and Medium Term Corporate Notes. The quality rating and percentage restrictions in each investment category applicable to the local agency also apply to the Mutual Fund. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment pursuant to this subdivision these companies shall either: (A) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (B) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of $500,000,000.

    A further restriction is that the purchase price of shares of the mutual funds shall not include any sales commission. Investments in mutual funds shall not exceed 20 percent of the local agency's surplus money. In addition, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one Mutual fund.

If the Government Code is amended to allow additional investments or is changed regarding the limits on certain categories, the City is authorized to conform to the changes in the revised Code, provided that the changes are not specifically prohibited by the City's policy. These changes will presented in the annual review of the policy and will be incorporated into the policy at that time.

IX. COLLATERALIZATION

California Government Code Sections 53651 through 53667 requires depositories to post certain types and levels of collateral for public funds above the Federal Deposit Insurance Corporation (FDIC) insurance amounts. The collateral requirements apply to bank deposits, both active (checking and savings accounts) and inactive (non-negotiable time certificates of deposit).

Collateralization will also be required on two other types of investments: certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest for government securities, or 150% for first trust deeds. Collateral will be held by the independent third-party custodian selected by the City. The right of collateral substitution is granted.

X. SAFEKEEPING AND CUSTODY

Securities transactions, including collateral for repurchase agreements, shall be executed on a delivery vs. payment (DVP) basis. Funds are not wire-transferred until securities are delivered into safekeeping with the City's third-party custodian. The custodial relationship is subject to an agreement for services which may be separate from the agreement for other banking services. The safekeeping requirement does not apply to L.A.I.F., purchase of mutual funds or securities which are physically delivered to the City.

XI. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. No investment, except the bonds issued by the City of Livermore or by the Successor Agency to the former Redevelopment Agency of the City of Livermore, shall be made in any security, which has a term remaining to maturity in excess of five years at the time of the investment. Investments in the bonds issued by the Successor Agency to the former Redevelopment Agency of the City of Livermore or by the City of Livermore including Special Assessment District Improvement Bonds may have maturities exceeding five years for which no further City Council approval is required. The City Council may grant express authority to exceed this term for all other individual investments.

XII. INTERNAL CONTROL

The Director of Administrative Services shall establish a system of internal controls. These controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

XIII. REPORTS OF INVESTMENT ACTIVITIES

The Director of Administrative Services will make a monthly report to the City Council on the status of the City's Investment portfolio. These reports shall include information as to the type of investment, the amount of money invested with various institutions, market value for securities with a maturity of more than 12 months, purchase and maturity dates, rate of interest, and statement of portfolio liquidity.

XIV. ADOPTION

The investment policy shall be adopted by resolution of the City Council of the City of Livermore. The policy shall be reviewed on an annual basis by the Director of Administrative Services to ensure its consistency with the overall investment objectives and relevance to current law, financial and economic trends, and cash flows needs of the City. Any modifications to the policy shall be approved by the City Council.

APPENDIX A – GLOSSARY OF INVESTMENT TERMS

ACTIVE DEPOSITS Demand or checking accounts which receive revenues and pay disbursements.

AGENCIES/FEDERAL AGENCY OBLIGATIONS Securities issued by U.S. Government agencies or quasi-government agencies in order to supply credit to various classes of institutions or individuals. These issues are guaranteed directly or indirectly by the United States Government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular Treasury issues and have many of the same advantages. Examples are:

- **Federal Farm Credit Bank (FFCB)** are notes and bonds used to finance the short and intermediate needs of farmers. They are issued monthly with three- and six-month maturities. The FFCB issues larger issues (one to ten years) on a periodic basis. Interest is calculated on a 360-day, 30-day month basis.

- **Federal Home Loan Bank (FHLB)** notes and bonds are issued by the FHLB to help finance the housing industry. These securities provide liquidity and mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage-lending institutions. They are issued irregularly for various maturities. The minimum denomination is $5,000. The notes are issued with maturities of less than one year and interest is paid at maturity. The bonds are issued with various maturities and carry semi-annual coupons. Interest is calculated on a 360-day, 30-day month basis.

- **Federal National Mortgage Association (FNMA)** Fannie Maes are used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration. They are issued about four times a year for maturities ranging from a few months to eight years. They are issued in minimum denominations of $10,000. They carry semi-annual coupons. Interest is computed on a 360-day, 30-day month basis.

- **Federal Home Loan Mortgage Corporation (FHLMC)** Freddie Mac is a publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market.

- **Government National Mortgage Association (GNMA)** Ginnie Mae is a government owned corporation and an agency of the U.S. Department of Housing and Urban Development. GNMA guarantees, with the full faith and credit of the U.S. Government, full and timely payment of all monthly principal and interest payments on the mortgage-backed pass-through securities of registered holders. The securities, which are issued by private firms such as mortgage bankers and savings institutions, and which are typically marketed through security broker/dealers, represent pools of residential mortgages.

ASKED The price at which securities are offered.

BANKERS ACCEPTANCES short term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at maturity. An acceptance is high grade negotiable instrument. Acceptances are purchased in various denominations for 30 to 180 days. The interest is calculated on a 360 day discount basis similar to Treasury Bills.

BID The price offered for securities.

BONDS ISSUED BY THE LOCAL AGENCY Include both taxable and tax-exempt bonds issued by the City or another municipality or local agency. A possible application for purchasing tax-exempt bonds would be to qualify for an exception from rebate requirements under the Tax Reform Act of 1986.

BOOK VALUE The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium and sometimes plus accretion of discount.

BROKER A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

COLLATERAL Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER A short term unsecured promissory note issued by a corporation to raise working capital. These negotiable instruments may be purchased at a discount to par value or interest bearing. Commercial paper is issued by corporations such as Ford Motor Credit Corporation, Amex, General Electric, Bank of America, Wells Fargo Bank, etc. Local agencies are permitted by state law to invest in commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by a nationally-recognized credit rating agency.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) is the audited annual financial report of the City prepared in conformity with GAAP. It has five sections, Introductory, Basic Financial Statements, Notes to Financial Statements, Supplemental Information, and Statistical Section. Basic Financial Statements includes government wide financial statements and fund financial statements for governmental and proprietary funds.

COUPON (1) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (2) A certificate attached to a bond evidencing interest due.

DEALER A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURES Bonds secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP) Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES Financial products that are dependent for their value on, or derived from, an underlying financial instrument (such as stocks, bonds or foreign currencies), a commodity, or an index representing values of groups of such instruments or assets. Examples are interest rate swaps, futures, options, and forwards. Participants in derivatives markets include dealers and end users (including financial institutions, commercial firms, mutual funds, pension funds, state and local governments) and entities that use derivatives to hedge financial risks or to speculate. As of January, 1996 California state law prohibits investment in inverse floaters, range notes, interest only strips, or securities resulting in zero interest accrual. Local agencies currently holding any of these securities may retain them until maturity.

DISCOUNT The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE The discount rate is the interest rate charged to depository institutions when they borrow from their district Federal Reserve banks. The discount rate is typically lower than the federal funds rate. Any change in the discount rate requires a majority vote of the seven Fed governors and must be based on a request from one or more of the Fed's twelve regional reserve banks.

DIVERSIFICATION Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) A federal agency that insures bank deposits up to $250,000 per depositor.

FEDERAL FUNDS (1) Non-interest bearing deposits held by member banks at the Federal Reserve. (2) Used to denote "immediately available" funds in the clearing sense.

FEDERAL FUNDS RATE The rate of interest at which Fed funds are traded. The federal funds rate is the rate charged on overnight loans between banks. This rate is currently pegged by

the Federal Reserve through open market operations. For instance, if the FOMC decides to raise the federal funds rate, it directs the Federal Reserve Bank of New York to sell government securities on the Fed's behalf. Changes in the federal funds rate may be done without changing the discount rate.

FEDERAL OPEN MARKET COMMITTEE (FOMC) Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee normally meets eight times per year to set Fed guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM The central bank of the U.S. created by Congress consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members. California is in District 12 which encompasses the nine western states.

FINANCIAL FUTURES AND FINANCIAL OPTIONS Are forward contracts for securities and is a type of derivative. The government code states that a local agency may incur future contracts/options in any of the investment securities enumerated in §53601, a-m.

GUARANTEED INVESTMENT CONTRACTS (GICs) An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

FISCAL POLICY Congressional manner of managing taxes and public spending through budget actions, with the goal of full employment and economic growth. Contrasts with monetary policy through the Fed, used to regulate the economy.

INACTIVE DEPOSITS Certificates of deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

INTEREST-BEARING ACTIVE DEPOSITS Money market accounts at a financial institution (i.e., bank, savings and loan, credit union). These accounts are demand accounts (i.e., checking accounts) with restricted transaction activity.

LOCAL AGENCY INVESTMENT FUND (L.A.I.F.) is a special fund in the State Treasury created pursuant to Government Code § 16429.1 which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum of $65 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty four hours and no interest is lost. All interest is distributed to participating agencies on a proportionate share determined by the amounts deposited and the length of time they are

deposited. Interest is credited quarterly.

LIQUIDITY A liquid asset is one that can be converted easily into cash without substantial loss of value. In the money market, a security is liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE The price at which a security is trading and could be purchased or sold.

MATURITY The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM CORPORATE NOTES Unsecured promissory notes issued by a corporation organized and operating in the United States. These are negotiable instruments and are traded in the secondary market. Medium Term Corporate Notes can be defined as extended maturity commercial paper. Corporations use these notes to raise capital. Examples of issuers are General Electric Credit Corporation, Exxon, Chevron etc.

MONETARY POLICY The way in which the money supply is managed by the Federal Reserve Board. The Fed manipulates the money supply either through open market transactions, member bank reserve requirements, or through changing the discount rate.

MONEY MARKET The market in which short-term debt instruments are issued and traded.

MUTUAL FUNDS are referred to in Government Code § 53601(j) as "shares of beneficial interest issued by diversified management companies". The Mutual Fund must be restricted by its bylaws to the same investments as the local agency by the Government Code. These investments are Treasury issues, Federal Agency issues, State of California and City (within California) debt obligations, Bankers Acceptances, Commercial Paper, Certificates of Deposit, Negotiable Certificates of Deposit, Repurchase Agreements, Reverse Repurchase Agreements, Financial Futures and Financial Options and Medium Term Corporate Notes. The quality rating and percentage restrictions in each investment category applicable to the local agency also apply to the Mutual Fund.

NEGOTIABLE CERTIFICATES OF DEPOSIT are unsecured obligations of the financial institution. Securities are generally issued in bearer form and pay interest at maturity. Although negotiable, a strong secondary market exists only in the NCD's issued by the largest United States banks. These securities generally trade with minimum amounts of $1 million per trade with the average trade in the secondary market of $5 million.

NON-NEGOTIABLE CERTIFICATES OF DEPOSIT are investments for inactive funds issued by banks, savings and loans and credit unions. Investments of $250,000 are insured by Federal Deposit Insurance Corporation (FDIC). Certificates of Deposit can be issued from 14 days to several years in maturity.

OPEN MARKET OPERATIONS Open market operations are the Fed's most important and most flexible monetary policy tool. Purchases of government and certain other securities inject reserves into the bank system and stimulate growth of money and credit; sales of securities have a tightening effect.

PASSBOOK SAVING ACCOUNTS Similar to inactive deposits except they are not for a fixed term. The interest rate is typically lower than for CDs.

PORTFOLIO Collection of securities held by an investor.

PREMIUM (1) The amount by which the trading price of an issue exceeds the issue's par value. (2) The amount that must be paid in excess of pay to call or refund an issue before maturity. (3) In money markets, the fact that a particular bank's CDs trade at a rate higher than others of its class, or that a bank has to pay up to acquire funds.

PRIMARY DEALER A group of government securities dealers that submit daily reports of market activity and positions to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include SEC registered securities broker-dealers, banks, and a few unregulated firms.

PRIME RATE The rate at which banks lend to their best or prime customers. The all-in cost of a bank loan to a prime credit equals the prime rate plus the cost of holding compensating balances.

QUALIFIED PUBLIC DEPOSITORIES A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of the State of California, which has segregated for the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENTS Short term investment transactions. Banks buy temporarily idle funds from a customer by selling him U.S. Government or other securities with a contractual agreement to repurchase the same securities on a future date. Repurchase agreements are typically for one to ten days in maturity. The customer receives interest from the bank. The interest rate reflects both the prevailing demand for Federal Funds and the maturity of the repo.

REVERSE REPURCHASE AGREEMENTS Are mirror image of a repurchase agreement. In exchange for using the local agency's securities as collateral, a dealer makes cash available to purchase additional securities at a higher rate. Such arbitrage book can generate incremental income by profiting from the difference in interest rates.

RISK Degree of uncertainty of return on an asset.

SAFEKEEPING A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1 See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION (SEC) Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE The date on which a trade is cleared by delivery of securities against funds. The settlement date may be the trade date or a later date.

SHARES OF BENEFICIAL INTEREST are issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. See also Mutual Funds.

YIELD The rate of annual income return on an investment, expressed as a percentage. (1) Income yield is obtained by dividing the current dollar income by the current market price for the security. (2) Yield to maturity or net yield is the current income yield minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15:1; also called net capital rule and net capital ratio.

U.S. TREASURY ISSUES are direct obligations of the United States Government. These issues are as follows:

- **Treasury Bills** are issued weekly with maturity dates from 13 weeks up to one year. They are issued and traded on a discount basis and are also known as discount securities. Interest is computed on a 360-day basis, actual number of days. They are issued in amounts of $10,000 and up in multiples of $5,000 and are a highly liquid security.

- **Treasury Notes** are initially issued with 2 to 10 year maturities. They are actively traded in the secondary market and are very liquid. The Treasury may issue notes with a minimum of $1,000, however, $5,000 is more common.
- **Treasury Bonds** are long-term securities having initial maturities of more than 10 years.

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for Fiscal Year 2023-24.

RECOMMENDED ACTION

Staff recommends the City Council conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for Fiscal Year 2023-24. Upon closure of the public hearing, staff recommends the City Council adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for Fiscal Year 2023-24.

SUMMARY

Staff reviews the maintenance costs and revenues for the City's 92 Landscape Maintenance Districts (Districts) annually and prepares a Consolidated Engineer's Report containing recommended assessment levels. This report was previously approved by the City Council at its meeting on May 22, 2023.

In order to levy and collect annual assessment for the Districts under the Landscaping and Lighting Act of 1972 (Act), the City of Livermore (City) must follow certain legal procedures. There are three steps to the process. First, the City Council directed staff to prepare and file the Consolidated Engineer's Report at its meeting on April 10, 2023. Second, the City Council then passed a resolution of intention to levy assessments for Fiscal Year 2023-24 and preliminarily approved the Consolidated Engineer's Report at its meeting on May 22, 2023. The City Council set June 26, 2023, as the public hearing date for this matter. After conducting this public hearing, the City Council may then consider the confirmation of the levy of annual assessments. If confirmed, City Council then directs staff to file the assessments with the County Auditor.

DISCUSSION

The City has adopted the Districts listed below. Under the Act, the City Council must follow certain procedures to levy annual assessments with the Districts. The City Council took initial action for Fiscal

Year 2023-24 on April 10, 2023 by adopting Resolution No. 2023-054. Then on May 22, 2023, City Council took further action for Fiscal Year 2023-24 by preliminarily approving the Consolidated Engineer's Report, declaring intent to levy and collect assessments with the Districts in Fiscal Year 2023-24, and establishing a public hearing date of June 26, 2023 by adopting Resolution No. 2023-085.

A Consolidated Engineer's Report (see Exhibit C) has been prepared for the Districts for Fiscal Year 2023-24 in accordance with the requirements of the Act. 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 2023-24.

Fiscal Year 2023-24 Assessments

The Act permits the City to levy property assessments to maintain landscaping and lighting improvements within each District boundary. Since 1989, the City has required all new development with publicly owned landscaping to be within a District. There are currently 92 Districts within the City. Maximum assessment levels (including how annual adjustments are calculated) are defined by the provisions of each District or where no specific provisions exist, by the requirements of Proposition 218.

Of the 92 Districts, 58 operate under the Enduring Cap Policy including the Downtown Landscape Maintenance District (DTLMD), 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 assessment levels 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 5.30%.

District Policy	Allowable Adjustment	Proposed Adjustment
Enduring Cap	CPI-U+1%	6.30%
Maximum Cap	CPI-U	5.30%
Pre-Prop 218	CPI-U	5.30%

Staff has developed cost estimates that include revenue and expenditure budgets for all Districts based on the anticipated maintenance needs for Fiscal Year 2023-24. District assessments have been proposed based on sustainability (revenues meeting expenses) and avoidance of volatile assessment adjustments, as well as asset replacement needs. Exhibit A to the resolution shows the comparison of proposed Fiscal Year 2023-24 assessments with existing Fiscal Year 2022-23 assessments for all districts except the DTLMD. Exhibit B to the resolution compares existing and proposed assessments for the DTLMD. The proposed assessment rates to be levied for all Districts are all equal to or less than each District's Fiscal Year 2023-24 maximum assessment rates.

Downtown Landscape Maintenance District, LL-859

Assessments for the DTLMD were originally based on estimated maintenance costs and the anticipated timing of any downtown improvements and related development. 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 any new improvements. No new maintenance improvements are proposed for Fiscal Year 2023-24. The proposed assessment rates to be levied are all equal to or less than each District's Fiscal Year 2023-24 maximum assessment rates.

FISCAL AND ADMINISTRATIVE IMPACTS

Property owners within each District pay assessments to cover the cost of landscape maintenance, utilities, operation and maintenance of equipment. Maintenance operations are performed by City staff and supplemented by private contractors under the direction of City staff.

The aggregate projected maintenance cost for all Districts except the DTLMD for Fiscal Year 2023-24 are estimated at approximately $3.3 million. Projected revenue for all Districts except the DTLMD is estimated at approximately $3.4 million. Any funds collected in excess of expenditures remain in each District’s respective account for future needs such as asset replacement or periodic maintenance operations.

The DTLMD has projected maintenance costs of approximately $860,400 in Fiscal Year 2023-24. Projected revenue for the DTLMD is approximately $472,500. The total cost for maintaining the improvements in the DTLMD includes a general benefit to the public of approximately $166,400 which the City pays directly. Additionally, the City’s General Fund will also make a supplemental contribution of approximately $221,500 because entitlements for certain properties have expired and the maximum allowable assessments proposed to be levied against the parcels benefitting from the various improvements are not sufficient to cover the projected costs. The City's Fiscal Year 2023-24 budget includes funding for these assessments.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop and maintain the City’s infrastructure, facilities, and property

ATTACHMENTS

1. LMD Assessment Presentation
2. Resolution
3. Exhibit A - Proposed Assessments for Districts for FY 2023-24
4. Exhibit B - Proposed Assessments for Maintenance District LL-859 for FY 2023-24
5. Exhibit - C FY 2324 Consolidated Engineer's Report

Prepared by: Marisa Gan
Management Analyst II

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director





LMD Assessments for FY 2023-24



June 26, 2023

Presented by Marisa Gan, Management Analyst II

LIVERMORE CALIFORNIA

1

Levy Assessment for Landscape Maintenance Districts for FY 2023/24

- City has 92 Landscape Maintenance Districts organized under the Landscaping and Lighting Act of 1972
- Property owners within each District pay assessments to cover the cost of:
  - Landscape maintenance
  - Utilities
  - Operation and maintenance of equipment
- Maintenance operations are performed by City staff and supplemented by private contractors under the direction of City staff

LIVERMORE CALIFORNIA

2

Levy Assessment for Landscape Maintenance Districts for FY 2023/24

•Staff reviews costs, maintenance level, and long-term financial stability of each district

•The proposed assessment rates to be levied for all Districts are all equal to or less than each District's Fiscal Year 2023-24 maximum assessment rates.

District Policy	Allowable Adjustment	Proposed Adjustment
Enduring Cap	CPI-U+1%	6.30%
Maximum Cap	CPI-U	5.30%
Pre-Prop 218	CPI-U	5.30%

LIVERMORE CALIFORNIA

3

Questions

LIVERMORE CALIFORNIA

4

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION CONFIRMING THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICTS FOR FISCAL YEAR 2023-2024 AND DIRECTING ACTIONS WITH RESPECT THERETO

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

The City Council desires to continue levying special assessments for the 92 Landscape Maintenance Districts in the City of Livermore identified in the heading for this resolution (Districts). Therefore, the City Council commenced proceedings pursuant to the Lighting and Landscaping Act of 1972, Part 2, commencing with California Streets and Highways Code section 22500 (the Act), and California Constitution Article XIII:D to impose the assessments.

On May 22, 2023, the Engineer’s Report prepared by the City Engineer, and on file with the City Clerk, was considered by the City Council and approved by Resolution No. 2023-085 after the City Council found it to be sufficient.

The City Council appointed the time and place for the public hearing as Monday, June 26, 2023, at 7:00 p.m. at the City Council's regular meeting place, to take the testimony and hear any protests. Notices of the hearing were published as required by law. The City Council held and closed the public hearing.

All persons wanting to be heard were provided the opportunity. All matters pertaining to the acquisitions and improvements were heard and considered by the City Council and any protests, both written and oral, were duly heard and considered.

NOW, THEREFORE, the City Council of the City of Livermore finds and resolves as follows:

1. **ANNUAL LEVY.** All protests against the annual levy of assessments for the Districts, or against the engineer's estimate of the costs and expenses, or against the assessment diagrams or the assessment to pay for the costs and expenses thereof, are hereby overruled.

2. **PUBLIC INTEREST.** The public interest, convenience, and necessity require the levy of annual assessments for the Districts.

3. **DISTRICTS DESCRIBED.** The Districts specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagrams filed in the Office of the City Clerk, which maps are made a part hereof and incorporated herein.

4. **ENGINEER'S REPORT.** On May 22, 2023, the City Council adopted Resolution No. 2023-085 approving the Engineer's Report, including the estimates of costs and expenses, the apportionment of assessments, and the assessment diagrams, for the Districts for Fiscal Year 2023-24.

5. **BENEFITS DETERMINED.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, but subject to Section 6, hereto, the City Council determines that:

a. Each of the several subdivisions of land in the Districts will be specially benefited by the maintenance activities and at least in the amount, if not more than the amount, of the assessment apportioned against the subdivisions of land, respectively; and

b. There is substantial evidence to support, and the weight of evidence preponderates in favor of the Council's finding and determination as to special benefits.

6. **ASSESSMENTS CONFIRMED AND LEVIED.** The City Council hereby orders that the assessments be levied for the purpose of providing the maintenance activities set forth in the Engineer's Report, as confirmed, and that the assessments to pay the costs and expenses of such maintenance activities as set forth in the Engineer's Report for Fiscal Year 2023-24 are confirmed and hereby levied. For further particulars pursuant to the provisions of the Act, reference is made to the Resolution of Intention and the Engineer's Report. The levied assessments are shown in the attached Exhibit A and Exhibit B, which are incorporated by this reference. A copy of the Engineer's Report is attached as Exhibit C and is also incorporated by this reference.

7. **RECORDING ORDERED.** The City Clerk shall cause copies of the assessment diagrams and the assessment roll, sufficient to collect the assessments upon

the tax roll, to be filed in the Office of the County Auditor of Alameda County, concurrently with the auditor's record for the applicable fiscal year.

8. **PROCEEDS AND COLLECTION.** The Administrative Services Director shall establish such funds, separate and distinct from other funds of the City of Livermore and designated by the names of the Districts, into which all sums received from the collections of the assessments shall be deposited. The funds may be invested in lawful investments for the City of Livermore that are consistent with the City of Livermore's applicable investment policies. The monies in such funds shall be applied to the maintenance activities and approved expenses of the Districts.

9. **EFFECTIVE DATE.** This resolution shall be effective upon the date of its adoption.

10. The City Manager is 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 on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A-Proposed Assessments for Districts for FY 2023-24
Exhibit B- Proposed Assessments for Maintenance District LL-859 for FY 2023-24
Exhibit C-Fiscal Year 2023-24 Consolidated Engineer’s Report

Proposed Assessments for Landscape Maintenance Districts
Fiscal Year 2023-2024
Districts with Enduring Caps

EXHIBIT A

District No.	District Name	Maximum Assessment FY 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
801	Mt. Day	622.40	585.50	622.40
802	Lomitas/Ryan	134.55	126.57	134.55
803	Ridgecrest	967.22	909.88	967.22
804	Sonterra	836.40	464.57	493.85
806	Saddleback	504.94	475.00	504.94
807	Altamar	580.36	416.68	442.94
808	Meadows	699.43	510.05	542.20
810	Contractor's Place T-7090	798.56	725.75	771.49
811	Altamont #2	676.21	578.08	614.51
814	Maralisa II	223.20	209.97	223.20
823	Dunsmuir	1,330.88	710.46	755.24
833	Creekside	371.64	277.98	295.50
845	Alden Lane Estates	1033.51	869.62	924.43
846	Rosegate	502.24	143.45	152.38
847	Creekside Villas	174.76	40.99	43.57
848	Scenic 7 Hills	1,355.28	1078.05	1145.99
849	Habitat for Humanity	671.03	324.31	344.75
851	L St. Traffic Calming	288.90	38.08	40.48
852	Vineyard Gate 2	3,292.28	1,422.92	1,512.60
854	Northbrook Homes-The Grove	1,777.83	1,179.10	1,253.41
855	Oaks Business Park	2,772.08	595.13	632.64
857	Shea Center	533.87	95.67	101.70
858	Arroyo Crossings	1,714.66	318.82	338.91
860	Orchid Place	4,603.07	1,685.89	1792.14
861	Kohls	2647.76	764.46	812.64
862	Magnolia Place	569.64	160.29	170.39
863	The Vines	663.95	354.89	377.26
1989-1	Autumn Valley	239.15	224.97	239.15
1989-2	Stratford	489.08	366.42	389.51
1989-4	Amber Ridge	527.10	495.85	527.10
1990-2	Monticello	540.83	508.77	540.83
1992-0	Portola Glen	1077.33	1012.13	1075.92
1992-1	Scenic Arroyo Estates	300.22	223.20	237.27
1994-1	Danbury	225.56	212.19	225.56
1994-2	Portola Meadows	305.17	247.23	262.81
1994-3	California Promenade I	429.34	352.80	375.03
1994-4	Windmill Springs	183.99	154.65	164.40
1994-6	California Nugget I	872.70	820.96	872.70
1994-7	Rincon Estates	77.98	62.97	66.94
1994-8	Hallmark Collection	170.77	142.61	151.60
1995-1	Orchard Business Park	237.99	216.29	229.92
1995-2	Sandhurst	264.69	177.07	188.23
1995-4	Airport Business # 1	2,234.80	919.00	976.92

Proposed Assessments for Landscape Maintenance Districts
Fiscal Year 2023-2024
Districts with Enduring Caps

EXHIBIT A

District No.	District Name	Maximum Assessment FY 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
1995-6	Alden Estates	640.28	602.32	640.28
1995-7	Scenic Links	278.67	137.30	145.95
1996-1	Portola Collection	491.31	346.80	368.66
1996-2	Altamont #1	886.09	318.17	338.22
1996-3	Beck - Concannon Blvd/Murdell Lane	725.84	682.81	725.84
1996-5	Sterling Reserve 1	378.49	306.61	325.93
1996-6	Sterling Reserve 2	371.62	349.59	371.62
1996-7	Devon Place T-6801	1,644.61	1252.62	1252.62
1996-8	Maralisa I	334.71	314.87	334.71
1996-9	California Ranch	152.75	143.69	152.75
1997-2	California Mountain View - 1	122.55	110.75	117.73
1997-3	California Mountain View - 2	109.42	89.56	95.20
1997-4	National Drive	109.82	70.66	75.11
1997-5	Dover	709.23	443.41	471.36

* See Section IV of this Report for information regarding the Downtown Landscape Maintenance District, LL-859

Proposed Assessments for Landscape Maintenance Districts
Fiscal Year 2023-2024
Districts with Max Caps

EXHIBIT A

District No.	District Name	Maximum Assessment FY 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
805	The Greens, Tournament	1,127.15	504.71	531.47
809	Capistrano	488.77	62.68	66.00
813	Vintage Collection	1,500.17	1,118.32	1,177.62
815	Bluffs	611.10	580.33	611.10
817	Lomitas/Evans	1,587.45	966.11	1017.34
818	Airport Business Park Site #2	2,379.63	1,665.92	1,754.25
819	Vintner Place	1,729.84	885.05	931.98
820	Arroyo Road/Lomitas Avenue	2,353.86	1,279.97	1,347.84
821	Shea Business Center	503.32	241.85	254.67
822	Prima	315.71	299.81	315.71
824	Vintner Estates	2,466.45	1,104.28	1,162.83
826	Park Lane	561.77	533.48	561.77
827	Kristopher Ranch	636.06	382.84	403.14
828	Scenic Meadows	276.83	108.42	114.17
829	Larry's Place	3,138.94	1,969.46	2,073.89
830	Vinsanto	551.98	254.04	267.51
831	Sevillano	1,094.61	1,039.49	1,094.61
832	California Nugget II	696.34	661.28	696.34
835	Ashford Renaissance	1,972.19	1,111.71	1,170.66
836	Legacy	3,713.82	1,557.45	1,640.03
837	Los Olivos	1,172.52	1,113.48	1,172.52
838	Ponderosa - Legacy	1,582.57	1,066.97	1,123.54
839	Reserves	283.38	269.11	283.38
840	Birchwood	495.94	192.26	202.45
841	Vineyard Gates I	1022.54	971.05	1022.54
842	Lennox	3,142.09	871.57	917.78
843	Parkside Tiffany Collection	2,249.24	2,067.61	2,177.24
844	Cornerstone	296.99	282.04	296.99
850	Arroyo Plaza II	1048.07	408.82	430.50
853	Ladera Estates	4,329.32	2,040.03	2,148.20

Proposed Assessments for Landscape Maintenance
Districts Fiscal Year 2022-23
Pre-Proposition 218 Districts

District Number	District Name	Maximum Assessment FY 2023-24 ($)	Current Assessment FY 2022-23 ($)	Proposed Assessment FY 2023-24 ($)
1990-1	Silver Oaks	359.47	341.37	359.47
1993-1	Tapestry	415.75	394.82	415.75
1993-2	Walmart	101.43	40.38	42.52
1995-3	Jack London Place	134.26	127.50	134.26

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0001-009-00	COM	A1	2	66.260	3,791	$3,100.70	$1,570.57	$166.21	$9.77	$4,847.25	$3,100.70	$1,570.57	$63.47	$0.00	$4,734.74	2226 1ST ST
097 -0001-010-00	COM	A1	2	17.740	1,998	$830.16	$827.75	$87.60	$5.15	$1,750.66	$830.16	$827.75	$33.45	$0.00	$1,691.36	2206 1ST ST
097 -0001-011-00	COM	A1	2	25.000	2,600	$1,169.90	$1,077.15	$113.99	$6.70	$2,367.74	$1,169.90	$1,077.15	$43.53	$0.00	$2,290.58	2200 1ST ST
097 -0001-012-00	COM	A1	2	25.860	2,500	$1,210.14	$1,035.73	$109.61	$6.44	$2,361.92	$1,210.14	$1,035.73	$41.85	$0.00	$2,287.72	2196 1ST ST
097 -0001-013-00	COM	A1	2	25.000	2,600	$1,169.90	$1,077.15	$113.99	$6.70	$2,367.74	$1,169.90	$1,077.15	$43.53	$0.00	$2,290.58	2190 1ST ST
097 -0001-014-00	COM	A1	2	60.000	8,120	$2,807.76	$3,364.03	$356.01	$20.92	$6,548.72	$2,807.76	$3,364.03	$135.94	$0.00	$6,307.72	2184 1ST ST
097 -0001-015-00	COM	A1	2	105.990	4,249	$4,959.91	$1,760.32	$186.29	$10.95	$6,917.47	$4,959.91	$1,760.32	$71.14	$0.00	$6,791.36	2136 1ST ST
097 -0001-016-00	COM	A1	2	23.300	1,918	$1,090.35	$794.61	$84.09	$4.94	$1,973.99	$1,090.35	$794.61	$32.11	$0.00	$1,917.06	2118 1ST ST
097 -0001-017-00	COM	A1	2	56.000	6,608	$2,620.58	$2,737.63	$289.72	$17.02	$5,664.95	$2,620.58	$2,737.63	$110.63	$0.00	$5,468.84	2112 1ST ST
097 -0001-018-00	COM	A1	2	27.000	1,300	$1,263.49	$538.58	$57.00	$3.35	$1,862.42	$1,263.49	$538.58	$21.76	$0.00	$1,823.82	2086 1ST ST
097 -0001-020-00	COM	A1	2	26.000	1,320	$1,216.70	$546.86	$57.87	$3.40	$1,824.83	$1,216.70	$546.86	$22.10	$0.00	$1,785.66	2080 1ST ST
097 -0001-022-02	VCOM	A1	2	20.500	0	$959.32	$0.00	$0.00	$0.00	$959.32	$959.32	$0.00	$0.00	$0.00	$959.32	2038 1ST ST
097 -0001-023-00	COM	A1	2	50.000	3,447	$2,339.80	$1,428.06	$151.13	$8.88	$3,927.87	$2,339.80	$1,428.06	$57.71	$0.00	$3,825.56	2032 1ST ST
097 -0001-024-01	COM	A1	2	100.000	1,620	$4,679.60	$671.15	$71.03	$4.17	$5,425.95	$4,679.60	$671.15	$27.12	$0.00	$5,377.86	2008 1ST ST
097 -0001-030-02	COM	A1	2	31.500	1,320	$1,474.07	$546.86	$57.87	$3.40	$2,082.20	$1,474.07	$546.86	$22.10	$0.00	$2,043.02	2044 1ST ST
097 -0001-033-00	COM	A1	2	0.000	21,976	$0.00	$9,104.44	$963.52	$56.61	$10,124.57	$0.00	$9,104.44	$367.92	$0.00	$9,472.36	43 S LIVERMORE AVE
097 -0001-034-00	COM	A1	2	24.000	2,556	$1,123.10	$1,058.93	$112.07	$6.58	$2,300.68	$1,123.10	$1,058.93	$42.79	$0.00	$2,224.82	2056 1ST ST
097 -0001-035-00	COM	A1	2	36.000	5,212	$1,684.66	$2,159.28	$228.51	$13.43	$4,085.88	$1,684.66	$2,159.28	$87.26	$0.00	$3,931.20	2062 1ST ST
097 -0004-001-02	COM	B1	2	175.000	11,700	$984.55	$1,455.34	$512.97	$30.14	$2,983.00	$50.29	$74.33	$195.88	$0.00	$320.50	1870 1ST ST
097 -0004-002-02	IND	B1	2	125.000	18,566	$703.25	$2,309.39	$814.01	$47.83	$3,874.48	$35.92	$117.95	$310.83	$0.00	$464.70	1814 1ST ST
097 -0005-001-10	COM	B1	2	85.000	7,200	$478.21	$895.59	$315.68	$18.55	$1,708.03	$24.42	$45.74	$120.54	$0.00	$190.70	1790 1ST ST
097 -0005-001-11	COM	B1	2	189.900	15,844	$1,068.38	$1,970.80	$694.66	$40.81	$3,774.65	$54.57	$100.66	$265.26	$0.00	$420.48	1764 1ST ST
097 -0005-001-12	COM	B1	2	25.500	13,058	$143.46	$1,624.26	$572.51	$33.64	$2,373.87	$7.33	$82.96	$218.62	$0.00	$308.90	1722 1ST ST
097 -0008-001-00	COM	B1	2	100.000	1,875	$562.60	$233.23	$82.21	$4.83	$882.87	$28.73	$11.91	$31.39	$0.00	$72.02	1593 1ST ST
097 -0008-002-00	COM	B1	2	0.000	1,087	$0.00	$135.21	$47.66	$2.80	$185.67	$0.00	$6.91	$18.20	$0.00	$25.10	1576 2ND ST
097 -0008-003-00	SFR	B1	2	0.000	832	$0.00	$103.49	$209.66	$12.32	$325.47	$0.00	$5.29	$80.06	$0.00	$85.34	1562 2ND ST
097 -0008-004-00	COM	B1	2	100.000	10,080	$562.60	$1,253.83	$441.95	$25.97	$2,284.35	$28.73	$64.04	$168.76	$0.00	$261.52	1548 2ND ST
097 -0008-005-00	COM	B1	2	100.000	2,001	$562.60	$248.90	$87.73	$5.15	$904.38	$28.73	$12.71	$33.50	$0.00	$74.94	1543 1ST ST
097 -0009-001-00	COM	B1	2	100.000	1,032	$562.60	$128.37	$45.25	$2.66	$738.88	$28.73	$6.56	$17.28	$0.00	$52.56	1679 1ST ST
097 -0009-003-05	MFR	B1	2	0.000	1,675	$0.00	$208.35	$422.09	$24.80	$655.24	$0.00	$10.64	$161.18	$0.00	$171.82	1624 2ND ST
097 -0009-003-06	MFR	B1	2	0.000	1,675	$0.00	$208.35	$422.09	$24.80	$655.24	$0.00	$10.64	$161.18	$0.00	$171.82	1642 2ND ST
097 -0009-003-07	COM	B1	2	100.000	1,050	$562.60	$130.61	$46.04	$2.70	$741.95	$28.73	$6.67	$17.58	$0.00	$52.98	1619 1ST ST
097 -0009-003-08	MFR	B1	2	0.000	2,052	$0.00	$255.24	$517.10	$30.38	$802.72	$0.00	$13.04	$197.45	$0.00	$210.48	1610 2ND ST
097 -0009-005-01	OFF	B1	2	100.000	1,350	$562.60	$167.92	$84.64	$4.97	$820.13	$28.73	$8.58	$32.32	$0.00	$69.62	1643 1ST ST
097 -0009-006-01	OFF	B1	2	0.000	8,470	$0.00	$1,053.57	$531.05	$31.20	$1,615.82	$0.00	$53.81	$202.78	$0.00	$256.58	1686 2ND ST
097 -0010-001-01	COM	B1	2	150.000	1,500	$843.90	$186.58	$65.77	$3.86	$1,100.11	$43.10	$9.53	$25.11	$0.00	$77.74	1771 1ST ST
097 -0010-002-03	COM	B1	2	0.000	950	$0.00	$118.17	$41.65	$2.45	$162.27	$0.00	$6.04	$15.90	$0.00	$21.94	157 S N ST
097 -0010-003-01	SFR	B1	2	0.000	1,554	$0.00	$193.30	$391.60	$23.01	$607.91	$0.00	$9.87	$149.53	$0.00	$159.40	1742 2ND ST
097 -0010-003-02	SFR	B1	2	0.000	957	$0.00	$119.04	$241.16	$14.17	$374.37	$0.00	$6.08	$92.09	$0.00	$98.16	1730 2ND ST
097 -0010-004-00	SFR	B1	2	0.000	1,144	$0.00	$142.30	$288.28	$16.94	$447.52	$0.00	$7.27	$110.08	$0.00	$117.34	1716 2ND ST
097 -0010-007-02	COM	B1	2	150.000	1,595	$843.90	$198.40	$69.93	$4.11	$1,116.34	$43.10	$10.13	$26.70	$0.00	$79.92	1737 1ST ST
097 -0010-008-05	COM	B1	2	0.000	4,015	$0.00	$499.42	$176.03	$10.34	$685.79	$0.00	$25.51	$67.22	$0.00	$92.72	1700 2ND ST
097 -0011-001-00	COM	B1	2	50.000	4,061	$281.30	$505.14	$178.05	$10.46	$974.95	$14.37	$25.80	$67.99	$0.00	$108.16	1887 1ST ST
097 -0011-004-00	COM	B1	2	54.000	2,015	$303.80	$250.64	$88.35	$5.19	$647.98	$15.52	$12.80	$33.74	$0.00	$62.06	1845 1ST ST
097 -0011-005-03	COM	B1	2	92.050	1,472	$517.87	$183.10	$64.54	$3.79	$769.30	$26.45	$9.35	$24.64	$0.00	$60.44	1817 1ST ST
097 -0011-006-00	OFF	B1	2	104.000	9,596	$585.10	$1,193.63	$601.65	$35.34	$2,415.72	$29.88	$60.96	$229.74	$0.00	$320.58	1859 1ST ST
097 -0011-007-00	OFF	B1	2	0.000	1,382	$0.00	$171.90	$86.65	$5.09	$263.64	$0.00	$8.78	$33.09	$0.00	$41.86	1859 1ST ST
097 -0012-001-01	COM	B1	2	150.000	10,800	$843.90	$1,343.39	$473.52	$27.82	$2,688.63	$43.10	$68.61	$180.81	$0.00	$292.52	1987 1ST ST
097 -0012-001-02	COM	B1	2	104.000	4,230	$585.10	$526.16	$185.46	$10.90	$1,307.62	$29.88	$26.87	$70.82	$0.00	$127.56	1931 1ST ST
097 -0012-002-01	COM	B1	2	0.000	5,770	$0.00	$717.72	$252.98	$14.86	$985.56	$0.00	$36.66	$96.60	$0.00	$133.26	153 S L ST
097 -0012-003-03	COM	B1	2	0.000	5,500	$0.00	$684.13	$241.14	$14.17	$939.44	$0.00	$34.94	$92.08	$0.00	$127.02	1986 2ND ST
097 -0012-005-00	COM	B1	2	46.000	6,900	$258.80	$858.28	$302.52	$17.77	$1,437.37	$13.22	$43.84	$115.52	$0.00	$172.58	1917 1ST ST
097 -0013-001-00	COM	A1	2	50.000	4,513	$2,339.80	$1,869.69	$197.87	$11.63	$4,418.99	$2,339.80	$1,869.69	$75.56	$0.00	$4,285.04	2083 1ST ST
097 -0013-002-00	COM	A1	2	0.000	3,164	$0.00	$1,310.81	$138.72	$8.15	$1,457.68	$0.00	$1,310.81	$52.97	$0.00	$1,363.78	2074 2ND ST
097 -0013-003-00	SFR	A1	2	0.000	3,724	$0.00	$1,542.82	$938.43	$55.13	$2,536.38	$0.00	$1,542.82	$358.34	$0.00	$1,901.16	2046 2ND ST
097 -0013-005-00	COM	A1	2	0.000	1,375	$0.00	$569.65	$60.29	$3.54	$633.48	$0.00	$569.65	$23.02	$0.00	$592.66	174 S L ST
097 -0013-006-01	COM	A1	2	100.080	4,185	$4,683.34	$1,733.80	$183.49	$10.78	$6,611.41	$4,683.34	$1,733.80	$70.07	$0.00	$6,487.20	2017 1ST ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0013-007-03	COM	A1	2	49.920	7,150	$2,336.06	$2,962.17	$313.48	$18.42	$5,630.13	$2,336.06	$2,962.17	$119.71	$0.00	$5,417.94	2029 1ST ST
097 -0013-008-00	COM	A1	2	25.000	2,350	$1,169.90	$973.58	$103.03	$6.05	$2,252.56	$1,169.90	$973.58	$39.34	$0.00	$2,182.82	2041 1ST ST
097 -0013-009-00	VCOM	A1	2	25.000	0	$1,169.90	$0.00	$0.00	$0.00	$1,169.90	$1,169.90	$0.00	$0.00	$0.00	$1,169.90	2047 1ST ST
097 -0013-010-00	COM	A1	2	50.000	4,700	$2,339.80	$1,947.16	$206.07	$12.11	$4,505.14	$2,339.80	$1,947.16	$78.69	$0.00	$4,365.64	2059 1ST ST
097 -0014-001-01	COM	A1	2	50.120	4,550	$2,345.42	$1,885.02	$199.49	$11.72	$4,441.65	$2,345.42	$1,885.02	$76.18	$0.00	$4,306.62	2193 1ST ST
097 -0014-002-00	INST	A1	2	0.000	10,000	$0.00	$4,142.90	$438.44	$25.76	$4,607.10	$0.00	$4,142.90	$167.42	$0.00	$4,310.32	157 S J ST
097 -0014-003-08	COM	A1	2	49.880	4,650	$2,334.18	$1,926.45	$203.87	$11.98	$4,476.48	$2,334.18	$1,926.45	$77.85	$0.00	$4,338.48	2175 1ST ST
097 -0014-004-03	OFF	A1	2	69.000	2,072	$3,228.92	$858.41	$129.91	$7.63	$4,224.87	$3,228.92	$858.41	$49.61	$0.00	$4,136.94	2151 1ST ST
097 -0014-005-02	COM	A1	2	0.000	800	$0.00	$331.43	$35.08	$2.06	$368.57	$0.00	$331.43	$13.39	$0.00	$344.82	2152 2ND ST
097 -0014-005-03	COM	A1	2	31.000	4,512	$1,450.68	$1,869.28	$197.82	$11.62	$3,529.40	$1,450.68	$1,869.28	$75.54	$0.00	$3,395.50	2139 1ST ST
097 -0014-005-05	COM	A1	2	27.000	2,800	$1,263.49	$1,160.01	$122.76	$7.21	$2,553.47	$1,263.49	$1,160.01	$46.88	$0.00	$2,470.38	2133 1ST ST
097 -0014-005-06	COM	A1	2	23.000	3,180	$1,076.31	$1,317.44	$139.42	$8.19	$2,541.36	$1,076.31	$1,317.44	$53.24	$0.00	$2,446.98	2127 1ST ST
097 -0014-006-01	COM	A1	2	0.000	5,802	$0.00	$2,403.71	$254.38	$14.95	$2,673.04	$0.00	$2,403.71	$97.14	$0.00	$2,500.84	184 S K ST
097 -0014-007-00	COM	A1	2	25.000	1,750	$1,169.90	$725.01	$76.73	$4.51	$1,976.15	$1,169.90	$725.01	$29.30	$0.00	$1,924.20	2115 1ST ST
097 -0014-008-02	COM	A1	2	25.000	1,680	$1,169.90	$696.01	$73.66	$4.33	$1,943.90	$1,169.90	$696.01	$28.13	$0.00	$1,894.04	2121 1ST ST
097 -0015-001-00	INST	A1	2	40.770	13,772	$1,907.87	$5,705.60	$603.82	$35.48	$8,252.77	$1,907.87	$5,705.60	$230.57	$0.00	$7,844.04	2247 1ST ST
097 -0015-002-00	COM	A1	2	0.000	5,750	$0.00	$2,382.17	$252.10	$14.81	$2,649.08	$0.00	$2,382.17	$96.27	$0.00	$2,478.44	167 S LIVERMORE AVE
097 -0015-004-01	COM	A1	2	50.000	6,950	$2,339.80	$2,879.32	$304.72	$17.90	$5,541.74	$2,339.80	$2,879.32	$116.36	$0.00	$5,335.48	2235 1ST ST
097 -0015-004-02	COM	A1	2	0.000	11,440	$0.00	$4,739.48	$501.58	$29.47	$5,270.53	$0.00	$4,739.48	$191.53	$0.00	$4,931.00	2222 2ND ST
097 -0015-005-01	COM	A1	2	0.000	1,460	$0.00	$604.86	$64.01	$3.76	$672.63	$0.00	$604.86	$24.44	$0.00	$629.30	160 S J ST
097 -0015-005-02	COM	A1	2	0.000	3,200	$0.00	$1,325.73	$140.30	$8.24	$1,474.27	$0.00	$1,325.73	$53.57	$0.00	$1,379.30	190 S J ST
097 -0015-006-00	COM	A1	2	30.000	2,820	$1,403.88	$1,168.30	$123.64	$7.26	$2,703.08	$1,403.88	$1,168.30	$47.21	$0.00	$2,619.38	2205 1ST ST
097 -0015-007-00	COM	A1	2	20.000	1,880	$935.92	$778.87	$82.43	$4.84	$1,802.06	$935.92	$778.87	$31.47	$0.00	$1,746.26	2211 1ST ST
097 -0015-009-00	COM	A1	2	21.580	1,297	$1,009.86	$537.33	$56.87	$3.34	$1,607.40	$1,009.86	$537.33	$21.71	$0.00	$1,568.90	2241 1ST ST UNIT B
097 -0017-001-00	COM	A2	2	0.000	1,689	$0.00	$0.00	$74.05	$4.35	$78.40	$0.00	$0.00	$28.28	$0.00	$28.28	283 S LIVERMORE AVE
097 -0017-002-00	COM	A2	2	0.000	8,354	$0.00	$0.00	$366.27	$21.52	$387.79	$0.00	$0.00	$139.86	$0.00	$139.86	2287 2ND ST
097 -0017-004-00	COM	A2	2	0.000	7,108	$0.00	$0.00	$311.64	$18.31	$329.95	$0.00	$0.00	$119.00	$0.00	$119.00	2287 2ND ST
097 -0017-007-00	SFR	A2	2	0.000	1,128	$0.00	$0.00	$284.25	$16.70	$300.95	$0.00	$0.00	$108.54	$0.00	$108.54	2224 3RD ST
097 -0017-008-00	SFR	A2	2	0.000	2,231	$0.00	$0.00	$562.20	$33.03	$595.23	$0.00	$0.00	$214.68	$0.00	$214.68	282 S J ST
097 -0017-009-00	SFR	A2	2	0.000	937	$0.00	$0.00	$236.12	$13.87	$249.99	$0.00	$0.00	$90.16	$0.00	$90.16	266 S J ST
097 -0017-010-00	COM	A2	2	0.000	5,000	$0.00	$0.00	$219.22	$12.88	$232.10	$0.00	$0.00	$83.71	$0.00	$83.70	2217 2ND ST
097 -0017-011-02	COM	A2	2	0.000	4,210	$0.00	$0.00	$184.58	$10.84	$195.42	$0.00	$0.00	$70.48	$0.00	$70.48	2247 2ND ST
097 -0017-011-03	COM	A2	2	0.000	1,539	$0.00	$0.00	$67.48	$3.96	$71.44	$0.00	$0.00	$25.77	$0.00	$25.76	2240 3RD ST
097 -0018-001-00	COM	A2	2	0.000	2,500	$0.00	$0.00	$109.61	$6.44	$116.05	$0.00	$0.00	$41.85	$0.00	$41.84	2163 2ND ST
097 -0018-002-00	COM	A2	2	0.000	4,658	$0.00	$0.00	$204.23	$12.00	$216.23	$0.00	$0.00	$77.98	$0.00	$77.98	2180 3RD ST
097 -0018-010-02	COM	A2	2	0.000	11,523	$0.00	$0.00	$505.21	$29.68	$534.89	$0.00	$0.00	$192.92	$0.00	$192.92	2125 2ND ST
097 -0019-002-01	COM	A2	2	0.000	4,256	$0.00	$0.00	$186.60	$10.96	$197.56	$0.00	$0.00	$71.25	$0.00	$71.24	275 S K ST
097 -0019-004-01	COM	A2	2	0.000	1,184	$0.00	$0.00	$51.91	$3.05	$54.96	$0.00	$0.00	$19.82	$0.00	$19.82	282 S L ST
097 -0019-005-00	COM	A2	2	0.000	5,129	$0.00	$0.00	$224.88	$13.21	$238.09	$0.00	$0.00	$85.87	$0.00	$85.86	202 S L ST
097 -0019-008-01	COM	A2	2	0.000	7,818	$0.00	$0.00	$342.77	$20.14	$362.91	$0.00	$0.00	$130.89	$0.00	$130.88	235 S K ST
097 -0020-007-04	COM	B2	2	0.000	41,525	$0.00	$0.00	$1,820.62	$106.97	$1,927.59	$0.00	$0.00	$695.21	$0.00	$695.20	1951 2ND ST
097 -0021-003-01	COM	B2	2	0.000	10,000	$0.00	$0.00	$438.44	$25.76	$464.20	$0.00	$0.00	$167.42	$0.00	$167.42	287 S M ST
097 -0021-004-01	SFR	B2	2	0.000	1,234	$0.00	$0.00	$310.96	$18.27	$329.23	$0.00	$0.00	$118.74	$0.00	$118.74	1856 3RD ST
097 -0021-004-02	SFR	B2	2	0.000	1,024	$0.00	$0.00	$258.04	$15.16	$273.20	$0.00	$0.00	$98.54	$0.00	$98.54	1842 3RD ST
097 -0021-005-00	SFR	B2	2	0.000	1,040	$0.00	$0.00	$262.08	$15.40	$277.48	$0.00	$0.00	$100.07	$0.00	$100.06	1828 3RD ST
097 -0021-006-00	SFR	B2	2	0.000	1,316	$0.00	$0.00	$331.63	$19.48	$351.11	$0.00	$0.00	$126.63	$0.00	$126.62	1814 3RD ST
097 -0021-007-00	COM	B2	2	0.000	1,832	$0.00	$0.00	$80.32	$4.72	$85.04	$0.00	$0.00	$30.67	$0.00	$30.66	1817 2ND ST
097 -0022-001-00	COM	B2	2	0.000	6,720	$0.00	$0.00	$294.63	$17.31	$311.94	$0.00	$0.00	$112.51	$0.00	$112.50	1783 2ND ST
097 -0022-004-02	OFF	B2	2	0.000	1,088	$0.00	$0.00	$68.22	$4.01	$72.23	$0.00	$0.00	$26.05	$0.00	$26.04	1713 2ND ST
097 -0022-004-03	SFR	B2	2	0.000	824	$0.00	$0.00	$207.64	$12.20	$219.84	$0.00	$0.00	$79.29	$0.00	$79.28	1727 2ND ST
097 -0022-004-04	SFR	B2	2	0.000	1,083	$0.00	$0.00	$272.91	$16.03	$288.94	$0.00	$0.00	$104.21	$0.00	$104.20	1741 2ND ST
097 -0023-001-00	SFR	B2	2	0.000	969	$0.00	$0.00	$244.18	$14.35	$258.53	$0.00	$0.00	$93.24	$0.00	$93.24	1683 2ND ST
097 -0023-006-01	MFR	B2	2	0.000	1,296	$0.00	$0.00	$326.59	$19.19	$345.78	$0.00	$0.00	$124.71	$0.00	$124.70	210 S P ST
097 -0023-006-05	OFF	B2	2	0.000	2,904	$0.00	$0.00	$182.07	$10.70	$192.77	$0.00	$0.00	$69.53	$0.00	$69.52	1617 2ND ST
097 -0023-008-00	SFR	B2	2	0.000	956	$0.00	$0.00	$240.91	$14.15	$255.06	$0.00	$0.00	$91.99	$0.00	$91.98	1667 2ND ST
097 -0023-009-00	SFR	B2	2	0.000	1,056	$0.00	$0.00	$266.11	$15.63	$281.74	$0.00	$0.00	$101.61	$0.00	$101.60	1651 2ND ST
097 -0024-003-07	SFR	B2	2	0.000	1,304	$0.00	$0.00	$328.60	$19.30	$347.90	$0.00	$0.00	$125.48	$0.00	$125.48	220 S Q ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0024-003-08	SFR	B2	2	0.000	1,052	$0.00	$0.00	$265.10	$15.57	$280.67	$0.00	$0.00	$101.23	$0.00	$101.22	1529 2ND ST
097 -0024-005-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$282.49	$16.60	$299.09	$0.00	$0.00	$107.87	$0.00	$107.86	1565 2ND ST
097 -0024-006-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$282.49	$16.60	$299.09	$0.00	$0.00	$107.87	$0.00	$107.86	235 S P ST
097 -0024-007-00	SFR	B2	2	0.000	1,348	$0.00	$0.00	$339.69	$19.96	$359.65	$0.00	$0.00	$129.71	$0.00	$129.70	1561 2ND ST
097 -0024-008-00	SFR	B2	2	0.000	1,392	$0.00	$0.00	$350.78	$20.61	$371.39	$0.00	$0.00	$133.95	$0.00	$133.94	1557 2ND ST
097 -0024-009-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$339.94	$19.97	$359.91	$0.00	$0.00	$129.81	$0.00	$129.80	1553 2ND ST
097 -0024-010-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$339.94	$19.97	$359.91	$0.00	$0.00	$129.81	$0.00	$129.80	1549 2ND ST
097 -0024-011-00	SFR	B2	2	0.000	1,339	$0.00	$0.00	$337.42	$19.82	$357.24	$0.00	$0.00	$128.85	$0.00	$128.84	1545 2ND ST
097 -0024-012-00	SFR	B2	2	0.000	1,369	$0.00	$0.00	$344.98	$20.27	$365.25	$0.00	$0.00	$131.73	$0.00	$131.72	1541 2ND ST
097 -0028-001-00	MFR	B3	2	0.000	1,807	$0.00	$0.00	$455.36	$26.75	$482.11	$0.00	$0.00	$173.88	$0.00	$173.88	325 S M ST
097 -0028-002-01	COM	B3	2	0.000	2,400	$0.00	$0.00	$105.23	$6.18	$111.41	$0.00	$0.00	$40.18	$0.00	$40.18	381 S M ST
097 -0028-002-02	COM	B3	2	0.000	1,165	$0.00	$0.00	$51.08	$3.00	$54.08	$0.00	$0.00	$19.50	$0.00	$19.50	1858 4TH ST
097 -0028-003-06	COM	B3	2	0.000	6,412	$0.00	$0.00	$281.13	$16.52	$297.65	$0.00	$0.00	$107.35	$0.00	$107.34	1816 4TH ST
097 -0028-004-01	COM	B3	2	0.000	5,431	$0.00	$0.00	$238.12	$13.99	$252.11	$0.00	$0.00	$90.93	$0.00	$90.92	1840 4TH ST
097 -0028-005-00	SFR	B3	2	0.000	1,001	$0.00	$0.00	$252.25	$14.82	$267.07	$0.00	$0.00	$96.32	$0.00	$96.32	1853 3RD ST
097 -0028-006-00	SFR	B3	2	0.000	995	$0.00	$0.00	$250.74	$14.73	$265.47	$0.00	$0.00	$95.74	$0.00	$95.74	1869 3RD ST
097 -0029-001-01	COM	B3	2	0.000	7,750	$0.00	$0.00	$339.79	$19.96	$359.75	$0.00	$0.00	$129.75	$0.00	$129.74	325 S L ST
097 -0029-002-00	COM	B3	2	0.000	6,067	$0.00	$0.00	$266.00	$15.63	$281.63	$0.00	$0.00	$101.57	$0.00	$101.56	381 S L ST
097 -0029-004-00	COM	B3	2	0.000	1,760	$0.00	$0.00	$77.17	$4.53	$81.70	$0.00	$0.00	$29.47	$0.00	$29.46	1919 3RD ST
097 -0030-001-02	MFR	A2	2	0.000	1,177	$0.00	$0.00	$296.60	$17.42	$314.02	$0.00	$0.00	$113.26	$0.00	$113.26	2073 3RD ST
097 -0030-001-03	OFF	A2	2	0.000	1,177	$0.00	$0.00	$73.80	$4.33	$78.13	$0.00	$0.00	$28.18	$0.00	$28.18	2059 3RD ST
097 -0030-001-04	MFR	A2	2	0.000	1,700	$0.00	$0.00	$428.39	$25.17	$453.56	$0.00	$0.00	$163.58	$0.00	$163.58	2087 3RD ST
097 -0030-001-05	SFR	A2	2	0.000	1,177	$0.00	$0.00	$296.60	$17.42	$314.02	$0.00	$0.00	$113.26	$0.00	$113.26	343 S K ST
097 -0030-002-01	COM	A2	2	0.000	2,044	$0.00	$0.00	$89.62	$5.27	$94.89	$0.00	$0.00	$34.22	$0.00	$34.22	2084 4TH ST
097 -0030-002-02	COM	A2	2	0.000	1,032	$0.00	$0.00	$45.25	$2.66	$47.91	$0.00	$0.00	$17.28	$0.00	$17.28	2052 4TH ST
097 -0030-003-00	SFR	A2	2	0.000	1,181	$0.00	$0.00	$297.61	$17.48	$315.09	$0.00	$0.00	$113.64	$0.00	$113.64	2038 4TH ST
097 -0030-004-00	COM	A2	2	0.000	1,928	$0.00	$0.00	$84.53	$4.97	$89.50	$0.00	$0.00	$32.28	$0.00	$32.28	2020 4TH ST
097 -0030-007-01	COM	A2	2	0.000	5,744	$0.00	$0.00	$251.84	$14.80	$266.64	$0.00	$0.00	$96.17	$0.00	$96.16	314 S L ST
097 -0031-001-00	PUB	A2	2	0.000	5,400	$0.00	$0.00	$236.76	$13.91	$250.67	$0.00	$0.00	$90.41	$0.00	$90.40	2155 3RD ST
097 -0032-002-01	OFF	A2	2	0.000	9,560	$0.00	$0.00	$599.39	$35.21	$634.60	$0.00	$0.00	$228.88	$0.00	$228.88	325 S I ST
097 -0032-003-00	SFR	A2	2	0.000	1,717	$0.00	$0.00	$432.68	$25.42	$458.10	$0.00	$0.00	$165.22	$0.00	$165.22	2254 4TH ST
097 -0032-004-01	MFR	A2	2	0.000	1,392	$0.00	$0.00	$350.78	$20.61	$371.39	$0.00	$0.00	$133.95	$0.00	$133.94	2238 4TH ST
097 -0032-004-02	COM	A2	2	0.000	3,298	$0.00	$0.00	$144.60	$8.50	$153.10	$0.00	$0.00	$55.22	$0.00	$55.22	2210 4TH ST
097 -0032-005-00	COM	A2	2	0.000	1,358	$0.00	$0.00	$59.54	$3.50	$63.04	$0.00	$0.00	$22.74	$0.00	$22.74	2207 3RD ST
097 -0032-006-00	COM	A2	2	0.000	1,648	$0.00	$0.00	$72.25	$4.25	$76.50	$0.00	$0.00	$27.59	$0.00	$27.58	2221 3RD ST
097 -0032-007-00	SFR	A2	2	0.000	1,335	$0.00	$0.00	$336.41	$19.76	$356.17	$0.00	$0.00	$128.46	$0.00	$128.46	2235 3RD ST
097 -0032-008-00	OFF	A2	2	0.000	2,480	$0.00	$0.00	$155.49	$9.13	$164.62	$0.00	$0.00	$59.37	$0.00	$59.36	2257 3RD ST
097 -0033-001-03	COM	A3	2	0.000	2,541	$0.00	$0.00	$111.41	$6.55	$117.96	$0.00	$0.00	$42.54	$0.00	$42.54	323 S LIVERMORE AVE
097 -0033-002-00	COM	A3	2	0.000	7,616	$0.00	$0.00	$333.92	$19.62	$353.54	$0.00	$0.00	$127.51	$0.00	$127.50	357 S LIVERMORE AVE
097 -0035-001-02	OFF	A2	2	0.000	1,576	$0.00	$0.00	$98.81	$5.80	$104.61	$0.00	$0.00	$37.73	$0.00	$37.72	2273 4TH ST
097 -0035-006-00	COM	A2	2	0.000	2,173	$0.00	$0.00	$95.27	$5.60	$100.87	$0.00	$0.00	$36.38	$0.00	$36.38	2205 4TH ST
097 -0035-007-00	SFR	A2	2	0.000	902	$0.00	$0.00	$227.30	$13.35	$240.65	$0.00	$0.00	$86.80	$0.00	$86.80	2235 4TH ST
097 -0035-008-02	COM	A2	2	0.000	1,096	$0.00	$0.00	$48.05	$2.82	$50.87	$0.00	$0.00	$18.35	$0.00	$18.34	2255 4TH ST
097 -0036-001-03	COM	A2	2	0.000	2,576	$0.00	$0.00	$112.94	$6.64	$119.58	$0.00	$0.00	$43.13	$0.00	$43.12	2181 4TH ST
097 -0036-002-02	COM	A2	2	0.000	1,870	$0.00	$0.00	$81.99	$4.82	$86.81	$0.00	$0.00	$31.31	$0.00	$31.30	487 S J ST
097 -0036-003-00	OFF	A2	2	0.000	1,590	$0.00	$0.00	$99.69	$5.86	$105.55	$0.00	$0.00	$38.07	$0.00	$38.06	2162 5TH ST
097 -0036-004-00	MFR	A2	2	0.000	1,776	$0.00	$0.00	$447.54	$26.29	$473.83	$0.00	$0.00	$170.90	$0.00	$170.90	2150 5TH ST
097 -0036-005-00	SFR	A2	2	0.000	1,850	$0.00	$0.00	$466.19	$27.39	$493.58	$0.00	$0.00	$178.02	$0.00	$178.02	486 S K ST
097 -0036-007-00	OFF	A2	2	0.000	2,153	$0.00	$0.00	$134.99	$7.93	$142.92	$0.00	$0.00	$51.55	$0.00	$51.54	2109 4TH ST
097 -0036-008-00	OFF	A2	2	0.000	3,646	$0.00	$0.00	$228.60	$13.43	$242.03	$0.00	$0.00	$87.29	$0.00	$87.28	2117 4TH ST
097 -0036-009-00	COM	A2	2	0.000	1,590	$0.00	$0.00	$69.71	$4.10	$73.81	$0.00	$0.00	$26.62	$0.00	$26.62	2157 4TH ST
097 -0037-003-00	SFR	A2	2	0.000	1,460	$0.00	$0.00	$367.91	$21.61	$389.52	$0.00	$0.00	$140.49	$0.00	$140.48	485 S K ST
097 -0037-004-02	CHRCH	A2	2	0.000	30,281	$0.00	$0.00	$1,327.64	$78.00	$1,405.64	$0.00	$0.00	$506.96	$0.00	$506.96	2020 5TH ST
097 -0038-001-00	OFF	B3	2	0.000	2,824	$0.00	$0.00	$177.06	$10.40	$187.46	$0.00	$0.00	$67.61	$0.00	$67.60	411 S L ST
097 -0038-004-00	COM	B3	2	0.000	2,212	$0.00	$0.00	$96.98	$5.70	$102.68	$0.00	$0.00	$37.03	$0.00	$37.02	1915 4TH ST
097 -0038-005-00	MFR	B3	2	0.000	3,424	$0.00	$0.00	$862.83	$50.69	$913.52	$0.00	$0.00	$329.48	$0.00	$329.48	1937 4TH ST
097 -0039-010-00	OFF	B3	2	0.000	6,805	$0.00	$0.00	$426.66	$25.06	$451.72	$0.00	$0.00	$162.92	$0.00	$162.92	1841 4TH ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0039-011-00	OFF	B3	2	0.000	2,887	$0.00	$0.00	$181.01	$10.63	$191.64	$0.00	$0.00	$69.12	$0.00	$69.12	1813 4TH ST
097 -0082-001-01	COM	B1	2	150.000	5,900	$843.90	$733.89	$258.68	$15.20	$1,851.67	$43.10	$37.48	$98.78	$0.00	$179.36	1485 1ST ST
097 -0082-002-00	SFR	B1	2	0.000	1,139	$0.00	$141.68	$287.02	$16.86	$445.56	$0.00	$7.24	$109.60	$0.00	$116.84	1494 2ND ST
097 -0082-003-00	SFR	B1	2	0.000	1,153	$0.00	$143.42	$290.55	$17.07	$451.04	$0.00	$7.33	$110.95	$0.00	$118.28	1478 2ND ST
097 -0082-004-00	SFR	B1	2	0.000	1,139	$0.00	$141.68	$287.02	$16.86	$445.56	$0.00	$7.24	$109.60	$0.00	$116.84	1462 2ND ST
097 -0082-005-00	SFR	B1	2	0.000	1,490	$0.00	$185.34	$375.47	$22.06	$582.87	$0.00	$9.47	$143.38	$0.00	$152.84	1446 2ND ST
097 -0082-006-00	OFF	B1	2	0.000	1,139	$0.00	$141.68	$71.41	$4.19	$217.28	$0.00	$7.24	$27.27	$0.00	$34.50	1430 2ND ST
097 -0082-007-07	COM	B1	2	0.000	266	$0.00	$33.09	$11.66	$0.69	$45.44	$0.00	$1.69	$4.45	$0.00	$6.14	160 HOLMES ST
097 -0082-007-08	COM	B1	2	156.450	8,162	$880.19	$1,015.25	$357.85	$21.03	$2,274.32	$44.96	$51.85	$136.65	$0.00	$233.46	1421 1ST ST
097 -0082-009-01	COM	B1	2	150.120	3,278	$844.58	$407.74	$143.72	$8.44	$1,404.48	$43.14	$20.83	$54.88	$0.00	$118.84	1453 1ST ST
097 -0107-001-00	SFR	A3	2	0.000	893	$0.00	$0.00	$225.03	$13.22	$238.25	$0.00	$0.00	$85.93	$0.00	$85.92	2493 4TH ST
097 -0107-008-00	MFR	A3	2	0.000	4,164	$0.00	$0.00	$1,049.31	$61.64	$1,110.95	$0.00	$0.00	$400.68	$0.00	$400.68	454 S LIVERMORE AVE
097 -0107-009-02	INST	A3	2	0.000	778	$0.00	$0.00	$34.11	$2.00	$36.11	$0.00	$0.00	$13.03	$0.00	$13.02	2475 4TH ST
097 -0107-009-03	SFR	A3	2	0.000	832	$0.00	$0.00	$209.66	$12.32	$221.98	$0.00	$0.00	$80.06	$0.00	$80.06	2417 4TH ST
097 -0107-009-04	SFR	A3	2	0.000	1,014	$0.00	$0.00	$255.52	$15.01	$270.53	$0.00	$0.00	$97.57	$0.00	$97.56	2439 4TH ST
097 -0107-009-05	SFR	A3	2	0.000	1,131	$0.00	$0.00	$285.01	$16.74	$301.75	$0.00	$0.00	$108.83	$0.00	$108.82	2455 4TH ST
097 -0108-001-00	MFR	A3	2	0.000	2,943	$0.00	$0.00	$741.62	$43.57	$785.19	$0.00	$0.00	$283.19	$0.00	$283.18	2389 3RD ST
097 -0108-002-00	SFR	A3	2	0.000	1,246	$0.00	$0.00	$313.99	$18.45	$332.44	$0.00	$0.00	$119.90	$0.00	$119.90	333 MCLEOD ST
097 -0108-003-00	MFR	A3	2	0.000	3,302	$0.00	$0.00	$832.09	$48.88	$880.97	$0.00	$0.00	$317.74	$0.00	$317.74	367 MCLEOD ST
097 -0108-004-00	MFR	A3	2	0.000	2,337	$0.00	$0.00	$588.91	$34.60	$623.51	$0.00	$0.00	$224.88	$0.00	$224.88	389 MCLEOD ST
097 -0108-005-00	COM	A3	2	0.000	4,479	$0.00	$0.00	$196.38	$11.54	$207.92	$0.00	$0.00	$74.99	$0.00	$74.98	392 S LIVERMORE AVE
097 -0108-006-00	COM	A3	2	0.000	3,492	$0.00	$0.00	$153.10	$9.00	$162.10	$0.00	$0.00	$58.46	$0.00	$58.46	358 S LIVERMORE AVE
097 -0108-008-03	COM	A3	2	0.000	4,845	$0.00	$0.00	$212.42	$12.48	$224.90	$0.00	$0.00	$81.11	$0.00	$81.10	2341 3RD ST
097 -0108-010-01	SFR	A3	2	0.000	2,052	$0.00	$0.00	$517.10	$30.38	$547.48	$0.00	$0.00	$197.45	$0.00	$197.44	2363 3RD ST
097 -0108-012-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-013-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-014-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-015-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-016-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-017-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-018-00	CON	A2	2	0.000	800	$0.00	$0.00	$201.60	$11.84	$213.44	$0.00	$0.00	$76.98	$0.00	$76.98	318 S LIVERMORE AVE UNIT 1
097 -0108-019-00	CON	A2	2	0.000	1,219	$0.00	$0.00	$307.18	$18.05	$325.23	$0.00	$0.00	$117.30	$0.00	$117.30	318 S LIVERMORE AVE UNIT 2
097 -0109-001-00	MFR	A2	2	0.000	2,170	$0.00	$0.00	$546.83	$32.12	$578.95	$0.00	$0.00	$208.81	$0.00	$208.80	209 MCLEOD ST
097 -0109-003-00	SFR	A2	2	0.000	1,342	$0.00	$0.00	$338.18	$19.87	$358.05	$0.00	$0.00	$129.13	$0.00	$129.12	253 MCLEOD ST
097 -0109-004-00	MFR	A2	2	0.000	2,324	$0.00	$0.00	$585.64	$34.40	$620.04	$0.00	$0.00	$223.63	$0.00	$223.62	277 MCLEOD ST
097 -0109-005-00	COM	A2	2	0.000	1,301	$0.00	$0.00	$57.04	$3.35	$60.39	$0.00	$0.00	$21.78	$0.00	$21.78	291 MCLEOD ST
097 -0109-006-00	COM	A2	2	0.000	1,329	$0.00	$0.00	$58.27	$3.42	$61.69	$0.00	$0.00	$22.25	$0.00	$22.24	286 S LIVERMORE AVE
097 -0109-007-00	COM	A2	2	0.000	2,250	$0.00	$0.00	$98.65	$5.80	$104.45	$0.00	$0.00	$37.67	$0.00	$37.66	254 S LIVERMORE AVE
097 -0109-008-01	COM	A2	2	0.000	15,000	$0.00	$0.00	$657.66	$38.64	$696.30	$0.00	$0.00	$251.13	$0.00	$251.12	2359 2ND ST
097 -0109-010-00	MFR	A2	2	0.000	2,104	$0.00	$0.00	$530.20	$31.15	$561.35	$0.00	$0.00	$202.46	$0.00	$202.46	2375 2ND ST
097 -0110-001-01	COM	A1	2	56.980	3,900	$2,666.44	$1,615.73	$170.99	$10.05	$4,463.21	$2,666.44	$1,615.73	$65.29	$0.00	$4,347.46	2339 1ST ST
097 -0110-004-00	COM	A1	2	0.000	4,500	$0.00	$1,864.31	$197.30	$11.59	$2,073.20	$0.00	$1,864.31	$75.34	$0.00	$1,939.64	152 S LIVERMORE AVE
097 -0110-005-03	PUB	A1	2	88.000	0	$4,118.05	$0.00	$0.00	$0.00	$4,118.05	$4,118.05	$0.00	$0.00	$0.00	$4,118.04	116 S LIVERMORE AVE
097 -0110-006-01	COM	A1	2	57.050	2,500	$2,669.71	$1,035.73	$109.61	$6.44	$3,821.49	$2,669.71	$1,035.73	$41.85	$0.00	$3,747.28	2293 1ST ST
097 -0110-009-03	COM	A1	2	85.950	6,132	$4,022.12	$2,540.43	$268.85	$15.80	$6,847.20	$4,022.12	$2,540.43	$102.66	$0.00	$6,665.20	2327 1ST ST
097 -0110-013-00	COM	A1	2	0.000	4,691	$0.00	$1,943.43	$205.67	$12.08	$2,161.18	$0.00	$1,943.43	$78.54	$0.00	$2,021.96	2324 2ND ST
097 -0110-014-00	UTI	A1	2	0.000	22,680	$0.00	$9,396.10	$994.38	$58.42	$10,448.90	$0.00	$9,396.10	$379.71	$0.00	$9,775.80	2388 2ND ST
097 -0112-003-00	MFR	A1	2	0.000	2,104	$0.00	$871.67	$530.20	$31.15	$1,433.02	$0.00	$871.67	$202.46	$0.00	$1,074.12	2452 2ND ST
097 -0112-004-00	SFR	A1	2	0.000	1,288	$0.00	$533.61	$324.57	$19.07	$877.25	$0.00	$533.61	$123.94	$0.00	$657.54	2426 2ND ST
097 -0112-005-00	SFR	A1	2	0.000	1,403	$0.00	$581.25	$353.55	$20.77	$955.57	$0.00	$581.25	$135.00	$0.00	$716.24	2410 2ND ST
097 -0112-006-01	COM	A1	2	125.100	7,704	$5,854.18	$3,191.69	$337.77	$19.85	$9,403.49	$5,854.18	$3,191.69	$128.98	$0.00	$9,174.84	142 MCLEOD ST
097 -0112-008-01	COM	A1	2	50.080	4,250	$2,343.54	$1,760.73	$186.34	$10.95	$4,301.56	$2,343.54	$1,760.73	$71.15	$0.00	$4,175.42	2389 1ST ST
097 -0112-010-01	COM	A1	2	125.210	7,150	$5,859.33	$2,962.17	$313.48	$18.42	$9,153.40	$5,859.33	$2,962.17	$119.71	$0.00	$8,941.20	2491 1ST ST
097 -0113-001-00	MFR	A2	2	0.000	3,904	$0.00	$0.00	$983.79	$57.79	$1,041.58	$0.00	$0.00	$375.66	$0.00	$375.66	211 MAPLE ST
097 -0113-006-00	MFR	A2	2	0.000	2,144	$0.00	$0.00	$540.28	$31.74	$572.02	$0.00	$0.00	$206.31	$0.00	$206.30	244 MCLEOD ST
097 -0113-007-03	MFR	A2	2	0.000	3,008	$0.00	$0.00	$758.00	$44.53	$802.53	$0.00	$0.00	$289.45	$0.00	$289.44	222 MCLEOD ST
097 -0113-008-01	MFR	A2	2	0.000	2,040	$0.00	$0.00	$514.07	$30.20	$544.27	$0.00	$0.00	$196.30	$0.00	$196.30	2437 2ND ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0113-009-00	MFR	A2	2	0.000	1,475	$0.00	$0.00	$371.69	$21.84	$393.53	$0.00	$0.00	$141.93	$0.00	$141.92	2453 2ND ST
097 -0113-010-00	SFR	A2	2	0.000	1,068	$0.00	$0.00	$269.13	$15.81	$284.94	$0.00	$0.00	$102.77	$0.00	$102.76	2471 2ND ST
097 -0130-002-03	OFF	C2	2	0.000	2,500	$0.00	$0.00	$156.75	$9.21	$165.96	$0.00	$0.00	$59.85	$0.00	$59.84	2551 2ND ST
097 -0130-002-07	SFR	C2	2	0.000	2,384	$0.00	$0.00	$600.76	$35.29	$636.05	$0.00	$0.00	$229.40	$0.00	$229.40	2558 3RD ST
097 -0130-006-01	SFR	C2	2	0.000	2,022	$0.00	$0.00	$509.54	$29.93	$539.47	$0.00	$0.00	$194.57	$0.00	$194.56	240 MAPLE ST
097 -0130-006-02	MFR	C2	2	0.000	4,063	$0.00	$0.00	$1,023.86	$60.15	$1,084.01	$0.00	$0.00	$390.96	$0.00	$390.96	212 MAPLE ST
097 -0131-002-02	COM	C1	2	0.000	600	$0.00	$76.49	$26.31	$1.55	$104.35	$0.00	$8.25	$10.05	$0.00	$18.30	2552 2ND ST
097 -0131-003-03	COM	C1	2	111.810	7,417	$624.91	$945.56	$325.19	$19.11	$1,914.77	$67.38	$101.95	$124.18	$0.00	$293.50	186 MAPLE ST
097 -0133-001-01	COM	C2	2	0.000	500	$0.00	$0.00	$21.92	$1.29	$23.21	$0.00	$0.00	$8.37	$0.00	$8.36	2778 4TH ST
097 -0133-001-02	COM	C2	2	0.000	900	$0.00	$0.00	$39.46	$2.32	$41.78	$0.00	$0.00	$15.07	$0.00	$15.06	2794 4TH ST
097 -0133-002-02	MFR	C2	2	0.000	1,644	$0.00	$0.00	$414.28	$24.34	$438.62	$0.00	$0.00	$158.19	$0.00	$158.18	2762 4TH ST
097 -0133-002-03	SFR	C2	2	0.000	1,088	$0.00	$0.00	$274.17	$16.11	$290.28	$0.00	$0.00	$104.69	$0.00	$104.68	392 CHURCH ST
097 -0133-002-04	SFR	C2	2	0.000	1,448	$0.00	$0.00	$364.89	$21.44	$386.33	$0.00	$0.00	$139.33	$0.00	$139.32	374 CHURCH ST
097 -0133-002-05	SFR	C2	2	0.000	1,268	$0.00	$0.00	$319.53	$18.77	$338.30	$0.00	$0.00	$122.01	$0.00	$122.00	356 CHURCH ST
097 -0133-002-06	SFR	C2	2	0.000	1,478	$0.00	$0.00	$372.45	$21.88	$394.33	$0.00	$0.00	$142.22	$0.00	$142.22	340 CHURCH ST
097 -0133-002-07	SFR	C2	2	0.000	1,318	$0.00	$0.00	$332.13	$19.51	$351.64	$0.00	$0.00	$126.83	$0.00	$126.82	2746 4TH ST
097 -0133-003-01	SFR	C2	2	0.000	2,188	$0.00	$0.00	$551.37	$32.39	$583.76	$0.00	$0.00	$210.54	$0.00	$210.54	2659 3RD ST
097 -0133-003-03	SFR	C2	2	0.000	1,038	$0.00	$0.00	$261.57	$15.37	$276.94	$0.00	$0.00	$99.88	$0.00	$99.88	2643 3RD ST
097 -0133-003-04	MFR	C2	2	0.000	750	$0.00	$0.00	$189.00	$11.10	$200.10	$0.00	$0.00	$72.17	$0.00	$72.16	326 CHURCH ST
097 -0133-003-05	SFR	C2	2	0.000	840	$0.00	$0.00	$211.68	$12.44	$224.12	$0.00	$0.00	$80.83	$0.00	$80.82	306 CHURCH ST
097 -0136-001-02	VCOM	C1	2	99.620	0	$556.78	$0.00	$0.00	$0.00	$556.78	$60.03	$0.00	$0.00	$0.00	$60.02	2ND ST
097 -0136-002-06	COM	C1	2	223.830	11,229	$1,250.99	$1,431.53	$492.32	$28.93	$3,203.77	$134.88	$154.35	$188.00	$0.00	$477.22	2256 3RD ST
097 -0136-004-06	COM	C1	2	122.000	2,734	$681.86	$348.54	$119.87	$7.04	$1,157.31	$73.52	$37.58	$45.77	$0.00	$156.86	3252 4TH ST
097 -0136-004-12	COM	C1	2	0.000	5,591	$0.00	$712.77	$245.13	$14.40	$972.30	$0.00	$76.85	$93.60	$0.00	$170.44	2954 4TH ST
097 -0136-004-23	IND	C1	2	169.000	10,200	$944.54	$1,300.35	$447.21	$26.28	$2,718.38	$101.84	$140.21	$170.77	$0.00	$412.82	3170 4TH ST
097 -0152-006-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2800 FOURTH ST UNIT 101
097 -0152-007-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2800 FOURTH ST UNIT 102
097 -0152-008-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2800 FOURTH ST UNIT 103
097 -0152-009-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2800 FOURTH ST UNIT 104
097 -0152-011-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	350 WOOD ST UNIT 201
097 -0152-012-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	350 WOOD ST UNIT 202
097 -0152-013-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	350 WOOD ST UNIT 203
097 -0152-014-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	350 WOOD ST UNIT 204
097 -0152-015-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	350 WOOD ST UNIT 205
097 -0152-016-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	350 WOOD ST UNIT 206
097 -0152-018-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2812 FOURTH ST UNIT 301
097 -0152-019-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2812 FOURTH ST UNIT 302
097 -0152-020-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2812 FOURTH ST UNIT 303
097 -0152-021-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2812 FOURTH ST UNIT 304
097 -0152-023-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	266 WOOD ST UNIT 401
097 -0152-024-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	266 WOOD ST UNIT 402
097 -0152-025-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	266 WOOD ST UNIT 403
097 -0152-026-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	266 WOOD ST UNIT 404
097 -0152-027-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	266 WOOD ST UNIT 405
097 -0152-028-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	266 WOOD ST UNIT 406
097 -0152-030-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	274 WOOD ST UNIT 501
097 -0152-031-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	274 WOOD ST UNIT 502
097 -0152-032-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	274 WOOD ST UNIT 503
097 -0152-033-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	274 WOOD ST UNIT 504
097 -0152-034-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	274 WOOD ST UNIT 505
097 -0152-035-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	274 WOOD ST UNIT 506
097 -0152-037-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2878 FOURTH ST UNIT 1401
097 -0152-038-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2878 FOURTH ST UNIT 1402
097 -0152-039-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2878 FOURTH ST UNIT 1403
097 -0152-040-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2878 FOURTH ST UNIT 1404
097 -0152-043-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2933 FIRST ST UNIT 1001
097 -0152-044-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2933 FIRST ST UNIT 1002

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0152-045-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2933 FIRST ST UNIT 1003
097 -0152-046-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2933 FIRST ST UNIT 1004
097 -0152-048-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2834 FOURTH ST UNIT 1101
097 -0152-049-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2834 FOURTH ST UNIT 1102
097 -0152-050-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2834 FOURTH ST UNIT 1103
097 -0152-051-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2834 FOURTH ST UNIT 1104
097 -0152-053-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2985 FIRST ST UNIT 1201
097 -0152-054-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2985 FIRST ST UNIT 1202
097 -0152-055-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2985 FIRST ST UNIT 1203
097 -0152-056-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2985 FIRST ST UNIT 1204
097 -0152-057-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2985 FIRST ST UNIT 1205
097 -0152-058-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2985 FIRST ST UNIT 1206
097 -0152-060-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2856 FOURTH ST UNIT 1301
097 -0152-061-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2856 FOURTH ST UNIT 1302
097 -0152-062-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2856 FOURTH ST UNIT 1303
097 -0152-063-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2856 FOURTH ST UNIT 1304
097 -0152-066-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	220 WOOD ST UNIT 601
097 -0152-067-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	220 WOOD ST UNIT 602
097 -0152-068-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	220 WOOD ST UNIT 603
097 -0152-069-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	220 WOOD ST UNIT 604
097 -0152-071-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	238 WOOD ST UNIT 701
097 -0152-072-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	238 WOOD ST UNIT 702
097 -0152-073-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	238 WOOD ST UNIT 703
097 -0152-074-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	238 WOOD ST UNIT 704
097 -0152-076-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2827 FIRST ST UNIT 801
097 -0152-077-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2827 FIRST ST UNIT 802
097 -0152-078-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2827 FIRST ST UNIT 803
097 -0152-079-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2827 FIRST ST UNIT 804
097 -0152-080-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2827 FIRST ST UNIT 805
097 -0152-081-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2827 FIRST ST UNIT 806
097 -0152-083-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2871 FIRST ST UNIT 901
097 -0152-084-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2871 FIRST ST UNIT 902
097 -0152-085-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2871 FIRST ST UNIT 903
097 -0152-086-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2871 FIRST ST UNIT 904
097 -0152-087-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2871 FIRST ST UNIT 905
097 -0152-088-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2871 FOURTH ST UNIT 906
097 -0152-092-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2755 1ST ST
097 -0152-093-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2755 1ST ST
097 -0152-094-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2755 1ST ST
097 -0152-095-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2755 1ST ST
097 -0152-096-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2755 1ST ST
097 -0152-097-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2755 1ST ST
097 -0152-099-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	212 WOOD ST
097 -0152-100-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	212 WOOD ST
097 -0152-101-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	212 WOOD ST
097 -0152-102-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	212 WOOD ST
097 -0152-103-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	212 WOOD ST
097 -0152-104-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	212 WOOD ST
097 -0152-106-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2676 3RD ST UNIT 1701
097 -0152-107-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2676 3RD ST UNIT 1702
097 -0152-108-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2676 3RD ST UNIT 1703
097 -0152-109-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2676 3RD ST UNIT 1704
097 -0152-110-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2676 3RD ST UNIT 1705
097 -0152-111-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2676 3RD ST UNIT 1706
097 -0152-113-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2695 3RD ST
097 -0152-114-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2695 3RD ST
097 -0152-115-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2695 3RD ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0152-116-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2695 3RD ST
098 -0249-002-00	MFR	B3	1	0.000	62,236	$0.00	$0.00	$15,683.22	$1,842.68	$17,525.90	$0.00	$0.00	$5,988.70	$0.00	$5,988.70	1651 CHESTNUT ST
098 -0249-003-00	MFR	B3	1	0.000	57,658	$0.00	$0.00	$14,529.59	$1,707.14	$16,236.73	$0.00	$0.00	$5,548.18	$0.00	$5,548.18	1665 CHESTNUT ST
098 -0250-001-01	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1881 CHESTNUT ST
098 -0250-001-02	SFR	B3	1	0.000	975	$0.00	$0.00	$245.70	$28.87	$274.57	$0.00	$0.00	$93.82	$0.00	$93.82	1867 CHESTNUT ST
098 -0250-001-03	PUB	B3	1	0.000	2,400	$0.00	$0.00	$105.23	$12.36	$117.59	$0.00	$0.00	$40.18	$0.00	$40.18	241 N M ST
098 -0250-002-04	COM	B3	1	0.000	1,400	$0.00	$0.00	$61.38	$7.21	$68.59	$0.00	$0.00	$23.44	$0.00	$23.44	242 N N ST
098 -0250-002-05	COM	B3	1	0.000	5,600	$0.00	$0.00	$245.53	$28.85	$274.38	$0.00	$0.00	$93.76	$0.00	$93.76	1815 CHESTNUT ST
098 -0250-003-00	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1839 CHESTNUT ST
098 -0250-004-00	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1853 CHESTNUT ST
098 -0251-004-01	SFR	B3	1	0.000	794	$0.00	$0.00	$200.08	$23.51	$223.59	$0.00	$0.00	$76.40	$0.00	$76.40	258 N M ST
098 -0251-005-00	MFR	B3	1	0.000	1,400	$0.00	$0.00	$352.79	$41.45	$394.24	$0.00	$0.00	$134.72	$0.00	$134.72	276 N M ST
098 -0251-006-00	SFR	B3	1	0.000	988	$0.00	$0.00	$248.97	$29.25	$278.22	$0.00	$0.00	$95.07	$0.00	$95.06	1917 CHESTNUT ST
098 -0251-007-01	MFR	B3	1	0.000	1,484	$0.00	$0.00	$373.96	$43.94	$417.90	$0.00	$0.00	$142.80	$0.00	$142.80	1949 CHESTNUT ST
098 -0251-008-00	MFR	B3	1	0.000	2,874	$0.00	$0.00	$724.24	$85.09	$809.33	$0.00	$0.00	$276.55	$0.00	$276.54	1963 CHESTNUT ST
098 -0251-010-00	SFR	B3	1	0.000	1,363	$0.00	$0.00	$343.47	$40.36	$383.83	$0.00	$0.00	$131.16	$0.00	$131.16	277 N L ST
098 -0251-011-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$382.78	$44.97	$427.75	$0.00	$0.00	$146.17	$0.00	$146.16	1989 CHESTNUT ST
098 -0251-012-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$429.40	$50.45	$479.85	$0.00	$0.00	$163.97	$0.00	$163.96	1985 CHESTNUT ST
098 -0251-013-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$380.51	$44.71	$425.22	$0.00	$0.00	$145.30	$0.00	$145.30	277 N L ST
098 -0251-014-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$380.51	$44.71	$425.22	$0.00	$0.00	$145.30	$0.00	$145.30	269 N L ST
098 -0251-015-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$429.40	$50.45	$479.85	$0.00	$0.00	$163.97	$0.00	$163.96	267 N L ST
098 -0251-016-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$382.78	$44.97	$427.75	$0.00	$0.00	$146.17	$0.00	$146.16	265 N L ST
098 -0251-017-00	SFR	B3	1	0.000	1,521	$0.00	$0.00	$383.29	$45.03	$428.32	$0.00	$0.00	$146.36	$0.00	$146.36	261 N L ST
098 -0252-002-02	MFR	A3	1	0.000	1,892	$0.00	$0.00	$476.78	$56.02	$532.80	$0.00	$0.00	$182.06	$0.00	$182.06	279 N K ST
098 -0252-002-03	SFR	A3	1	0.000	756	$0.00	$0.00	$190.51	$22.38	$212.89	$0.00	$0.00	$72.75	$0.00	$72.74	263 N K ST
098 -0252-003-02	MFR	A3	1	0.000	2,906	$0.00	$0.00	$732.30	$86.04	$818.34	$0.00	$0.00	$279.63	$0.00	$279.62	241 N K ST
098 -0252-004-01	COM	A3	1	0.000	3,400	$0.00	$0.00	$149.07	$17.52	$166.59	$0.00	$0.00	$56.92	$0.00	$56.92	242 N L ST
098 -0252-005-01	COM	A3	1	0.000	3,168	$0.00	$0.00	$138.90	$16.32	$155.22	$0.00	$0.00	$53.04	$0.00	$53.04	260 N L ST
098 -0252-007-02	COM	A3	1	0.000	2,688	$0.00	$0.00	$117.85	$13.85	$131.70	$0.00	$0.00	$45.00	$0.00	$45.00	220 N L ST
098 -0252-008-00	MFR	A3	1	0.000	3,720	$0.00	$0.00	$937.43	$110.14	$1,047.57	$0.00	$0.00	$357.96	$0.00	$357.96	231 N K ST
098 -0252-010-00	MFR	A3	1	0.000	24,188	$0.00	$0.00	$6,095.28	$716.16	$6,811.44	$0.00	$0.00	$2,327.51	$0.00	$2,327.50	2083 CHESTNUT ST
098 -0253-001-02	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	269 N LIVERMORE AVE
098 -0253-001-03	MFR	A3	1	0.000	2,804	$0.00	$0.00	$706.60	$83.02	$789.62	$0.00	$0.00	$269.82	$0.00	$269.82	2155 CHESTNUT ST
098 -0253-002-01	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	245 N LIVERMORE AVE
098 -0253-003-01	MFR	A3	1	0.000	5,616	$0.00	$0.00	$1,415.21	$166.28	$1,581.49	$0.00	$0.00	$540.40	$0.00	$540.40	207 N LIVERMORE AVE
098 -0253-005-00	SFR	A3	1	0.000	714	$0.00	$0.00	$179.93	$21.14	$201.07	$0.00	$0.00	$68.71	$0.00	$68.70	2152 OAK ST
098 -0253-006-00	SFR	A3	1	0.000	1,220	$0.00	$0.00	$307.44	$36.12	$343.56	$0.00	$0.00	$117.40	$0.00	$117.40	210 N K ST
098 -0253-007-01	SFR	A3	1	0.000	1,458	$0.00	$0.00	$367.41	$43.17	$410.58	$0.00	$0.00	$140.30	$0.00	$140.30	228 N K ST
098 -0253-007-03	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	240 N K ST
098 -0253-007-04	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	264 N K ST
098 -0253-008-01	MFR	A3	1	0.000	1,825	$0.00	$0.00	$459.89	$54.03	$513.92	$0.00	$0.00	$175.61	$0.00	$175.60	278 N K ST
098 -0253-009-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$521.63	$61.29	$582.92	$0.00	$0.00	$199.19	$0.00	$199.18	2177 CHESTNUT ST
098 -0253-010-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$521.63	$61.29	$582.92	$0.00	$0.00	$199.19	$0.00	$199.18	2183 CHESTNUT ST
098 -0253-011-00	MFR	A3	1	0.000	2,208	$0.00	$0.00	$556.41	$65.37	$621.78	$0.00	$0.00	$212.47	$0.00	$212.46	2121 CHESTNUT ST
098 -0253-012-00	MFR	A3	1	0.000	1,680	$0.00	$0.00	$423.35	$49.74	$473.09	$0.00	$0.00	$161.66	$0.00	$161.66	2147 CHESTNUT ST
098 -0260-006-04	COM	C2	1	0.000	960	$0.00	$0.00	$42.09	$4.95	$47.04	$0.00	$0.00	$16.07	$0.00	$16.06	2680 OLD 1ST ST
098 -0260-008-04	COM	C2	1	0.000	1,440	$0.00	$0.00	$63.14	$7.42	$70.56	$0.00	$0.00	$24.11	$0.00	$24.10	2620 OLD 1ST ST
098 -0260-009-06	COM	C1	1	0.000	2,967	$0.00	$378.25	$130.09	$15.29	$523.63	$0.00	$40.78	$49.67	$0.00	$90.44	2582 OLD 1ST ST
098 -0260-009-08	COM	C2	1	0.000	5,466	$0.00	$0.00	$239.65	$28.16	$267.81	$0.00	$0.00	$91.51	$0.00	$91.50	2602 OLD 1ST ST
098 -0260-010-02	COM	C1	1	0.000	2,720	$0.00	$346.76	$119.26	$14.01	$480.03	$0.00	$37.39	$45.54	$0.00	$82.92	2574 OLD 1ST ST
098 -0260-014-01	COM	C1	1	0.000	2,577	$0.00	$328.53	$112.99	$13.28	$454.80	$0.00	$35.42	$43.14	$0.00	$78.56	2560 OLD 1ST ST
098 -0260-015-01	COM	C1	1	0.000	7,655	$0.00	$975.90	$335.63	$39.44	$1,350.97	$0.00	$105.22	$128.16	$0.00	$233.38	2558 OLD 1ST ST
098 -0260-016-01	COM	C2	1	0.000	3,120	$0.00	$0.00	$136.79	$16.07	$152.86	$0.00	$0.00	$52.24	$0.00	$52.24	2456 RAILROAD AVE
098 -0260-016-02	COM	C2	1	0.000	2,699	$0.00	$0.00	$118.33	$13.91	$132.24	$0.00	$0.00	$45.19	$0.00	$45.18	2494 RAILROAD AVE
098 -0264-001-01	COM	C2	1	0.000	1,388	$0.00	$0.00	$60.86	$7.15	$68.01	$0.00	$0.00	$23.24	$0.00	$23.24	2730 1ST ST
098 -0275-002-06	COM	C1	1	60.000	1,984	$335.34	$252.93	$86.99	$10.22	$685.48	$36.16	$27.27	$33.22	$0.00	$96.64	2589 OLD 1ST ST
098 -0275-002-08	COM	C1	1	50.000	1,944	$279.45	$247.83	$85.23	$10.02	$622.53	$30.13	$26.72	$32.55	$0.00	$89.40	2589 OLD 1ST ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0275-003-00	COM	C1	1	82.860	720	$463.10	$91.79	$31.57	$3.71	$590.17	$49.93	$9.90	$12.05	$0.00	$71.88	2605 OLD 1ST ST
098 -0275-004-00	VCOM	C1	1	100.000	0	$558.90	$0.00	$0.00	$0.00	$558.90	$60.26	$0.00	$0.00	$0.00	$60.26	2617 OLD 1ST ST
098 -0275-005-00	COM	C1	1	60.000	2,100	$335.34	$267.72	$92.07	$10.82	$705.95	$36.16	$28.87	$35.16	$0.00	$100.18	2617 OLD 1ST ST
098 -0275-007-03	COM	C1	1	65.740	2,000	$367.42	$254.97	$87.69	$10.30	$720.38	$39.62	$27.49	$33.48	$0.00	$100.58	2677 OLD 1ST ST
098 -0275-008-04	COM	C1	1	84.630	10,214	$473.00	$1,302.13	$447.82	$52.62	$2,275.57	$51.00	$140.40	$171.00	$0.00	$362.40	2752 1ST ST
098 -0275-011-00	COM	C1	1	0.000	2,481	$0.00	$316.29	$108.78	$12.78	$437.85	$0.00	$34.10	$41.54	$0.00	$75.64	2787 OLD 1ST ST
098 -0275-012-00	COM	C1	1	0.000	5,262	$0.00	$670.83	$230.71	$27.11	$928.65	$0.00	$72.33	$88.10	$0.00	$160.42	2821 OLD 1ST ST
098 -0275-017-00	COM	C1	1	93.960	3,200	$525.14	$407.95	$140.30	$16.49	$1,089.88	$56.62	$43.99	$53.57	$0.00	$154.18	2653 OLD 1ST ST
098 -0281-002-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$87.69	$10.30	$97.99	$0.00	$0.00	$33.48	$0.00	$33.48	183 N LIVERMORE AVE
098 -0281-004-01	COM	A2	1	0.000	2,176	$0.00	$0.00	$95.40	$11.21	$106.61	$0.00	$0.00	$36.43	$0.00	$36.42	145 N LIVERMORE AVE
098 -0281-004-03	COM	A2	1	0.000	2,816	$0.00	$0.00	$123.46	$14.51	$137.97	$0.00	$0.00	$47.15	$0.00	$47.14	145 N LIVERMORE AVE
098 -0281-005-00	COM	A2	1	0.000	3,200	$0.00	$0.00	$140.30	$16.49	$156.79	$0.00	$0.00	$53.57	$0.00	$53.56	101 N LIVERMORE AVE
098 -0281-006-00	COM	A2	1	0.000	1,560	$0.00	$0.00	$68.40	$8.04	$76.44	$0.00	$0.00	$26.12	$0.00	$26.12	2160 RAILROAD AVE
098 -0281-007-00	COM	A2	1	0.000	3,046	$0.00	$0.00	$133.55	$15.69	$149.24	$0.00	$0.00	$51.00	$0.00	$51.00	2136 RAILROAD AVE
098 -0281-008-00	COM	A2	1	0.000	5,010	$0.00	$0.00	$219.66	$25.81	$245.47	$0.00	$0.00	$83.88	$0.00	$83.88	2120 RAILROAD AVE
098 -0282-002-01	COM	A2	1	0.000	5,175	$0.00	$0.00	$226.89	$26.66	$253.55	$0.00	$0.00	$86.64	$0.00	$86.64	116 N L ST
098 -0282-004-05	COM	A2	1	0.000	9,116	$0.00	$0.00	$399.68	$46.97	$446.65	$0.00	$0.00	$152.62	$0.00	$152.62	150 N L ST
098 -0282-007-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$87.69	$10.30	$97.99	$0.00	$0.00	$33.48	$0.00	$33.48	170 N L ST
098 -0282-008-00	COM	A2	1	0.000	4,760	$0.00	$0.00	$208.70	$24.52	$233.22	$0.00	$0.00	$79.69	$0.00	$79.68	181 N K ST
098 -0289-001-00	COM	A1	2	0.000	3,924	$0.00	$1,625.67	$172.04	$10.11	$1,807.82	$0.00	$1,625.67	$65.70	$0.00	$1,691.36	21 S LIVERMORE AVE
098 -0289-028-00	COM	A1	2	20.000	1,664	$935.92	$689.38	$72.96	$4.29	$1,702.55	$935.92	$689.38	$27.86	$0.00	$1,653.16	2038 1ST ST
098 -0290-001-11	COM	B2	1	0.000	37,912	$0.00	$0.00	$1,662.21	$195.32	$1,857.53	$0.00	$0.00	$634.72	$0.00	$634.72	1620 RAILROAD AVE
098 -0290-001-16	COM	B2	1	0.000	21,200	$0.00	$0.00	$929.49	$109.22	$1,038.71	$0.00	$0.00	$354.93	$0.00	$354.92	1784 RAILROAD AVE
098 -0290-002-07	COM	B2	1	0.000	20,100	$0.00	$0.00	$881.26	$103.56	$984.82	$0.00	$0.00	$336.51	$0.00	$336.50	1456 RAILROAD AVE
098 -0290-002-11	COM	B2	1	0.000	7,043	$0.00	$0.00	$308.79	$36.29	$345.08	$0.00	$0.00	$117.91	$0.00	$117.90	1344 RAILROAD AVE
098 -0290-002-15	COM	B2	1	0.000	66,816	$0.00	$0.00	$2,929.48	$344.24	$3,273.72	$0.00	$0.00	$1,118.63	$0.00	$1,118.62	1490 RAILROAD AVE
098 -0290-021-00	COM	B2	1	0.000	2,880	$0.00	$0.00	$126.27	$14.84	$141.11	$0.00	$0.00	$48.22	$0.00	$48.22	1114 E STANLEY BLVD
098 -0290-022-00	COM	B2	1	0.000	4,980	$0.00	$0.00	$218.34	$25.66	$244.00	$0.00	$0.00	$83.38	$0.00	$83.38	1116 E STANLEY BLVD
098 -0290-024-03	COM	B2	1	0.000	104,000	$0.00	$0.00	$4,559.78	$535.81	$5,095.59	$0.00	$0.00	$1,741.17	$0.00	$1,741.16	1088 E STANLEY BLVD
098 -0403-003-00	COM	B1	2	0.000	5,800	$0.00	$721.45	$254.30	$14.94	$990.69	$0.00	$36.85	$97.10	$0.00	$133.94	34 S P ST
098 -0403-006-01	COM	B1	2	0.000	3,350	$0.00	$416.70	$146.88	$8.63	$572.21	$0.00	$21.28	$56.09	$0.00	$77.36	41 S O ST
098 -0403-006-02	COM	B1	2	0.000	3,255	$0.00	$404.88	$142.71	$8.38	$555.97	$0.00	$20.68	$54.50	$0.00	$75.18	41 S O ST
098 -0403-012-00	COM	B1	2	140.020	4,200	$787.75	$522.43	$184.14	$10.82	$1,505.14	$40.23	$26.68	$70.32	$0.00	$137.22	76 S ST
098 -0403-019-00	COM	B1	2	770.050	144,058	$4,332.30	$17,919.09	$6,316.08	$371.09	$28,938.56	$221.27	$915.21	$2,411.82	$0.00	$3,548.30	1410 1ST ST
098 -0403-020-00	COM	B1	2	151.350	9,205	$851.50	$1,144.99	$403.58	$23.71	$2,423.78	$43.49	$58.48	$154.11	$0.00	$256.08	1334 1ST ST
098 -0403-021-00	COM	B1	2	236.950	15,580	$1,333.08	$1,937.97	$683.09	$40.13	$3,994.27	$68.09	$98.98	$260.84	$0.00	$427.90	1620 1ST ST
098 -0403-022-00	COM	B1	2	63.050	1,250	$354.72	$155.49	$54.81	$3.22	$568.24	$18.12	$7.94	$20.93	$0.00	$46.98	1620 1ST ST
098 -0405-001-00	COM	B1	2	0.000	12,640	$0.00	$1,572.26	$554.19	$32.56	$2,159.01	$0.00	$80.30	$211.62	$0.00	$291.92	1601 RAILROAD AVE
098 -0405-002-00	COM	B1	2	0.000	7,500	$0.00	$932.91	$328.83	$19.32	$1,281.06	$0.00	$47.65	$125.56	$0.00	$173.20	28 S P ST
098 -0405-003-00	MFR	B1	2	0.000	178,938	$0.00	$22,257.74	$45,091.66	$2,649.00	$69,998.40	$0.00	$1,136.80	$17,218.42	$0.00	$18,355.22	1809 RAILROAD AVE
098 -0407-001-00	COM	C1	1	128.690	6,521	$719.25	$831.33	$285.91	$33.60	$1,870.09	$77.55	$89.64	$109.17	$0.00	$276.36	RAILROAD AVE
098 -0407-011-00	OFF	A1	2	47.620	2,648	$2,228.43	$1,097.04	$166.02	$9.75	$3,501.24	$2,228.43	$1,097.04	$63.40	$0.00	$3,388.86	2250 1ST ST
098 -0407-012-00	COM	A1	2	0.000	4,980	$0.00	$2,063.16	$218.34	$12.83	$2,294.33	$0.00	$2,063.16	$83.38	$0.00	$2,146.54	56 S LIVERMORE AVE
098 -0407-023-00	COM	A1	2	99.660	34,567	$4,663.69	$14,320.76	$1,515.56	$89.04	$20,589.05	$4,663.69	$14,320.76	$578.72	$0.00	$19,563.16	2490 FIRST ST
098 -0407-024-00	COM	A1	2	167.200	24,409	$7,824.29	$10,112.40	$1,070.19	$62.88	$19,069.76	$7,824.29	$10,112.40	$408.66	$0.00	$18,345.34	2470 1ST ST
098 -0407-025-00	COM	A1	2	0.000	5,775	$0.00	$2,392.52	$253.20	$14.88	$2,660.60	$0.00	$2,392.52	$96.68	$0.00	$2,489.20	2375 RAILROAD AVE
098 -0407-027-00	COM	A1	2	224.280	45,640	$10,495.41	$18,908.20	$2,001.04	$117.57	$31,522.22	$10,495.41	$18,908.20	$764.10	$0.00	$30,167.70	2300 1ST ST
098 -0407-028-01	PUB	A1	2	0.000	33,845	$0.00	$14,021.65	$1,483.90	$87.18	$15,592.73	$0.00	$14,021.65	$566.63	$0.00	$14,588.28	2400 1ST ST
098 -0408-001-00	COM	B2	1	0.000	1,200	$0.00	$0.00	$52.61	$6.18	$58.79	$0.00	$0.00	$20.09	$0.00	$20.08	187 N L ST
098 -0408-002-00	COM	B2	1	0.000	1,400	$0.00	$0.00	$61.38	$7.21	$68.59	$0.00	$0.00	$23.44	$0.00	$23.44	1984 RAILROAD AVE
098 -0408-021-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1926 RAILROAD AVE UNIT 100
098 -0408-022-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1926 RAILROAD AVE UNIT 102
098 -0408-023-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1926 RAILROAD AVE UNIT 104
098 -0408-024-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1926 RAILROAD AVE UNIT 106
098 -0408-025-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1926 RAILROAD AVE UNIT 108
098 -0408-026-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1926 RAILROAD AVE UNIT 110
098 -0408-027-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1926 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0408-028-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1926 RAILROAD AVE UNIT 114
098 -0408-029-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1926 RAILROAD AVE UNIT 116
098 -0408-030-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1926 RAILROAD AVE UNIT 118
098 -0408-031-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1926 RAILROAD AVE UNIT 120
098 -0408-032-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1926 RAILROAD AVE UNIT 122
098 -0408-034-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1948 RAILROAD AVE UNIT 100
098 -0408-035-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1948 RAILROAD AVE UNIT 102
098 -0408-036-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1948 RAILROAD AVE UNIT 104
098 -0408-037-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1948 RAILROAD AVE UNIT 106
098 -0408-038-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1948 RAILROAD AVE UNIT 108
098 -0408-039-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1948 RAILROAD AVE UNIT 110
098 -0408-041-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	161 N L ST UNIT 101
098 -0408-042-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	161 N L ST UNIT 103
098 -0408-043-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	161 N L ST UNIT 105
098 -0408-044-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	161 N L ST UNIT 107
098 -0408-045-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	161 N L ST UNIT 109
098 -0408-046-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	161 N L ST UNIT 111
098 -0408-047-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	161 N L ST UNIT 113
098 -0408-048-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	161 N L ST UNIT 115
098 -0408-050-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1976 LOCOMOTIVE LN UNIT 10
098 -0408-051-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1976 LOCOMOTIVE LN UNIT 10
098 -0408-052-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1976 LOCOMOTIVE LN UNIT 10
098 -0408-053-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1976 LOCOMOTIVE LN UNIT 10
098 -0408-054-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1976 LOCOMOTIVE LN UNIT 10
098 -0408-055-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1976 LOCOMOTIVE LN UNIT 11
098 -0408-056-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1976 LOCOMOTIVE LN UNIT 11
098 -0408-058-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1930 DEPOT DR UNIT 114
098 -0408-059-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1930 DEPOT DR UNIT 112
098 -0408-060-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1930 DEPOT DR UNIT 110
098 -0408-061-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1930 DEPOT DR UNIT 108
098 -0408-062-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1930 DEPOT DR UNIT 106
098 -0408-063-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1930 DEPOT DR UNIT 104
098 -0408-064-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1930 DEPOT DR UNIT 102
098 -0408-065-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1930 DEPOT DR UNIT 100
098 -0408-067-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1921 DEPOT DR UNIT 101
098 -0408-068-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1921 DEPOT DR UNIT 103
098 -0408-069-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1921 DEPOT DR UNIT 105
098 -0408-070-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1921 DEPOT DR UNIT 107
098 -0408-071-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1921 DEPOT DR UNIT 109
098 -0408-072-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1921 DEPOT DR UNIT 111
098 -0408-073-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1921 DEPOT DR UNIT 113
098 -0408-074-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1921 DEPOT DR UNIT 115
098 -0408-076-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	153 GILLETTE PL UNIT 114
098 -0408-077-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	153 GILLETTE PL UNIT 112
098 -0408-078-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	153 GILLETTE PL UNIT 110
098 -0408-079-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	153 GILLETTE PL UNIT 108
098 -0408-080-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	153 GILLETTE PL UNIT 106
098 -0408-081-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	153 GILLETTE PL UNIT 104
098 -0408-082-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	153 GILLETTE PL UNIT 102
098 -0408-083-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	153 GILLETTE PL UNIT 100
098 -0408-121-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1832 RAILROAD AVE UNIT 100
098 -0408-122-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1832 RAILROAD AVE UNIT 102
098 -0408-123-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1832 RAILROAD AVE UNIT 104
098 -0408-124-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1832 RAILROAD AVE UNIT 106
098 -0408-125-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	1832 RAILROAD AVE UNIT 108
098 -0408-126-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	1832 RAILROAD AVE UNIT 110
098 -0408-127-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	1832 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0408-128-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	1832 RAILROAD AVE UNIT 114
098 -0408-129-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1832 RAILROAD AVE UNIT 116
098 -0408-130-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1832 RAILROAD AVE UNIT 118
098 -0408-132-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1874 RAILROAD AVE UNIT 100
098 -0408-133-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1874 RAILROAD AVE UNIT 102
098 -0408-134-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1874 RAILROAD AVE UNIT 104
098 -0408-135-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1874 RAILROAD AVE UNIT 106
098 -0408-136-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1874 RAILROAD AVE UNIT 108
098 -0408-137-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1874 RAILROAD AVE UNIT 110
098 -0408-138-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1874 RAILROAD AVE UNIT 112
098 -0408-139-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1874 RAILROAD AVE UNIT 114
098 -0408-140-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1874 RAILROAD AVE UNIT 116
098 -0408-141-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1874 RAILROAD AVE UNIT 118
098 -0408-142-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1874 RAILROAD AVE UNIT 120
098 -0408-148-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	170 N N ST UNIT 118
098 -0408-149-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	170 N N ST UNIT 116
098 -0408-150-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 114
098 -0408-151-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 112
098 -0408-152-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 110
098 -0408-153-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 108
098 -0408-154-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 106
098 -0408-155-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 104
098 -0408-156-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	170 N N ST UNIT 102
098 -0408-157-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	170 N N ST UNIT 100
098 -0408-159-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	162 ZEPHYR PL UNIT 100
098 -0408-160-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	162 ZEPHYR PL UNIT 102
098 -0408-161-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 104
098 -0408-162-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 106
098 -0408-163-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 108
098 -0408-164-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 110
098 -0408-165-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	162 ZEPHYR PL UNIT 112
098 -0408-166-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	162 ZEPHYR PL UNIT 114
098 -0408-168-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	157 ZEPHYR PL UNIT 115
098 -0408-169-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	157 ZEPHYR PL UNIT 113
098 -0408-170-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 111
098 -0408-171-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 109
098 -0408-172-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 107
098 -0408-173-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 105
098 -0408-174-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	157 ZEPHYR PL UNIT 103
098 -0408-175-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	157 ZEPHYR PL UNIT 101
098 -0408-177-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	168 GILLETTE PL UNIT 100
098 -0408-178-00	CON	B2	1	0.000	1,880	$0.00	$0.00	$473.75	$55.66	$529.41	$0.00	$0.00	$180.90	$0.00	$180.90	168 GILLETTE PL UNIT 102
098 -0408-179-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 104
098 -0408-180-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 106
098 -0408-181-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 108
098 -0408-182-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 110
098 -0408-183-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 112
098 -0408-184-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 114
098 -0408-185-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	168 GILLETTE PL UNIT 116
098 -0408-186-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	168 GILLETTE PL UNIT 118
098 -0409-001-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2704 HOLLINGBURY CMN
098 -0409-002-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2712 HOLLINGBURY CMN
098 -0409-003-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2718 HOLLINGBURY CMN
098 -0409-004-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2707 HOLLINGBURY CMN
098 -0409-005-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2713 HOLLINGBURY CMN
098 -0409-006-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2719 HOLLINGBURY CMN
098 -0409-007-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2776 PATCHAM CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0409-008-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2784 PATCHAM CMN
098 -0409-009-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2792 PATCHAM CMN
098 -0409-010-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2701 PATCHAM CMN
098 -0409-011-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2709 PATCHAM CMN
098 -0409-012-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2717 PATCHAM CMN
098 -0409-013-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2725 PATCHAM CMN
098 -0409-014-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2733 PATCHAM CMN
098 -0409-015-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2741 PATCHAM CMN
098 -0409-016-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2749 PATCHAM CMN
098 -0409-017-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2757 PATCHAM CMN
098 -0409-018-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2765 PATCHAM CMN
098 -0409-019-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2773 PATCHAM CMN
098 -0409-020-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2781 PATCHAM CMN
098 -0409-021-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2789 PATCHAM CMN
098 -0409-022-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2797 PATCHAM CMN
098 -0409-023-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2805 PATCHAM CMN
098 -0409-024-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2813 PATCHAM CMN
098 -0409-025-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2821 PATCHAM CMN
098 -0409-026-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2829 PATCHAM CMN
098 -0409-027-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2837 PATCHAM CMN
098 -0409-028-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2845 PATCHAM CMN
098 -0409-029-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2853 PATCHAM CMN
098 -0409-030-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2861 PATCHAM CMN
098 -0409-031-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2869 PATCHAM CMN
098 -0409-032-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2877 PATCHAM CMN
098 -0409-033-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2885 PATCHAM CMN
098 -0409-034-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2891 PATCHAM CMN
098 -0409-035-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2895 PATCHAM CMN
098 -0409-036-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2899 PATCHAM CMN
098 -0409-037-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2858 PATCHAM CMN
098 -0409-038-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2874 PATCHAM CMN
098 -0409-039-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2880 PATCHAM CMN
098 -0409-040-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2888 PATCHAM CMN
098 -0409-041-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2892 PATCHAM CMN
098 -0409-042-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2896 PATCHAM CMN
098 -0409-057-00	SFR	C1	1	0.000	1,825	$0.00	$232.66	$459.89	$54.03	$746.58	$0.00	$25.09	$175.61	$0.00	$200.70	2855 OLD 1ST ST
098 -0409-058-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-059-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-060-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-061-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-062-00	SFR	C1	1	0.000	1,929	$0.00	$245.92	$486.10	$57.11	$789.13	$0.00	$26.52	$185.62	$0.00	$212.14	2855 OLD 1ST ST
098 -0409-063-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-064-00	SFR	C1	1	0.000	1,916	$0.00	$244.26	$482.82	$56.73	$783.81	$0.00	$26.34	$184.37	$0.00	$210.70	2855 OLD 1ST ST
098 -0409-065-00	SFR	C1	1	0.000	1,916	$0.00	$244.26	$482.82	$56.73	$783.81	$0.00	$26.34	$184.37	$0.00	$210.70	2855 OLD 1ST ST
098 -0409-066-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-067-00	SFR	C1	1	0.000	1,929	$0.00	$245.92	$486.10	$57.11	$789.13	$0.00	$26.52	$185.62	$0.00	$212.14	2855 OLD 1ST ST
098 -0409-068-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-069-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-070-00	SFR	C1	1	0.000	1,825	$0.00	$232.66	$459.89	$54.03	$746.58	$0.00	$25.09	$175.61	$0.00	$200.70	2855 OLD 1ST ST
098 -0409-071-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-072-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-073-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0410-001-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2902 WORTHING CMN
098 -0410-002-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2904 WORTHING CMN
098 -0410-003-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2906 WORTHING CMN
098 -0410-004-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2908 WORTHING CMN
098 -0410-005-00	SFR	C1	1	8.084	2,013	$45.18	$256.63	$507.27	$59.60	$868.68	$4.87	$27.67	$193.70	$0.00	$226.24	2912 WORTHING CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0410-006-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2914 WORTHING CMN
098 -0410-007-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2916 WORTHING CMN
098 -0410-008-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2920 WORTHING CMN
098 -0410-009-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2922 WORTHING CMN
098 -0410-010-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2928 WORTHING CMN
098 -0410-011-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2934 WORTHING CMN
098 -0410-012-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2938 WORTHING CMN
098 -0410-013-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2946 WORTHING CMN
098 -0410-014-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2950 WORTHING CMN
098 -0410-015-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2954 WORTHING CMN
098 -0410-016-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2960 WORTHING CMN
098 -0410-017-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2968 WORTHING CMN
098 -0410-018-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2974 WORTHING CMN
098 -0410-019-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2980 WORTHING CMN
098 -0410-020-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2986 WORTHING CMN
098 -0410-021-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2992 WORTHING CMN
098 -0410-022-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2998 WORTHING CMN
098 -0410-023-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2999 WORTHING CMN
098 -0410-024-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2995 WORTHING CMN
098 -0410-025-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2991 WORTHING CMN
098 -0410-026-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2885 WORTHING CMN
098 -0410-027-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2977 PATCHAM CMN
098 -0410-028-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2973 PATCHAM CMN
098 -0410-030-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2951 PATCHAM CMN
098 -0410-031-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2945 PATCHAM CMN
098 -0410-032-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2937 PATCHAM CMN
098 -0410-033-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2929 PATCHAM CMN
098 -0410-034-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2921 PATCHAM CMN
098 -0410-035-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2915 PATCHAM CMN
098 -0410-036-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2907 PATCHAM CMN
098 -0410-037-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2910 PATCHAM CMN
098 -0410-038-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2918 PATCHAM CMN
098 -0410-039-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2924 PATCHAM CMN
098 -0410-040-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2932 PATCHAM CMN
098 -0410-041-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2940 PATCHAM CMN
098 -0410-042-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2948 PATCHAM CMN
098 -0410-043-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2956 PATCHAM CMN
098 -0410-044-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2951 WORTHING CMN
098 -0410-045-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2949 WORTHING CMN
098 -0410-046-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2943 WORTHING CMN
098 -0410-047-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2937 WORTHING CMN
098 -0410-048-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2735 OLD 1ST ST
098 -0410-049-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2925 WORTHING CMN
098 -0410-050-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2921 WORTHING CMN
098 -0410-061-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2959 PATCHAM CMN
098 -0410-062-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2967 PATCHAM CMN
098 -0410-063-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2961 PATCHAM CMN
098 -0410-070-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3000 WORTHING CMN
098 -0410-071-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3004 WORTHING CMN
098 -0410-072-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3008 WORTHING CMN
098 -0410-073-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	3012 WORTHING CMN
098 -0410-074-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	3015 WORTHING CMN
098 -0410-075-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	3009 WORTHING CMN
098 -0410-076-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3007 WORTHING CMN
098 -0410-077-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3005 WORTHING CMN
098 -0410-078-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	3003 WORTHING CMN
098 -0410-079-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3001 WORTHING CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0412-014-00	SFR	B3	1	0.000	1,694	$0.00	$0.00	$426.88	$50.16	$477.04	$0.00	$0.00	$163.01	$0.00	$163.00	1681 CHESTNUT ST
098 -0412-015-00	SFR	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1683 CHESTNUT ST
098 -0412-016-00	SFR	B3	1	0.000	1,694	$0.00	$0.00	$426.88	$50.16	$477.04	$0.00	$0.00	$163.01	$0.00	$163.00	1687 CHESTNUT ST
098 -0412-017-00	SFR	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1685 CHESTNUT ST
098 -0412-018-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1715 CHESTNUT ST
098 -0412-019-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1718 PEDROZZI CMN
098 -0412-020-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1716 PEDROZZI CMN
098 -0412-021-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1714 PEDROZZI CMN
098 -0412-022-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1727 CHESTNUT ST
098 -0412-023-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1735 PEDROZZI CMN
098 -0412-024-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1733 PEDROZZI CMN
098 -0412-025-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1731 PEDROZZI CMN
098 -0412-026-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1757 CHESTNUT ST
098 -0412-027-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1758 PEDROZZI CMN
098 -0412-028-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1756 PEDROZZI CMN
098 -0412-029-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1754 PEDROZZI CMN
098 -0412-030-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1767 CHESTNUT ST
098 -0412-031-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	249 N N ST
098 -0412-032-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	247 N N ST
098 -0412-033-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	245 N N ST
098 -0412-047-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1727 PEDROZZI CMN
098 -0412-048-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1725 PEDROZZI CMN
098 -0412-049-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1723 PEDROZZI CMN
098 -0412-050-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1721 PEDROZZI CMN
098 -0412-051-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1719 PEDROZZI CMN
098 -0412-052-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1702 PEDROZZI CMN
098 -0412-053-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1704 PEDROZZI CMN
098 -0412-054-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1706 PEDROZZI CMN
098 -0412-055-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1708 PEDROZZI CMN
098 -0412-056-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1710 PEDROZZI CMN
098 -0412-057-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1712 PEDROZZI CMN
098 -0413-001-00	COM	B1	2	300.000	11,584	$1,687.80	$1,440.91	$507.89	$29.84	$3,666.44	$86.20	$73.59	$193.94	$0.00	$353.72	1934 1ST ST
098 -0413-001-00	MFR	B1	2	0.000	265,499	$0.00	$33,024.89	$66,904.69	$3,930.45	$103,860.03	$0.00	$1,686.73	$25,547.80	$0.00	$27,234.52	1934 1ST ST
099 -0175-021-01	COM	B2	1	0.000	16,382	$0.00	$0.00	$718.25	$84.40	$802.65	$0.00	$0.00	$274.27	$0.00	$274.26	1002 E STANLEY BLVD
099 -0175-022-01	COM	B2	1	0.000	984	$0.00	$0.00	$43.14	$5.07	$48.21	$0.00	$0.00	$16.47	$0.00	$16.46	E STANLEY BLVD
				9810.096	2,951,826	$163,343.36	$337,413.71	$420,771.44	$35,617.40	$957,145.91	$126,053.07	$185,777.96	$160,673.32	$0.00	$472,501.16	

* The FY 2023-24 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 2023-24

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 2023-24

The undersigned respectfully submits the enclosed report as directed by City Council of the City of Livermore.

DATE: 6/2/23

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 5th day of June, 2023.

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 26th day of June 2023.

BY: _____

MARIE WEBER, City Clerk
City of Livermore, Alameda County,
California

LIVERMORE
CALIFORNIA

TABLE OF CONTENTS

I. DISTRICTS WITH ENDURING CAPS

II. DISTRICTS WITH MAX CAPS

III. PRE-PROPOSITION 218 DISTRICTS

IV. DOWNTOWN LANDSCAPE MAINTENANCE DISTRICT

APPENDIX A: COST SUMMARY SHEETS FOR ALL DISTRICTS

APPENDIX B: ACCOUNTING SUMMARY SHEETS FOR ALL DISTRICTS

SECTION I

Districts with Enduring Caps

LIVERMORE
CALIFORNIA

I. DISTRICTS WITH AN ENDURING CAP

ANNEXATION NO. 1989-1
ANNEXATION NO. 1989-2
ANNEXATION NO. 1989-4
ANNEXATION NO. 1990-2
ANNEXATION NO. 1992-0
ANNEXATION NO. 1992-1
ANNEXATION NO. 1994-1
ANNEXATION NO. 1994-2
ANNEXATION NO. 1994-3
ANNEXATION NO. 1994-4
ANNEXATION NO. 1994-6
ANNEXATION NO. 1994-7
ANNEXATION NO. 1994-8
ANNEXATION NO. 1995-1
ANNEXATION NO. 1995-2
ANNEXATION NO. 1995-4
ANNEXATION NO. 1995-6
ANNEXATION NO. 1995-7
ANNEXATION NO. 1996-1
ANNEXATION NO. 1996-2
ANNEXATION NO. 1996-3
ANNEXATION NO. 1996-5
ANNEXATION NO. 1996-6
ANNEXATION NO. 1996-7
ANNEXATION NO. 1996-8
ANNEXATION NO. 1996-9
ANNEXATION NO. 1997-2
ANNEXATION NO. 1997-3
ANNEXATION NO. 1997-4
ANNEXATION NO. 1997-5

MAINTENANCE DISTRICT NO. LL-801
MAINTENANCE DISTRICT NO. LL-802
MAINTENANCE DISTRICT NO. LL-803
MAINTENANCE DISTRICT NO. LL-804
MAINTENANCE DISTRICT NO. LL-806
MAINTENANCE DISTRICT NO. LL-807
MAINTENANCE DISTRICT NO. LL-808
MAINTENANCE DISTRICT NO. LL-810
MAINTENANCE DISTRICT NO. LL-811
MAINTENANCE DISTRICT NO. LL-814
MAINTENANCE DISTRICT NO. LL-823
MAINTENANCE DISTRICT NO. LL-833
MAINTENANCE DISTRICT NO. LL-845

MAINTENANCE DISTRICT NO. LL-846
MAINTENANCE DISTRICT NO. LL-847
MAINTENANCE DISTRICT NO. LL-848
MAINTENANCE DISTRICT NO. LL-849
MAINTENANCE DISTRICT NO. LL-851
MAINTENANCE DISTRICT NO. LL-852
MAINTENANCE DISTRICT NO. LL-854
MAINTENANCE DISTRICT NO. LL-855
MAINTENANCE DISTRICT NO. LL-857
MAINTENANCE DISTRICT NO. LL-858
MAINTENANCE DISTRICT NO. LL-859
MAINTENANCE DISTRICT NO. LL-860
MAINTENANCE DISTRICT NO. LL-861
MAINTENANCE DISTRICT NO. LL-862
MAINTENANCE DISTRICT NO. LL-863

TABLE OF CONTENTS

I. OVERVIEW

A. Introduction
B. Proposition 218
C. General Description of the Improvements and Benefits
D. Changes to the Districts with an Enduring Cap

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 2023-2024 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting summary for Fiscal Year 2022-2023

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
Annexation No. 1992-0	Portola Glen	6177, 6347, 5645 (Por)n
Annexation No. 1992-1	Scenic Arroyo Estates	6202
Annexation No. 1994-1	Danbury	6155
Annexation No. 1994-2	Portola Meadows	6522, 6610
Annexation No. 1994-3	California Promenade I	6652
Annexation No. 1994-4	Windmill Springs	5958, 6628
Annexation No. 1994-6	California Nugget I*	6741
Annexation No. 1994-7	Rincon Estates	6426
Annexation No. 1994-8	Hallmark Collection	6742
Annexation No. 1995-1	Orchard Business Park	5406, 6068
Annexation No. 1995-2	Sandhurst	5866, 6416, 6711, 6712
Annexation No. 1995-4	Airport Business Park I	6720
Annexation No. 1995-6	Alden Estates	6073
Annexation No. 1995-7	Scenic Links	6687, 6757
Annexation No. 1996-1	Portola Collection	6755
Annexation No. 1996-2	Altamont I*	6751

Annexation/District No.	*Annexation/District Name*	*Tract*
Annexation No. 1996-3	Beck-Concannon Blvd/Murdell Lane	6054
Annexation No. 1996-5	Sterling Reserve I	6387
Annexation No. 1996-6	Sterling Reserve 2	6208
Annexation No. 1996-7	Devon Place	6801
Annexation No. 1996-8	Maralisa I	6433
Annexation No. 1996-9	California Ranch	6840
Annexation No. 1997-2	California Mountain View I	6846
Annexation No. 1997-3	California Mountain View II	6847
Annexation No. 1997-4	National Drive	6783
Annexation No. 1997-5	Dover	6688
Maintenance District No. LL-801	Mt. Day	6537
Maintenance District No. LL-802	Lomitas/Ryan	6150, 6760
Maintenance District No. LL-803	Ridgecrest Estates	6807
Maintenance District No. LL-804	Sonterra	6811, 6812
Maintenance District No. LL-806	Saddleback	6886
Maintenance District No. LL-807	Altamar	6776
Maintenance District No. LL-808	Meadows	6903
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 2023-2024 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 properties such as 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 2023-2024 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 2023-2024.

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 special 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

Part B – Definitions

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Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting Summary Fiscal Year 2022-2023

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 stre

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 2023-2024 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 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 is 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) or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel.

Please refer to the Fiscal Year 2023-2024 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 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
801	Mt. Day	622.40	585.50	622.40
802	Lomitas/Ryan	134.55	126.57	134.55
803	Ridgecrest	967.22	909.88	967.22
804	Sonterra	836.40	464.57	493.85
806	Saddleback	504.94	475.00	504.94
807	Altamar	580.36	416.68	442.94
808	Meadows	699.43	510.05	542.20
810	Contractor's Place T-7090	798.56	725.75	771.49
811	Altamont #2	676.21	578.08	614.51
814	Maralisa II	223.20	209.97	223.20
823	Dunsmuir	1,330.88	710.46	755.24
833	Creekside	371.64	277.98	295.50
845	Alden Lane Estates	1033.51	869.62	924.43
846	Rosegate	502.24	143.45	152.38
847	Creekside Villas	174.76	40.99	43.57
848	Scenic 7 Hills	1,355.28	1078.05	1145.99
849	Habitat for Humanity	671.03	324.31	344.75
851	L St. Traffic Calming	288.90	38.08	40.48
852	Vineyard Gate 2	3,292.28	1,422.92	1,512.60
854	Northbrook Homes-The Grove	1,777.83	1,179.10	1,253.41
855	Oaks Business Park	2,772.08	595.13	632.64
857	Shea Center	533.87	95.67	101.70
858	Arroyo Crossings	1,714.66	318.82	338.91
860	Orchid Place	4,603.07	1,685.89	1792.14
861	Kohls	2647.76	764.46	812.64
862	Magnolia Place	569.64	160.29	170.39
863	The Vines	663.95	354.89	377.26
1989-1	Autumn Valley	239.15	224.97	239.15
1989-2	Stratford	489.08	366.42	389.51
1989-4	Amber Ridge	527.10	495.85	527.10
1990-2	Monticello	540.83	508.77	540.83
1992-0	Portola Glen	1077.33	1012.13	1075.92
1992-1	Scenic Arroyo Estates	300.22	223.20	237.27
1994-1	Danbury	225.56	212.19	225.56
1994-2	Portola Meadows	305.17	247.23	262.81
1994-3	California Promenade I	429.34	352.80	375.03
1994-4	Windmill Springs	183.99	154.65	164.40
1994-6	California Nugget I	872.70	820.96	872.70
1994-7	Rincon Estates	77.98	62.97	66.94
1994-8	Hallmark Collection	170.77	142.61	151.60
1995-1	Orchard Business Park	237.99	216.29	229.92
1995-2	Sandhurst	264.69	177.07	188.23
1995-4	Airport Business # 1	2,234.80	919.00	976.92

District No.	District Name	Maximum Assessment FY 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
1995-6	Alden Estates	640.28	602.32	640.28
1995-7	Scenic Links	278.67	137.30	145.95
1996-1	Portola Collection	491.31	346.80	368.66
1996-2	Altamont #1	886.09	318.17	338.22
1996-3	Beck - Concannon Blvd/Murdell Lane	725.84	682.81	725.84
1996-5	Sterling Reserve 1	378.49	306.61	325.93
1996-6	Sterling Reserve 2	371.62	349.59	371.62
1996-7	Devon Place T-6801	1,644.61	1252.62	1252.62
1996-8	Maralisa I	334.71	314.87	334.71
1996-9	California Ranch	152.75	143.69	152.75
1997-2	California Mountain View - 1	122.55	110.75	117.73
1997-3	California Mountain View - 2	109.42	89.56	95.20
1997-4	National Drive	109.82	70.66	75.11
1997-5	Dover	709.23	443.41	471.36

* See Section IV of this Report for information regarding the Downtown Landscape Maintenance District, LL-859.

COST SUMMARY SHEETS FOR ENDURING CAPDISTRICTS

FISCAL YEAR 2023-24

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 2023-24 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 the Fiscal Year 2023-24 cost estimates is attached. The actual expenditures for the period beginning July 1, 2022, through December 31, 2022, were used as the basis when developing the cost estimates, and the revenue projections for Fiscal Year 2023-24 were based off the amount placed on the tax roll in the prior year and escalated as appropriate.

ACCOUNTING SUMMARY SHEETS

FOR FISCAL YEAR 2022-23

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 2023-24

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

TABLE OF CONTENTS

I. OVERVIEW

A. Introduction
B. Proposition 218
C. General Description of the Improvements and Benefits
D. Changes to Districts with a Maximum Cap

II. DESCRIPTION OF EACH DISTRICT

Part A – Plans and Specifications

Part B – Definitions

Part C – Method of Apportionment

Part D – Proposed Assessments & 2023-2024 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting Summary for Fiscal Year 2022-2023

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
Maintenance District No. LL-820	Arroyo Road/Lomitas Avenue	7020
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 2023-2024 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 properties such as 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 2023-2024 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 2023-2024.

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 2023-2024 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting Summary for Fiscal Year 2022-2023

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 2023-2024 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 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 Districts.

Irrigation Water – The cost of water used for irrigating the landscaping improvements of the Districts.

Electrical – The cost of electricity used to run 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 Districts.

Equipment Purchase Repayment – One eighth of each 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 District.

Program Administration – Direct and overhead costs of the City related to the administration of the 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 to be assessed within the 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 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 District over and above general benefit conferred upon the real property within each District 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 residents of the Districts.

To apportion the estimated costs of an Annexation/District during any fiscal year, each of the parcels within the Annexation/District is 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) or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel or unit.

Please refer to the Fiscal Year 2023-2024 Estimate of Costs Sheets for total assessment amount and the total number of parcels within each District.

D. Proposed Assessments For Fiscal Year 2023-2024

District No.	District Name	Maximum Assessment FY 2023-2024 ($)	Current Assessment FY 2022-2023 ($)	Proposed Assessment FY 2023-2024 ($)
805	The Greens, Tournament	1,127.15	504.71	531.47
809	Capistrano	488.77	62.68	66.00
813	Vintage Collection	1,500.17	1,118.32	1,177.62
815	Bluffs	611.10	580.33	611.10
817	Lomitas/Evans	1,587.45	966.11	1017.34
818	Airport Business Park Site #2	2,379.63	1,665.92	1,754.25
819	Vintner Place	1,729.84	885.05	931.98
820	Arroyo Road/Lomitas Avenue	2,353.86	1,279.97	1,347.84
821	Shea Business Center	503.32	241.85	254.67
822	Prima	315.71	299.81	315.71
824	Vintner Estates	2,466.45	1,104.28	1,162.83
826	Park Lane	561.77	533.48	561.77
827	Kristopher Ranch	636.06	382.84	403.14
828	Scenic Meadows	276.83	108.42	114.17
829	Larry's Place	3,138.94	1,969.46	2,073.89
830	Vinsanto	551.98	254.04	267.51
831	Sevillano	1,094.61	1,039.49	1,094.61
832	California Nugget II	696.34	661.28	696.34
835	Ashford Renaissance	1,972.19	1,111.71	1,170.66
836	Legacy	3,713.82	1,557.45	1,640.03
837	Los Olivos	1,172.52	1,113.48	1,172.52
838	Ponderosa - Legacy	1,582.57	1,066.97	1,123.54
839	Reserves	283.38	269.11	283.38
840	Birchwood	495.94	192.26	202.45
841	Vineyard Gates I	1022.54	971.05	1022.54
842	Lennox	3,142.09	871.57	917.78
843	Parkside Tiffany Collection	2,249.24	2,067.61	2,177.24
844	Cornerstone	296.99	282.04	296.99
850	Arroyo Plaza II	1048.07	408.82	430.50
853	Ladera Estates	4,329.32	2,040.03	2,148.20

COST SUMMARY SHEETS FOR MAXIMUM CAP DISTRICTS

FISCAL YEAR 2023-2024

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 2023-2024 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, 2022 through June 30, 2023 is attached. The expenditures and revenue summaries include actual expenditures through December 31, 2022 with projected expenditures through June 30, 2023. Revenue projections are based on the amount that was placed on the tax rolls for Fiscal Year 2022-2023.

ACCOUNTING SUMMARY SHEETS

FOR FISCAL YEAR 2022–2023

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 2023-2024

ANNEXATION NO. 1990-1

ANNEXATION NO. 1993-1

ANNEXATION NO. 1993-2

ANNEXATION NO. 1995-3

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

TABLE OF CONTENTS

I. OVERVIEW

A. Introduction
B. Proposition 218
C. General Description of the Improvements and Benefits
D. Changes to the Maintenance Districts & Annexations

II. DESCRIPTION OF EACH ANNEXATION/DISTRICT

Part A – Plans and Specifications

Part B – Definitions

Part C – Method of Apportionment

Part D – Proposed Assessments & Fiscal Year 2023-2024 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting Summary Fiscal Year 2022-23

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 2023-2024 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 2023-2024 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 2023-2024.

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 2023-2024 Estimate of Costs Summary Sheets

Part E – Assessment Diagrams

Part F – Fiscal Year 2023-2024 Assessment Roll

Part G – Accounting Summary Fiscal Year 2022-23

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 2023-24 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 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 along with materials 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 run the irrigation controllers and lighting.

Phone Line – 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's/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 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 District.

FY – Fiscal Year SF – Square Foot 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 each Annexation/District, 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 residents 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 is 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) or acres (if commercial) within the Annexation/District to determine the annual assessment amount per parcel.

Refer to the Fiscal Year 2023-2024 Estimate of Costs Sheets for total assessment amount and the total number of parcels within each Annexation/District

D. Proposed Assessments For Fiscal Year 2023-24

District Number	District Name	Maximum Assessment FY 2023-24 ($)	Current Assessment FY 2022-23 ($)	Proposed Assessment FY 2023-24 ($)
1990-1	Silver Oaks	359.47	341.37	359.47
1993-1	Tapestry	415.75	394.82	415.75
1993-2	Walmart	101.43	40.38	42.52
1995-3	Jack London Place	134.26	127.50	134.26

COST SUMMARY SHEETS FOR

FISCAL YEAR 2023–2024

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 2023-2024 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, 2022 through June 30, 2023 is attached. The expenditures and revenue summaries include actual expenditures through December 31, 2022 with projected expenditures through June 30, 2023. Revenue projections are based on the amount that was placed on the tax rolls for Fiscal Year 2022-2023.

ACCOUNTING SUMMARY SHEETS FOR

FISCAL YEAR 2022–2023

PLEASE SEE APPENDIX B
FOR ALL ACCOUNTING SUMMARY SHEETS

PRELIMINARY ENGINEER'S REPORT FOR

CITY OF LIVERMORE

MAINTENANCE DISTRICT NO. LL-859

Fiscal Year 2023-24

City of Livermore
Alameda County, California

May 22, 2023

TABLE OF CONTENTS

Page No.

Section I – Introduction 1

Section II – Engineer's Report 3

Part A – Plans and Specifications 5

Part B – Estimate of Cost 6
Table No. 1A: FY 2023-24 Estimate of Cost Summary 6
Table No. 1B: FY 2023-24 Estimate of Cost Summary (Continued) 7

Part C – Assessment District Diagram 8

Part D – Method of Apportionment of Assessments 9
Table No. 2: Streetscape Maintenance Cost Allocations 11
Table No. 3: Benefit Zone "A-1" – Total Streetscape Allocation of Costs 12
Table No. 4: Benefit Zone "B-1" – Total Streetscape Allocation of Costs 12
Table No. 5: Benefit Zone "C-1" – Total Streetscape Allocation of Costs 13
Table No. 6: Parks, Plazas, and Trails Maintenance Cost Allocations 14
Table No. 7: Service Population 15
Table No. 8: Adjusted Service Population 15
Table No. 9: Parks and Plazas Allocation of Costs 16
Table No. 10: Trails Allocation of Costs 16
Table No. 11: Streetscape Imp. – Maximum & FY 2023-24 Assessments 17
Table No. 12: Park and Plaza Imp. – Maximum & FY 2023-24 Assessments 18
Table No. 13: Trail Imp. – Maximum & FY 2023-24 Assessments 18

Part E – Property Owner List & Assessment Roll 20

Appendix A – Improvement Location Map A-1

Appendix B – Assessment District Diagram B-1

Appendix C – Assessment Roll & Maximum Assessment per Parcel C-1

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 (FY) 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, the 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 the 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 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 2023-24

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 10, 2023, 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 2023-24, 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 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 2023-24 dollars) are shown below in Table No. 1A. In addition, the table shows the proposed Fiscal Year 2023-24 annual maintenance costs based upon facilities currently or proposed to be constructed in Fiscal Year 2023-24 along with the percentages of special benefit and general benefit for each facility.

Table No. 1A - FY 2023-24 Estimate of Cost Summary (in FY 2023-24 dollars)

Improvement Description	Estimated Annual Capital Replacement Costs [1]	Estimated Maximum Annual Maintenance Costs [2]	Estimated FY 2023-24 Actual Maintenance Costs	Special Benefit Percentage of FY 2023-24 Maint. Costs	Special Benefit Allocation of FY 2023-24 Maint. Costs	General Benefit Percentage of FY 2023-24 Maint. Costs	General Benefit Allocation of FY 2023-24 Maint. Costs
1st Street Streetscape (L to Maple)	$198,803	$548,762	$576,359	90.00%	$518,723	10.00%	$57,636
1st Street Streetscape (Stanley to L St.)	$42,409	$105,544	$7,344	90.00%	$6,609	10.00%	$734
1st Street Streetscape (Maple to Inman)	$32,033	$78,326	$8,880	90.00%	$7,992	10.00%	$888
Flag Pole Plaza & Lizzy Fountain	$45,922	$176,387	$72,026	60.00%	$43,216	40.00%	$28,810
Shea, Stockmen's & Livermorium Parks	$34,447	$269,597	$84,998	60.00%	$50,999	40.00%	$33,999
Carnegie, Brickyard & Hansen Parks	$16,271	$180,662	$110,764	60.00%	$66,459	40.00%	$44,306
Pocket Parks [3]	$47,851	$445,463	$0	90.00%	$0	10.00%	$0
Trails	$186,974	$65,587	$0	47.00%	$0	53.00%	$0
Total Estimated Annual Cost	**$604,709**	**$1,870,326**	**$860,371**		**$693,997**		**$166,374**

[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 2023-24 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 2023-24 estimated maintenance costs.

Table No. 1B - FY 2023-24 Estimate of Cost Summary (Continued)
(in FY 2023-24 dollars)

Improvement Description	Max. FY 2023-24 Assessment Revenue That Can Be Assessed [1]	FY 2023-24 Assessment Revenue [2]	FY 2023-24 General Benefit Required Contribution [3]	FY 2023-24 Supplemental Contribution by the City [4]	FY 2023-24 Estimated Annual Maintenance Costs
1st Street Streetscape (L to Maple)	$297,230	$297,230	$57,636	$221,493	$576,359
1st Street Streetscape (Stanley to L St.)	$129,402	$6,609	$734	$0	$7,344
1st Street Streetscape (Maple to Inman)	$74,125	$7,992	$888	$0	$8,880
Flag Pole Plaza & Lizzy Fountain	$111,814	$43,216	$28,810	$0	$72,026
Shea, Stockmen's & Livermorium Parks	$170,901	$50,999	$33,999	$0	$84,998
Carnegie, Brickyard & Hansen Parks	$114,524	$66,459	$44,306	$0	$110,764
Pocket Parks	$23,532	$0	$0	$0	$0
Trails	$35,617	$0	$0	$0	$0
Total Estimated Annual Cost	**$957,146**	**$472,505**	**$166,374**	**$221,493**	**$860,371**

[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 $166,374 which covers the estimated general benefits received by properties inside or outside the boundaries of the district.

[4] The City's supplemental contribution of $221,493 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 at the time of formation 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")	$548,762	10.00%	$54,876	$493,885
Streetscape (Zone "B-1")	$105,544	10.00%	$10,554	$94,990
Streetscape (Zone "C-1")	$78,326	10.00%	$7,833	$70,493
Total	**$732,631**		**$73,263**	**$659,368**

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	$123,471	$46.80
Area A-1 (Res)	407,789	$168,943	$0.414290
Area A-1 (Commercial)	467,173	$193,545	$0.414290
Area A-1 (Office)	19,133	$7,927	$0.414290
Subtotal	894,095	$370,414	
Total Revenue		**$493,885**	

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	$23,747	$5.63
Area B-1 (Res)	193,778	$24,104	$0.124388
Area B-1 (Commercial)	370,598	$46,098	$0.124388
Area B-1 (Office)	8,368	$1,041	$0.124388
Subtotal	572,744	$71,242	
Total Revenue		**$94,990**	

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	$17,623	$5.59
Area C-1 (Res)	323,991	$41,304	$0.127485
Area C-1 (Commercial)	90,723	$11,566	$0.127485
Area C-1 (Office)	0	$0	$0.127485
Subtotal	414,714	$52,870	
Total Revenue		**$70,493**	

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 $46.80/ft.	= $2,339.50
Improved Sq. Ft Assmt. =	2,500 sq. ft. x $.414290/sq. ft.	= $1,035.73
	Total:	$3,375.23

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	$176,387	40.00%	$70,555	60.00%	$105,832
Shea, Stockmen's, & Livermorium Parks	$269,597	40.00%	$107,839	60.00%	$161,758
Carnegie, Brickyard & Hansen Parks	$180,662	40.00%	$72,265	60.00%	$108,397
Pocket Parks [1]	$445,463	10.00%	$44,546	90.00%	$400,917
Trails	$65,587	53.00%	$34,761	47.00%	$30,826
Total	**$1,137,695**		**$329,965**		**$807,730**

[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 in Table No. 8 below.

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 on the following page 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	$324,028	$0.251996
Commercial	1,593,363	3,187	605	$69,860	$0.043844
Office	69,747	199	38	$4,373	$0.062698
Total	**2,948,951**	**6,195**	**3,452**	**$398,260**	

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 $.043844/sq. ft. = $109.61
Total: $109.61

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 on 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 in Table No. 10 below at the time of formation, along with the annual maximum rates for the upcoming fiscal year.

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	$12,420	$0.029608
Commercial - Zone 1	473,374	947	180	1.00	180	$2,439	$0.005152
Office Zone - 1	0	0	0	1.00	0	$0	$0.007366
Residential (724 units) - Zone 2	866,356	1,892	1,892	0.50	946	$12,825	$0.014804
Commercial - Zone 2	1,119,989	2,240	426	0.50	213	$2,885	$0.002576
Office Zone - 2	69,747	199	38	0.50	19	$257	$0.003683
Total	**2,948,951**	**6,195**	**3,452**		**2,274**	**$30,826**	

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 $.005152/sq. ft.	= $12.88
	Total:	$12.88

Maximum Fiscal Year 2023-24 Assessment Rates and Actual Fiscal Year 2023-24 Assessment Rates

The maximum Fiscal Year 2023-24 and proposed Fiscal Year 2023-24 assessment rates shown below for each improvement type are in Fiscal Year 2023-24 dollars. Each fiscal year the maximum assessment rates shown may be increased based upon the prior year's change in the Consumer Price Index (CPI) - 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 2023 CPI Index is 331.875 which equates to an 80.89% increase in rates since February 2006.

The Maximum and Fiscal Year 2023-24 assessment rates for the streetscape improvements are shown below in Table No. 11:

Table No. 11 - Streetscape Improvements
Maximum & FY 2023-24 Assessments (in FY 2023-24 Dollars)
Based on Actual/Current Sq. Ft.

Benefit Zone	Maximum Assessment per Front Foot	FY 2023-24 Assessment per Front Foot	Maximum Assessment per Imp. Sq. Ft.	FY 2023-24 Assessment per Imp. Sq. Ft.
A-1	$46.796	$46.796	$0.414290	$0.414290
B-1	$5.626	$0.287	$0.124388	$0.006353
C-1	$5.589	$0.603	$0.127485	$0.013746

The Maximum and Fiscal Year 2023-24 assessment rates for the park and plaza improvements are shown below in Table No. 12:

Table No. 12 - Park and Plaza Improvements
Maximum & FY 2023-24 Assessments (in FY 2023-24 Dollars)
Based on Actual/Current Sq. Ft.

Property Classification	Maximum Assessment per Imp. Sq. Ft.	FY 2023-24 Assessment per Imp. Sq. Ft.
Residential	$0.251996	$0.096226
Commercial	$0.043844	$0.016742
Office	$0.062698	$0.023941

The Maximum and Fiscal Year 2023-24 assessment rates for the trail improvements are shown below in Table No. 13:

Table No. 13 - Trail Improvements
Maximum & FY 2023-24 Assessments (in FY 2023-24 Dollars)
Based on Actual/Current Sq. Ft.

Property Classification	Maximum Assessment per Imp. Sq. Ft.	FY 2023-24 Assessment per Imp. Sq. Ft.
Residential - Zone 1	$0.029608	$0.000000
Commercial - Zone 1	$0.005152	$0.000000
Office - Zone 1	$0.007366	$0.000000
Residential - Zone 2	$0.014804	$0.000000
Commercial - Zone 2	$0.002576	$0.000000
Office - Zone 2	$0.003683	$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 2023-24 Assessment Roll in Appendix C of this report.

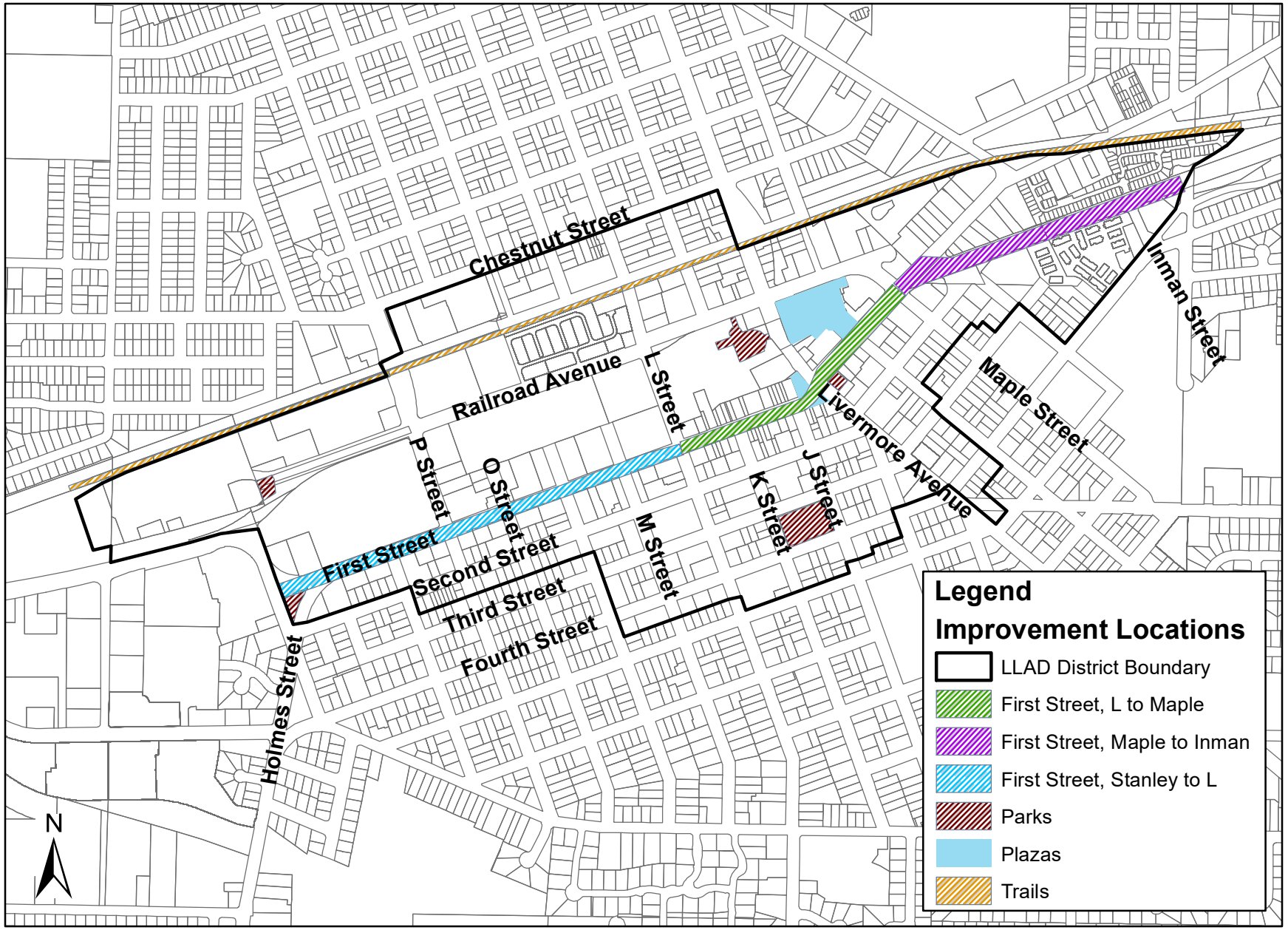
The total proposed assessment for Fiscal Year 2023-24 is $472,501.16. This amount differs slightly from the assessment revenue amount shown in Table 1 because the County only accepts assessment levies in even pennies so that the property tax bill can be split equally into two (2) installments.

APPENDIX A

IMPROVEMENT LOCATION MAP

City of Livermore
Maintenance District No. LL-859
Improvement Location Map

EXHIBIT C

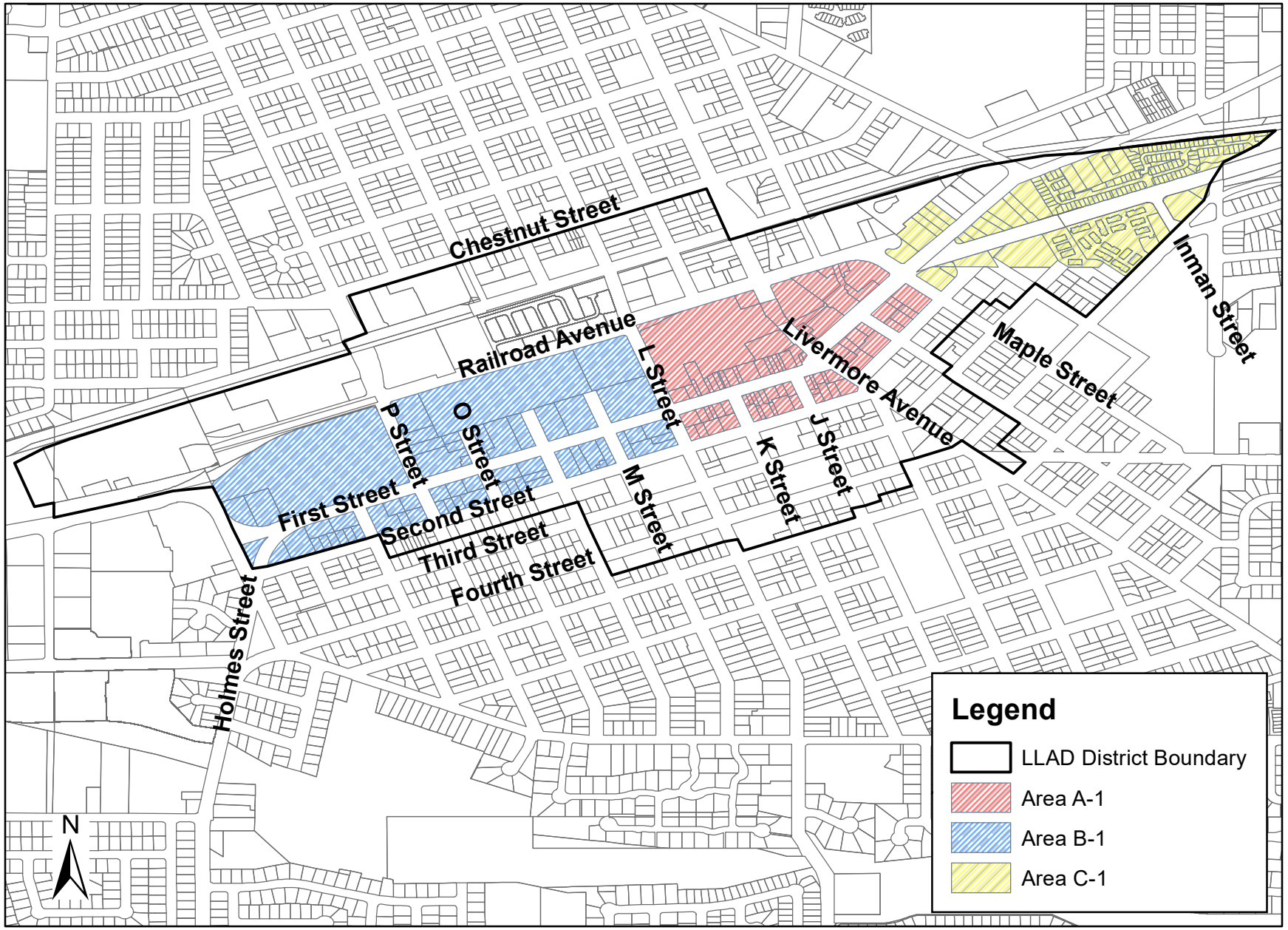


APPENDIX B

ASSESSMENT DISTRICT DIAGRAM

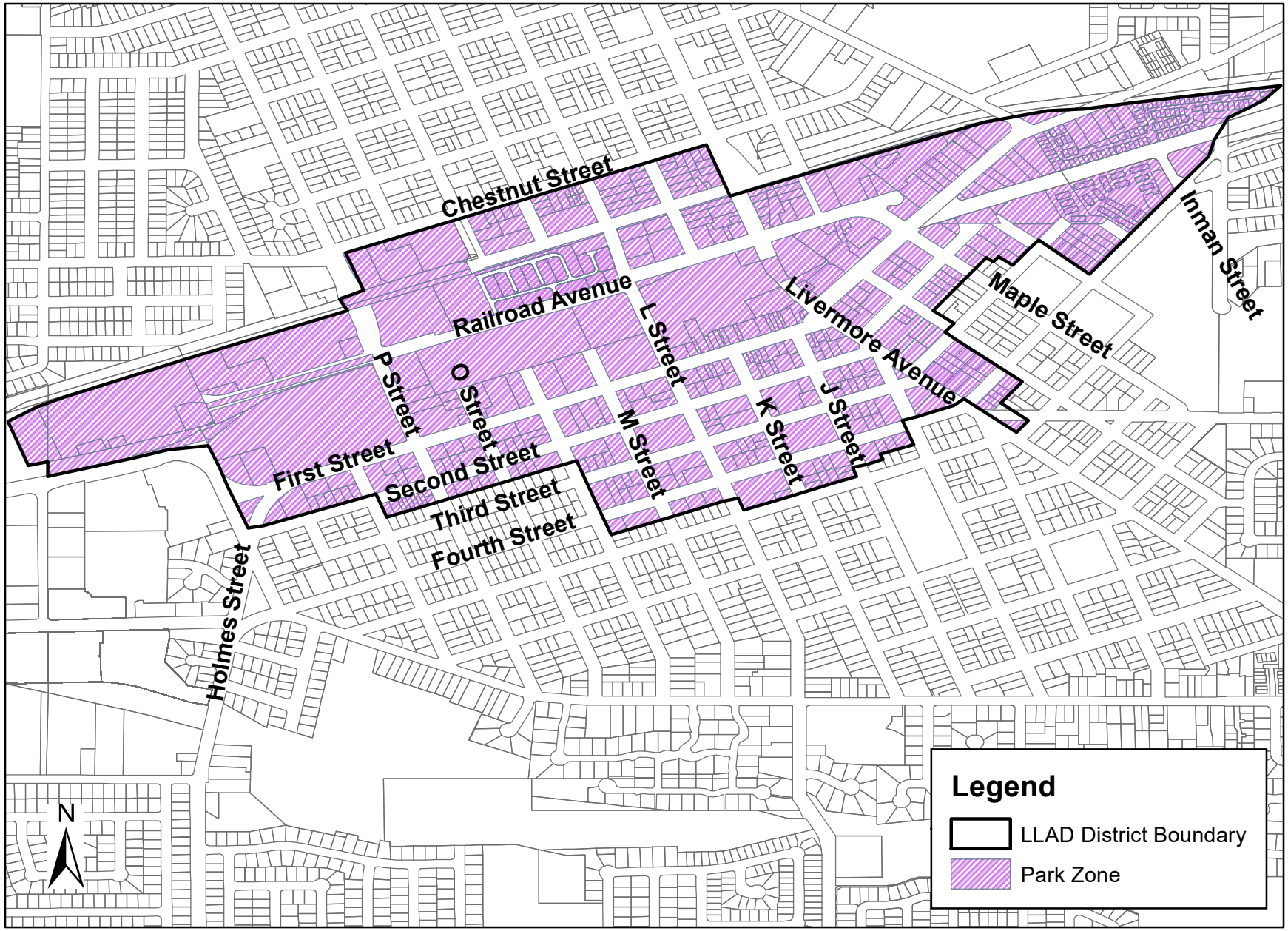
City of Livermore
Maintenance District No. LL-859
Streetscape Improvement Benefit Zones

EXHIBIT C



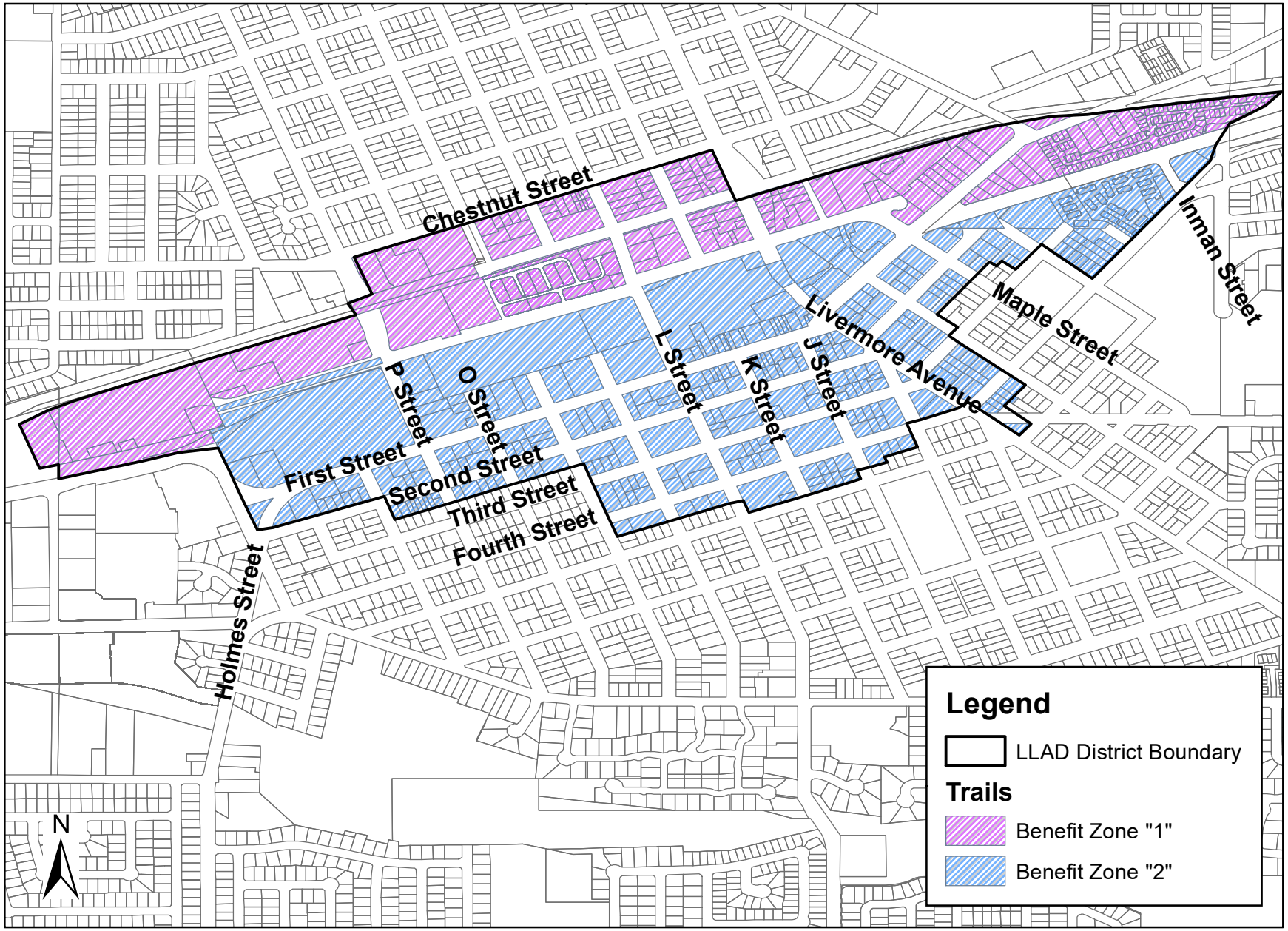
City of Livermore
Maintenance District No. LL-859
Park Improvement Benefit Zone

EXHIBIT C



City of Livermore
Maintenance District No. LL-859
Trail Improvement Benefit Zones

EXHIBIT C



APPENDIX C

ASSESSMENT ROLL &
MAXIMUM ASSESSMENT PER PARCEL
(IN FISCAL YEAR 2023-24 DOLLARS)

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0001-009-00	COM	A1	2	66.260	3,791	$3,100.70	$1,570.57	$166.21	$9.77	$4,847.25	$3,100.70	$1,570.57	$63.47	$0.00	$4,734.74	2226 1ST ST
097 -0001-010-00	COM	A1	2	17.740	1,998	$830.16	$827.75	$87.60	$5.15	$1,750.66	$830.16	$827.75	$33.45	$0.00	$1,691.36	2206 1ST ST
097 -0001-011-00	COM	A1	2	25.000	2,600	$1,169.90	$1,077.15	$113.99	$6.70	$2,367.74	$1,169.90	$1,077.15	$43.53	$0.00	$2,290.58	2200 1ST ST
097 -0001-012-00	COM	A1	2	25.860	2,500	$1,210.14	$1,035.73	$109.61	$6.44	$2,361.92	$1,210.14	$1,035.73	$41.85	$0.00	$2,287.72	2196 1ST ST
097 -0001-013-00	COM	A1	2	25.000	2,600	$1,169.90	$1,077.15	$113.99	$6.70	$2,367.74	$1,169.90	$1,077.15	$43.53	$0.00	$2,290.58	2190 1ST ST
097 -0001-014-00	COM	A1	2	60.000	8,120	$2,807.76	$3,364.03	$356.01	$20.92	$6,548.72	$2,807.76	$3,364.03	$135.94	$0.00	$6,307.72	2184 1ST ST
097 -0001-015-00	COM	A1	2	105.990	4,249	$4,959.91	$1,760.32	$186.29	$10.95	$6,917.47	$4,959.91	$1,760.32	$71.14	$0.00	$6,791.36	2136 1ST ST
097 -0001-016-00	COM	A1	2	23.300	1,918	$1,090.35	$794.61	$84.09	$4.94	$1,973.99	$1,090.35	$794.61	$32.11	$0.00	$1,917.06	2118 1ST ST
097 -0001-017-00	COM	A1	2	56.000	6,608	$2,620.58	$2,737.63	$289.72	$17.02	$5,664.95	$2,620.58	$2,737.63	$110.63	$0.00	$5,468.84	2112 1ST ST
097 -0001-018-00	COM	A1	2	27.000	1,300	$1,263.49	$538.58	$57.00	$3.35	$1,862.42	$1,263.49	$538.58	$21.76	$0.00	$1,823.82	2086 1ST ST
097 -0001-020-00	COM	A1	2	26.000	1,320	$1,216.70	$546.86	$57.87	$3.40	$1,824.83	$1,216.70	$546.86	$22.10	$0.00	$1,785.66	2080 1ST ST
097 -0001-022-02	VCOM	A1	2	20.500	0	$959.32	$0.00	$0.00	$0.00	$959.32	$959.32	$0.00	$0.00	$0.00	$959.32	2038 1ST ST
097 -0001-023-00	COM	A1	2	50.000	3,447	$2,339.80	$1,428.06	$151.13	$8.88	$3,927.87	$2,339.80	$1,428.06	$57.71	$0.00	$3,825.56	2032 1ST ST
097 -0001-024-01	COM	A1	2	100.000	1,620	$4,679.60	$671.15	$71.03	$4.17	$5,425.95	$4,679.60	$671.15	$27.12	$0.00	$5,377.86	2008 1ST ST
097 -0001-030-02	COM	A1	2	31.500	1,320	$1,474.07	$546.86	$57.87	$3.40	$2,082.20	$1,474.07	$546.86	$22.10	$0.00	$2,043.02	2044 1ST ST
097 -0001-033-00	COM	A1	2	0.000	21,976	$0.00	$9,104.44	$963.52	$56.61	$10,124.57	$0.00	$9,104.44	$367.92	$0.00	$9,472.36	43 S LIVERMORE AVE
097 -0001-034-00	COM	A1	2	24.000	2,556	$1,123.10	$1,058.93	$112.07	$6.58	$2,300.68	$1,123.10	$1,058.93	$42.79	$0.00	$2,224.82	2056 1ST ST
097 -0001-035-00	COM	A1	2	36.000	5,212	$1,684.66	$2,159.28	$228.51	$13.43	$4,085.88	$1,684.66	$2,159.28	$87.26	$0.00	$3,931.20	2062 1ST ST
097 -0004-001-02	COM	B1	2	175.000	11,700	$984.55	$1,455.34	$512.97	$30.14	$2,983.00	$50.29	$74.33	$195.88	$0.00	$320.50	1870 1ST ST
097 -0004-002-02	IND	B1	2	125.000	18,566	$703.25	$2,309.39	$814.01	$47.83	$3,874.48	$35.92	$117.95	$310.83	$0.00	$464.70	1814 1ST ST
097 -0005-001-10	COM	B1	2	85.000	7,200	$478.21	$895.59	$315.68	$18.55	$1,708.03	$24.42	$45.74	$120.54	$0.00	$190.70	1790 1ST ST
097 -0005-001-11	COM	B1	2	189.900	15,844	$1,068.38	$1,970.80	$694.66	$40.81	$3,774.65	$54.57	$100.66	$265.26	$0.00	$420.48	1764 1ST ST
097 -0005-001-12	COM	B1	2	25.500	13,058	$143.46	$1,624.26	$572.51	$33.64	$2,373.87	$7.33	$82.96	$218.62	$0.00	$308.90	1722 1ST ST
097 -0008-001-00	COM	B1	2	100.000	1,875	$562.60	$233.23	$82.21	$4.83	$882.87	$28.73	$11.91	$31.39	$0.00	$72.02	1593 1ST ST
097 -0008-002-00	COM	B1	2	0.000	1,087	$0.00	$135.21	$47.66	$2.80	$185.67	$0.00	$6.91	$18.20	$0.00	$25.10	1576 2ND ST
097 -0008-003-00	SFR	B1	2	0.000	832	$0.00	$103.49	$209.66	$12.32	$325.47	$0.00	$5.29	$80.06	$0.00	$85.34	1562 2ND ST
097 -0008-004-00	COM	B1	2	100.000	10,080	$562.60	$1,253.83	$441.95	$25.97	$2,284.35	$28.73	$64.04	$168.76	$0.00	$261.52	1548 2ND ST
097 -0008-005-00	COM	B1	2	100.000	2,001	$562.60	$248.90	$87.73	$5.15	$904.38	$28.73	$12.71	$33.50	$0.00	$74.94	1543 1ST ST
097 -0009-001-00	COM	B1	2	100.000	1,032	$562.60	$128.37	$45.25	$2.66	$738.88	$28.73	$6.56	$17.28	$0.00	$52.56	1679 1ST ST
097 -0009-003-05	MFR	B1	2	0.000	1,675	$0.00	$208.35	$422.09	$24.80	$655.24	$0.00	$10.64	$161.18	$0.00	$171.82	1624 2ND ST
097 -0009-003-06	MFR	B1	2	0.000	1,675	$0.00	$208.35	$422.09	$24.80	$655.24	$0.00	$10.64	$161.18	$0.00	$171.82	1642 2ND ST
097 -0009-003-07	COM	B1	2	100.000	1,050	$562.60	$130.61	$46.04	$2.70	$741.95	$28.73	$6.67	$17.58	$0.00	$52.98	1619 1ST ST
097 -0009-003-08	MFR	B1	2	0.000	2,052	$0.00	$255.24	$517.10	$30.38	$802.72	$0.00	$13.04	$197.45	$0.00	$210.48	1610 2ND ST
097 -0009-005-01	OFF	B1	2	100.000	1,350	$562.60	$167.92	$84.64	$4.97	$820.13	$28.73	$8.58	$32.32	$0.00	$69.62	1643 1ST ST
097 -0009-006-01	OFF	B1	2	0.000	8,470	$0.00	$1,053.57	$531.05	$31.20	$1,615.82	$0.00	$53.81	$202.78	$0.00	$256.58	1686 2ND ST
097 -0010-001-01	COM	B1	2	150.000	1,500	$843.90	$186.58	$65.77	$3.86	$1,100.11	$43.10	$9.53	$25.11	$0.00	$77.74	1771 1ST ST
097 -0010-002-03	COM	B1	2	0.000	950	$0.00	$118.17	$41.65	$2.45	$162.27	$0.00	$6.04	$15.90	$0.00	$21.94	157 S N ST
097 -0010-003-01	SFR	B1	2	0.000	1,554	$0.00	$193.30	$391.60	$23.01	$607.91	$0.00	$9.87	$149.53	$0.00	$159.40	1742 2ND ST
097 -0010-003-02	SFR	B1	2	0.000	957	$0.00	$119.04	$241.16	$14.17	$374.37	$0.00	$6.08	$92.09	$0.00	$98.16	1730 2ND ST
097 -0010-004-00	SFR	B1	2	0.000	1,144	$0.00	$142.30	$288.28	$16.94	$447.52	$0.00	$7.27	$110.08	$0.00	$117.34	1716 2ND ST
097 -0010-007-02	COM	B1	2	150.000	1,595	$843.90	$198.40	$69.93	$4.11	$1,116.34	$43.10	$10.13	$26.70	$0.00	$79.92	1737 1ST ST
097 -0010-008-05	COM	B1	2	0.000	4,015	$0.00	$499.42	$176.03	$10.34	$685.79	$0.00	$25.51	$67.22	$0.00	$92.72	1700 2ND ST
097 -0011-001-00	COM	B1	2	50.000	4,061	$281.30	$505.14	$178.05	$10.46	$974.95	$14.37	$25.80	$67.99	$0.00	$108.16	1887 1ST ST
097 -0011-004-00	COM	B1	2	54.000	2,015	$303.80	$250.64	$88.35	$5.19	$647.98	$15.52	$12.80	$33.74	$0.00	$62.06	1845 1ST ST
097 -0011-005-03	COM	B1	2	92.050	1,472	$517.87	$183.10	$64.54	$3.79	$769.30	$26.45	$9.35	$24.64	$0.00	$60.44	1817 1ST ST
097 -0011-006-00	OFF	B1	2	104.000	9,596	$585.10	$1,193.63	$601.65	$35.34	$2,415.72	$29.88	$60.96	$229.74	$0.00	$320.58	1859 1ST ST
097 -0011-007-00	OFF	B1	2	0.000	1,382	$0.00	$171.90	$86.65	$5.09	$263.64	$0.00	$8.78	$33.09	$0.00	$41.86	1859 1ST ST
097 -0012-001-01	COM	B1	2	150.000	10,800	$843.90	$1,343.39	$473.52	$27.82	$2,688.63	$43.10	$68.61	$180.81	$0.00	$292.52	1987 1ST ST
097 -0012-001-02	COM	B1	2	104.000	4,230	$585.10	$526.16	$185.46	$10.90	$1,307.62	$29.88	$26.87	$70.82	$0.00	$127.56	1931 1ST ST
097 -0012-002-01	COM	B1	2	0.000	5,770	$0.00	$717.72	$252.98	$14.86	$985.56	$0.00	$36.66	$96.60	$0.00	$133.26	153 S L ST
097 -0012-003-03	COM	B1	2	0.000	5,500	$0.00	$684.13	$241.14	$14.17	$939.44	$0.00	$34.94	$92.08	$0.00	$127.02	1986 2ND ST
097 -0012-005-00	COM	B1	2	46.000	6,900	$258.80	$858.28	$302.52	$17.77	$1,437.37	$13.22	$43.84	$115.52	$0.00	$172.58	1917 1ST ST
097 -0013-001-00	COM	A1	2	50.000	4,513	$2,339.80	$1,869.69	$197.87	$11.63	$4,418.99	$2,339.80	$1,869.69	$75.56	$0.00	$4,285.04	2083 1ST ST
097 -0013-002-00	COM	A1	2	0.000	3,164	$0.00	$1,310.81	$138.72	$8.15	$1,457.68	$0.00	$1,310.81	$52.97	$0.00	$1,363.78	2074 2ND ST
097 -0013-003-00	SFR	A1	2	0.000	3,724	$0.00	$1,542.82	$938.43	$55.13	$2,536.38	$0.00	$1,542.82	$358.34	$0.00	$1,901.16	2046 2ND ST
097 -0013-005-00	COM	A1	2	0.000	1,375	$0.00	$569.65	$60.29	$3.54	$633.48	$0.00	$569.65	$23.02	$0.00	$592.66	174 S L ST
097 -0013-006-01	COM	A1	2	100.080	4,185	$4,683.34	$1,733.80	$183.49	$10.78	$6,611.41	$4,683.34	$1,733.80	$70.07	$0.00	$6,487.20	2017 1ST ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0013-007-03	COM	A1	2	49.920	7,150	$2,336.06	$2,962.17	$313.48	$18.42	$5,630.13	$2,336.06	$2,962.17	$119.71	$0.00	$5,417.94	2029 1ST ST
097 -0013-008-00	COM	A1	2	25.000	2,350	$1,169.90	$973.58	$103.03	$6.05	$2,252.56	$1,169.90	$973.58	$39.34	$0.00	$2,182.82	2041 1ST ST
097 -0013-009-00	VCOM	A1	2	25.000	0	$1,169.90	$0.00	$0.00	$0.00	$1,169.90	$1,169.90	$0.00	$0.00	$0.00	$1,169.90	2047 1ST ST
097 -0013-010-00	COM	A1	2	50.000	4,700	$2,339.80	$1,947.16	$206.07	$12.11	$4,505.14	$2,339.80	$1,947.16	$78.69	$0.00	$4,365.64	2059 1ST ST
097 -0014-001-01	COM	A1	2	50.120	4,550	$2,345.42	$1,885.02	$199.49	$11.72	$4,441.65	$2,345.42	$1,885.02	$76.18	$0.00	$4,306.62	2193 1ST ST
097 -0014-002-00	INST	A1	2	0.000	10,000	$0.00	$4,142.90	$438.44	$25.76	$4,607.10	$0.00	$4,142.90	$167.42	$0.00	$4,310.32	157 S J ST
097 -0014-003-08	COM	A1	2	49.880	4,650	$2,334.18	$1,926.45	$203.87	$11.98	$4,476.48	$2,334.18	$1,926.45	$77.85	$0.00	$4,338.48	2175 1ST ST
097 -0014-004-03	OFF	A1	2	69.000	2,072	$3,228.92	$858.41	$129.91	$7.63	$4,224.87	$3,228.92	$858.41	$49.61	$0.00	$4,136.94	2151 1ST ST
097 -0014-005-02	COM	A1	2	0.000	800	$0.00	$331.43	$35.08	$2.06	$368.57	$0.00	$331.43	$13.39	$0.00	$344.82	2152 2ND ST
097 -0014-005-03	COM	A1	2	31.000	4,512	$1,450.68	$1,869.28	$197.82	$11.62	$3,529.40	$1,450.68	$1,869.28	$75.54	$0.00	$3,395.50	2139 1ST ST
097 -0014-005-05	COM	A1	2	27.000	2,800	$1,263.49	$1,160.01	$122.76	$7.21	$2,553.47	$1,263.49	$1,160.01	$46.88	$0.00	$2,470.38	2133 1ST ST
097 -0014-005-06	COM	A1	2	23.000	3,180	$1,076.31	$1,317.44	$139.42	$8.19	$2,541.36	$1,076.31	$1,317.44	$53.24	$0.00	$2,446.98	2127 1ST ST
097 -0014-006-01	COM	A1	2	0.000	5,802	$0.00	$2,403.71	$254.38	$14.95	$2,673.04	$0.00	$2,403.71	$97.14	$0.00	$2,500.84	184 S K ST
097 -0014-007-00	COM	A1	2	25.000	1,750	$1,169.90	$725.01	$76.73	$4.51	$1,976.15	$1,169.90	$725.01	$29.30	$0.00	$1,924.20	2115 1ST ST
097 -0014-008-02	COM	A1	2	25.000	1,680	$1,169.90	$696.01	$73.66	$4.33	$1,943.90	$1,169.90	$696.01	$28.13	$0.00	$1,894.04	2121 1ST ST
097 -0015-001-00	INST	A1	2	40.770	13,772	$1,907.87	$5,705.60	$603.82	$35.48	$8,252.77	$1,907.87	$5,705.60	$230.57	$0.00	$7,844.04	2247 1ST ST
097 -0015-002-00	COM	A1	2	0.000	5,750	$0.00	$2,382.17	$252.10	$14.81	$2,649.08	$0.00	$2,382.17	$96.27	$0.00	$2,478.44	167 S LIVERMORE AVE
097 -0015-004-01	COM	A1	2	50.000	6,950	$2,339.80	$2,879.32	$304.72	$17.90	$5,541.74	$2,339.80	$2,879.32	$116.36	$0.00	$5,335.48	2235 1ST ST
097 -0015-004-02	COM	A1	2	0.000	11,440	$0.00	$4,739.48	$501.58	$29.47	$5,270.53	$0.00	$4,739.48	$191.53	$0.00	$4,931.00	2222 2ND ST
097 -0015-005-01	COM	A1	2	0.000	1,460	$0.00	$604.86	$64.01	$3.76	$672.63	$0.00	$604.86	$24.44	$0.00	$629.30	160 S J ST
097 -0015-005-02	COM	A1	2	0.000	3,200	$0.00	$1,325.73	$140.30	$8.24	$1,474.27	$0.00	$1,325.73	$53.57	$0.00	$1,379.30	190 S J ST
097 -0015-006-00	COM	A1	2	30.000	2,820	$1,403.88	$1,168.30	$123.64	$7.26	$2,703.08	$1,403.88	$1,168.30	$47.21	$0.00	$2,619.38	2205 1ST ST
097 -0015-007-00	COM	A1	2	20.000	1,880	$935.92	$778.87	$82.43	$4.84	$1,802.06	$935.92	$778.87	$31.47	$0.00	$1,746.26	2211 1ST ST
097 -0015-009-00	COM	A1	2	21.580	1,297	$1,009.86	$537.33	$56.87	$3.34	$1,607.40	$1,009.86	$537.33	$21.71	$0.00	$1,568.90	2241 1ST ST UNIT B
097 -0017-001-00	COM	A2	2	0.000	1,689	$0.00	$0.00	$74.05	$4.35	$78.40	$0.00	$0.00	$28.28	$0.00	$28.28	283 S LIVERMORE AVE
097 -0017-002-00	COM	A2	2	0.000	8,354	$0.00	$0.00	$366.27	$21.52	$387.79	$0.00	$0.00	$139.86	$0.00	$139.86	2287 2ND ST
097 -0017-004-00	COM	A2	2	0.000	7,108	$0.00	$0.00	$311.64	$18.31	$329.95	$0.00	$0.00	$119.00	$0.00	$119.00	2287 2ND ST
097 -0017-007-00	SFR	A2	2	0.000	1,128	$0.00	$0.00	$284.25	$16.70	$300.95	$0.00	$0.00	$108.54	$0.00	$108.54	2224 3RD ST
097 -0017-008-00	SFR	A2	2	0.000	2,231	$0.00	$0.00	$562.20	$33.03	$595.23	$0.00	$0.00	$214.68	$0.00	$214.68	282 S J ST
097 -0017-009-00	SFR	A2	2	0.000	937	$0.00	$0.00	$236.12	$13.87	$249.99	$0.00	$0.00	$90.16	$0.00	$90.16	266 S J ST
097 -0017-010-00	COM	A2	2	0.000	5,000	$0.00	$0.00	$219.22	$12.88	$232.10	$0.00	$0.00	$83.71	$0.00	$83.70	2217 2ND ST
097 -0017-011-02	COM	A2	2	0.000	4,210	$0.00	$0.00	$184.58	$10.84	$195.42	$0.00	$0.00	$70.48	$0.00	$70.48	2247 2ND ST
097 -0017-011-03	COM	A2	2	0.000	1,539	$0.00	$0.00	$67.48	$3.96	$71.44	$0.00	$0.00	$25.77	$0.00	$25.76	2240 3RD ST
097 -0018-001-00	COM	A2	2	0.000	2,500	$0.00	$0.00	$109.61	$6.44	$116.05	$0.00	$0.00	$41.85	$0.00	$41.84	2163 2ND ST
097 -0018-002-00	COM	A2	2	0.000	4,658	$0.00	$0.00	$204.23	$12.00	$216.23	$0.00	$0.00	$77.98	$0.00	$77.98	2180 3RD ST
097 -0018-010-02	COM	A2	2	0.000	11,523	$0.00	$0.00	$505.21	$29.68	$534.89	$0.00	$0.00	$192.92	$0.00	$192.92	2125 2ND ST
097 -0019-002-01	COM	A2	2	0.000	4,256	$0.00	$0.00	$186.60	$10.96	$197.56	$0.00	$0.00	$71.25	$0.00	$71.24	275 S K ST
097 -0019-004-01	COM	A2	2	0.000	1,184	$0.00	$0.00	$51.91	$3.05	$54.96	$0.00	$0.00	$19.82	$0.00	$19.82	282 S L ST
097 -0019-005-00	COM	A2	2	0.000	5,129	$0.00	$0.00	$224.88	$13.21	$238.09	$0.00	$0.00	$85.87	$0.00	$85.86	202 S L ST
097 -0019-008-01	COM	A2	2	0.000	7,818	$0.00	$0.00	$342.77	$20.14	$362.91	$0.00	$0.00	$130.89	$0.00	$130.88	235 S K ST
097 -0020-007-04	COM	B2	2	0.000	41,525	$0.00	$0.00	$1,820.62	$106.97	$1,927.59	$0.00	$0.00	$695.21	$0.00	$695.20	1951 2ND ST
097 -0021-003-01	COM	B2	2	0.000	10,000	$0.00	$0.00	$438.44	$25.76	$464.20	$0.00	$0.00	$167.42	$0.00	$167.42	287 S M ST
097 -0021-004-01	SFR	B2	2	0.000	1,234	$0.00	$0.00	$310.96	$18.27	$329.23	$0.00	$0.00	$118.74	$0.00	$118.74	1856 3RD ST
097 -0021-004-02	SFR	B2	2	0.000	1,024	$0.00	$0.00	$258.04	$15.16	$273.20	$0.00	$0.00	$98.54	$0.00	$98.54	1842 3RD ST
097 -0021-005-00	SFR	B2	2	0.000	1,040	$0.00	$0.00	$262.08	$15.40	$277.48	$0.00	$0.00	$100.07	$0.00	$100.06	1828 3RD ST
097 -0021-006-00	SFR	B2	2	0.000	1,316	$0.00	$0.00	$331.63	$19.48	$351.11	$0.00	$0.00	$126.63	$0.00	$126.62	1814 3RD ST
097 -0021-007-00	COM	B2	2	0.000	1,832	$0.00	$0.00	$80.32	$4.72	$85.04	$0.00	$0.00	$30.67	$0.00	$30.66	1817 2ND ST
097 -0022-001-00	COM	B2	2	0.000	6,720	$0.00	$0.00	$294.63	$17.31	$311.94	$0.00	$0.00	$112.51	$0.00	$112.50	1783 2ND ST
097 -0022-004-02	OFF	B2	2	0.000	1,088	$0.00	$0.00	$68.22	$4.01	$72.23	$0.00	$0.00	$26.05	$0.00	$26.04	1713 2ND ST
097 -0022-004-03	SFR	B2	2	0.000	824	$0.00	$0.00	$207.64	$12.20	$219.84	$0.00	$0.00	$79.29	$0.00	$79.28	1727 2ND ST
097 -0022-004-04	SFR	B2	2	0.000	1,083	$0.00	$0.00	$272.91	$16.03	$288.94	$0.00	$0.00	$104.21	$0.00	$104.20	1741 2ND ST
097 -0023-001-00	SFR	B2	2	0.000	969	$0.00	$0.00	$244.18	$14.35	$258.53	$0.00	$0.00	$93.24	$0.00	$93.24	1683 2ND ST
097 -0023-006-01	MFR	B2	2	0.000	1,296	$0.00	$0.00	$326.59	$19.19	$345.78	$0.00	$0.00	$124.71	$0.00	$124.70	210 S P ST
097 -0023-006-05	OFF	B2	2	0.000	2,904	$0.00	$0.00	$182.07	$10.70	$192.77	$0.00	$0.00	$69.53	$0.00	$69.52	1617 2ND ST
097 -0023-008-00	SFR	B2	2	0.000	956	$0.00	$0.00	$240.91	$14.15	$255.06	$0.00	$0.00	$91.99	$0.00	$91.98	1667 2ND ST
097 -0023-009-00	SFR	B2	2	0.000	1,056	$0.00	$0.00	$266.11	$15.63	$281.74	$0.00	$0.00	$101.61	$0.00	$101.60	1651 2ND ST
097 -0024-003-07	SFR	B2	2	0.000	1,304	$0.00	$0.00	$328.60	$19.30	$347.90	$0.00	$0.00	$125.48	$0.00	$125.48	220 S Q ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0024-003-08	SFR	B2	2	0.000	1,052	$0.00	$0.00	$265.10	$15.57	$280.67	$0.00	$0.00	$101.23	$0.00	$101.22	1529 2ND ST
097 -0024-005-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$282.49	$16.60	$299.09	$0.00	$0.00	$107.87	$0.00	$107.86	1565 2ND ST
097 -0024-006-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$282.49	$16.60	$299.09	$0.00	$0.00	$107.87	$0.00	$107.86	235 S P ST
097 -0024-007-00	SFR	B2	2	0.000	1,348	$0.00	$0.00	$339.69	$19.96	$359.65	$0.00	$0.00	$129.71	$0.00	$129.70	1561 2ND ST
097 -0024-008-00	SFR	B2	2	0.000	1,392	$0.00	$0.00	$350.78	$20.61	$371.39	$0.00	$0.00	$133.95	$0.00	$133.94	1557 2ND ST
097 -0024-009-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$339.94	$19.97	$359.91	$0.00	$0.00	$129.81	$0.00	$129.80	1553 2ND ST
097 -0024-010-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$339.94	$19.97	$359.91	$0.00	$0.00	$129.81	$0.00	$129.80	1549 2ND ST
097 -0024-011-00	SFR	B2	2	0.000	1,339	$0.00	$0.00	$337.42	$19.82	$357.24	$0.00	$0.00	$128.85	$0.00	$128.84	1545 2ND ST
097 -0024-012-00	SFR	B2	2	0.000	1,369	$0.00	$0.00	$344.98	$20.27	$365.25	$0.00	$0.00	$131.73	$0.00	$131.72	1541 2ND ST
097 -0028-001-00	MFR	B3	2	0.000	1,807	$0.00	$0.00	$455.36	$26.75	$482.11	$0.00	$0.00	$173.88	$0.00	$173.88	325 S M ST
097 -0028-002-01	COM	B3	2	0.000	2,400	$0.00	$0.00	$105.23	$6.18	$111.41	$0.00	$0.00	$40.18	$0.00	$40.18	381 S M ST
097 -0028-002-02	COM	B3	2	0.000	1,165	$0.00	$0.00	$51.08	$3.00	$54.08	$0.00	$0.00	$19.50	$0.00	$19.50	1858 4TH ST
097 -0028-003-06	COM	B3	2	0.000	6,412	$0.00	$0.00	$281.13	$16.52	$297.65	$0.00	$0.00	$107.35	$0.00	$107.34	1816 4TH ST
097 -0028-004-01	COM	B3	2	0.000	5,431	$0.00	$0.00	$238.12	$13.99	$252.11	$0.00	$0.00	$90.93	$0.00	$90.92	1840 4TH ST
097 -0028-005-00	SFR	B3	2	0.000	1,001	$0.00	$0.00	$252.25	$14.82	$267.07	$0.00	$0.00	$96.32	$0.00	$96.32	1853 3RD ST
097 -0028-006-00	SFR	B3	2	0.000	995	$0.00	$0.00	$250.74	$14.73	$265.47	$0.00	$0.00	$95.74	$0.00	$95.74	1869 3RD ST
097 -0029-001-01	COM	B3	2	0.000	7,750	$0.00	$0.00	$339.79	$19.96	$359.75	$0.00	$0.00	$129.75	$0.00	$129.74	325 S L ST
097 -0029-002-00	COM	B3	2	0.000	6,067	$0.00	$0.00	$266.00	$15.63	$281.63	$0.00	$0.00	$101.57	$0.00	$101.56	381 S L ST
097 -0029-004-00	COM	B3	2	0.000	1,760	$0.00	$0.00	$77.17	$4.53	$81.70	$0.00	$0.00	$29.47	$0.00	$29.46	1919 3RD ST
097 -0030-001-02	MFR	A2	2	0.000	1,177	$0.00	$0.00	$296.60	$17.42	$314.02	$0.00	$0.00	$113.26	$0.00	$113.26	2073 3RD ST
097 -0030-001-03	OFF	A2	2	0.000	1,177	$0.00	$0.00	$73.80	$4.33	$78.13	$0.00	$0.00	$28.18	$0.00	$28.18	2059 3RD ST
097 -0030-001-04	MFR	A2	2	0.000	1,700	$0.00	$0.00	$428.39	$25.17	$453.56	$0.00	$0.00	$163.58	$0.00	$163.58	2087 3RD ST
097 -0030-001-05	SFR	A2	2	0.000	1,177	$0.00	$0.00	$296.60	$17.42	$314.02	$0.00	$0.00	$113.26	$0.00	$113.26	343 S K ST
097 -0030-002-01	COM	A2	2	0.000	2,044	$0.00	$0.00	$89.62	$5.27	$94.89	$0.00	$0.00	$34.22	$0.00	$34.22	2084 4TH ST
097 -0030-002-02	COM	A2	2	0.000	1,032	$0.00	$0.00	$45.25	$2.66	$47.91	$0.00	$0.00	$17.28	$0.00	$17.28	2052 4TH ST
097 -0030-003-00	SFR	A2	2	0.000	1,181	$0.00	$0.00	$297.61	$17.48	$315.09	$0.00	$0.00	$113.64	$0.00	$113.64	2038 4TH ST
097 -0030-004-00	COM	A2	2	0.000	1,928	$0.00	$0.00	$84.53	$4.97	$89.50	$0.00	$0.00	$32.28	$0.00	$32.28	2020 4TH ST
097 -0030-007-01	COM	A2	2	0.000	5,744	$0.00	$0.00	$251.84	$14.80	$266.64	$0.00	$0.00	$96.17	$0.00	$96.16	314 S L ST
097 -0031-001-00	PUB	A2	2	0.000	5,400	$0.00	$0.00	$236.76	$13.91	$250.67	$0.00	$0.00	$90.41	$0.00	$90.40	2155 3RD ST
097 -0032-002-01	OFF	A2	2	0.000	9,560	$0.00	$0.00	$599.39	$35.21	$634.60	$0.00	$0.00	$228.88	$0.00	$228.88	325 S I ST
097 -0032-003-00	SFR	A2	2	0.000	1,717	$0.00	$0.00	$432.68	$25.42	$458.10	$0.00	$0.00	$165.22	$0.00	$165.22	2254 4TH ST
097 -0032-004-01	MFR	A2	2	0.000	1,392	$0.00	$0.00	$350.78	$20.61	$371.39	$0.00	$0.00	$133.95	$0.00	$133.94	2238 4TH ST
097 -0032-004-02	COM	A2	2	0.000	3,298	$0.00	$0.00	$144.60	$8.50	$153.10	$0.00	$0.00	$55.22	$0.00	$55.22	2210 4TH ST
097 -0032-005-00	COM	A2	2	0.000	1,358	$0.00	$0.00	$59.54	$3.50	$63.04	$0.00	$0.00	$22.74	$0.00	$22.74	2207 3RD ST
097 -0032-006-00	COM	A2	2	0.000	1,648	$0.00	$0.00	$72.25	$4.25	$76.50	$0.00	$0.00	$27.59	$0.00	$27.58	2221 3RD ST
097 -0032-007-00	SFR	A2	2	0.000	1,335	$0.00	$0.00	$336.41	$19.76	$356.17	$0.00	$0.00	$128.46	$0.00	$128.46	2235 3RD ST
097 -0032-008-00	OFF	A2	2	0.000	2,480	$0.00	$0.00	$155.49	$9.13	$164.62	$0.00	$0.00	$59.37	$0.00	$59.36	2257 3RD ST
097 -0033-001-03	COM	A3	2	0.000	2,541	$0.00	$0.00	$111.41	$6.55	$117.96	$0.00	$0.00	$42.54	$0.00	$42.54	323 S LIVERMORE AVE
097 -0033-002-00	COM	A3	2	0.000	7,616	$0.00	$0.00	$333.92	$19.62	$353.54	$0.00	$0.00	$127.51	$0.00	$127.50	357 S LIVERMORE AVE
097 -0035-001-02	OFF	A2	2	0.000	1,576	$0.00	$0.00	$98.81	$5.80	$104.61	$0.00	$0.00	$37.73	$0.00	$37.72	2273 4TH ST
097 -0035-006-00	COM	A2	2	0.000	2,173	$0.00	$0.00	$95.27	$5.60	$100.87	$0.00	$0.00	$36.38	$0.00	$36.38	2205 4TH ST
097 -0035-007-00	SFR	A2	2	0.000	902	$0.00	$0.00	$227.30	$13.35	$240.65	$0.00	$0.00	$86.80	$0.00	$86.80	2235 4TH ST
097 -0035-008-02	COM	A2	2	0.000	1,096	$0.00	$0.00	$48.05	$2.82	$50.87	$0.00	$0.00	$18.35	$0.00	$18.34	2255 4TH ST
097 -0036-001-03	COM	A2	2	0.000	2,576	$0.00	$0.00	$112.94	$6.64	$119.58	$0.00	$0.00	$43.13	$0.00	$43.12	2181 4TH ST
097 -0036-002-02	COM	A2	2	0.000	1,870	$0.00	$0.00	$81.99	$4.82	$86.81	$0.00	$0.00	$31.31	$0.00	$31.30	487 S J ST
097 -0036-003-00	OFF	A2	2	0.000	1,590	$0.00	$0.00	$99.69	$5.86	$105.55	$0.00	$0.00	$38.07	$0.00	$38.06	2162 5TH ST
097 -0036-004-00	MFR	A2	2	0.000	1,776	$0.00	$0.00	$447.54	$26.29	$473.83	$0.00	$0.00	$170.90	$0.00	$170.90	2150 5TH ST
097 -0036-005-00	SFR	A2	2	0.000	1,850	$0.00	$0.00	$466.19	$27.39	$493.58	$0.00	$0.00	$178.02	$0.00	$178.02	486 S K ST
097 -0036-007-00	OFF	A2	2	0.000	2,153	$0.00	$0.00	$134.99	$7.93	$142.92	$0.00	$0.00	$51.55	$0.00	$51.54	2109 4TH ST
097 -0036-008-00	OFF	A2	2	0.000	3,646	$0.00	$0.00	$228.60	$13.43	$242.03	$0.00	$0.00	$87.29	$0.00	$87.28	2117 4TH ST
097 -0036-009-00	COM	A2	2	0.000	1,590	$0.00	$0.00	$69.71	$4.10	$73.81	$0.00	$0.00	$26.62	$0.00	$26.62	2157 4TH ST
097 -0037-003-00	SFR	A2	2	0.000	1,460	$0.00	$0.00	$367.91	$21.61	$389.52	$0.00	$0.00	$140.49	$0.00	$140.48	485 S K ST
097 -0037-004-02	CHRCH	A2	2	0.000	30,281	$0.00	$0.00	$1,327.64	$78.00	$1,405.64	$0.00	$0.00	$506.96	$0.00	$506.96	2020 5TH ST
097 -0038-001-00	OFF	B3	2	0.000	2,824	$0.00	$0.00	$177.06	$10.40	$187.46	$0.00	$0.00	$67.61	$0.00	$67.60	411 S L ST
097 -0038-004-00	COM	B3	2	0.000	2,212	$0.00	$0.00	$96.98	$5.70	$102.68	$0.00	$0.00	$37.03	$0.00	$37.02	1915 4TH ST
097 -0038-005-00	MFR	B3	2	0.000	3,424	$0.00	$0.00	$862.83	$50.69	$913.52	$0.00	$0.00	$329.48	$0.00	$329.48	1937 4TH ST
097 -0039-010-00	OFF	B3	2	0.000	6,805	$0.00	$0.00	$426.66	$25.06	$451.72	$0.00	$0.00	$162.92	$0.00	$162.92	1841 4TH ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0039-011-00	OFF	B3	2	0.000	2,887	$0.00	$0.00	$181.01	$10.63	$191.64	$0.00	$0.00	$69.12	$0.00	$69.12	1813 4TH ST
097 -0082-001-01	COM	B1	2	150.000	5,900	$843.90	$733.89	$258.68	$15.20	$1,851.67	$43.10	$37.48	$98.78	$0.00	$179.36	1485 1ST ST
097 -0082-002-00	SFR	B1	2	0.000	1,139	$0.00	$141.68	$287.02	$16.86	$445.56	$0.00	$7.24	$109.60	$0.00	$116.84	1494 2ND ST
097 -0082-003-00	SFR	B1	2	0.000	1,153	$0.00	$143.42	$290.55	$17.07	$451.04	$0.00	$7.33	$110.95	$0.00	$118.28	1478 2ND ST
097 -0082-004-00	SFR	B1	2	0.000	1,139	$0.00	$141.68	$287.02	$16.86	$445.56	$0.00	$7.24	$109.60	$0.00	$116.84	1462 2ND ST
097 -0082-005-00	SFR	B1	2	0.000	1,490	$0.00	$185.34	$375.47	$22.06	$582.87	$0.00	$9.47	$143.38	$0.00	$152.84	1446 2ND ST
097 -0082-006-00	OFF	B1	2	0.000	1,139	$0.00	$141.68	$71.41	$4.19	$217.28	$0.00	$7.24	$27.27	$0.00	$34.50	1430 2ND ST
097 -0082-007-07	COM	B1	2	0.000	266	$0.00	$33.09	$11.66	$0.69	$45.44	$0.00	$1.69	$4.45	$0.00	$6.14	160 HOLMES ST
097 -0082-007-08	COM	B1	2	156.450	8,162	$880.19	$1,015.25	$357.85	$21.03	$2,274.32	$44.96	$51.85	$136.65	$0.00	$233.46	1421 1ST ST
097 -0082-009-01	COM	B1	2	150.120	3,278	$844.58	$407.74	$143.72	$8.44	$1,404.48	$43.14	$20.83	$54.88	$0.00	$118.84	1453 1ST ST
097 -0107-001-00	SFR	A3	2	0.000	893	$0.00	$0.00	$225.03	$13.22	$238.25	$0.00	$0.00	$85.93	$0.00	$85.92	2493 4TH ST
097 -0107-008-00	MFR	A3	2	0.000	4,164	$0.00	$0.00	$1,049.31	$61.64	$1,110.95	$0.00	$0.00	$400.68	$0.00	$400.68	454 S LIVERMORE AVE
097 -0107-009-02	INST	A3	2	0.000	778	$0.00	$0.00	$34.11	$2.00	$36.11	$0.00	$0.00	$13.03	$0.00	$13.02	2475 4TH ST
097 -0107-009-03	SFR	A3	2	0.000	832	$0.00	$0.00	$209.66	$12.32	$221.98	$0.00	$0.00	$80.06	$0.00	$80.06	2417 4TH ST
097 -0107-009-04	SFR	A3	2	0.000	1,014	$0.00	$0.00	$255.52	$15.01	$270.53	$0.00	$0.00	$97.57	$0.00	$97.56	2439 4TH ST
097 -0107-009-05	SFR	A3	2	0.000	1,131	$0.00	$0.00	$285.01	$16.74	$301.75	$0.00	$0.00	$108.83	$0.00	$108.82	2455 4TH ST
097 -0108-001-00	MFR	A3	2	0.000	2,943	$0.00	$0.00	$741.62	$43.57	$785.19	$0.00	$0.00	$283.19	$0.00	$283.18	2389 3RD ST
097 -0108-002-00	SFR	A3	2	0.000	1,246	$0.00	$0.00	$313.99	$18.45	$332.44	$0.00	$0.00	$119.90	$0.00	$119.90	333 MCLEOD ST
097 -0108-003-00	MFR	A3	2	0.000	3,302	$0.00	$0.00	$832.09	$48.88	$880.97	$0.00	$0.00	$317.74	$0.00	$317.74	367 MCLEOD ST
097 -0108-004-00	MFR	A3	2	0.000	2,337	$0.00	$0.00	$588.91	$34.60	$623.51	$0.00	$0.00	$224.88	$0.00	$224.88	389 MCLEOD ST
097 -0108-005-00	COM	A3	2	0.000	4,479	$0.00	$0.00	$196.38	$11.54	$207.92	$0.00	$0.00	$74.99	$0.00	$74.98	392 S LIVERMORE AVE
097 -0108-006-00	COM	A3	2	0.000	3,492	$0.00	$0.00	$153.10	$9.00	$162.10	$0.00	$0.00	$58.46	$0.00	$58.46	358 S LIVERMORE AVE
097 -0108-008-03	COM	A3	2	0.000	4,845	$0.00	$0.00	$212.42	$12.48	$224.90	$0.00	$0.00	$81.11	$0.00	$81.10	2341 3RD ST
097 -0108-010-01	SFR	A3	2	0.000	2,052	$0.00	$0.00	$517.10	$30.38	$547.48	$0.00	$0.00	$197.45	$0.00	$197.44	2363 3RD ST
097 -0108-012-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-013-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-014-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-015-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-016-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$532.97	$31.31	$564.28	$0.00	$0.00	$203.52	$0.00	$203.52	318 S LIVERMORE AVE UNIT 1
097 -0108-017-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$435.20	$25.57	$460.77	$0.00	$0.00	$166.18	$0.00	$166.18	318 S LIVERMORE AVE UNIT 1
097 -0108-018-00	CON	A2	2	0.000	800	$0.00	$0.00	$201.60	$11.84	$213.44	$0.00	$0.00	$76.98	$0.00	$76.98	318 S LIVERMORE AVE UNIT 1
097 -0108-019-00	CON	A2	2	0.000	1,219	$0.00	$0.00	$307.18	$18.05	$325.23	$0.00	$0.00	$117.30	$0.00	$117.30	318 S LIVERMORE AVE UNIT 2
097 -0109-001-00	MFR	A2	2	0.000	2,170	$0.00	$0.00	$546.83	$32.12	$578.95	$0.00	$0.00	$208.81	$0.00	$208.80	209 MCLEOD ST
097 -0109-003-00	SFR	A2	2	0.000	1,342	$0.00	$0.00	$338.18	$19.87	$358.05	$0.00	$0.00	$129.13	$0.00	$129.12	253 MCLEOD ST
097 -0109-004-00	MFR	A2	2	0.000	2,324	$0.00	$0.00	$585.64	$34.40	$620.04	$0.00	$0.00	$223.63	$0.00	$223.62	277 MCLEOD ST
097 -0109-005-00	COM	A2	2	0.000	1,301	$0.00	$0.00	$57.04	$3.35	$60.39	$0.00	$0.00	$21.78	$0.00	$21.78	291 MCLEOD ST
097 -0109-006-00	COM	A2	2	0.000	1,329	$0.00	$0.00	$58.27	$3.42	$61.69	$0.00	$0.00	$22.25	$0.00	$22.24	286 S LIVERMORE AVE
097 -0109-007-00	COM	A2	2	0.000	2,250	$0.00	$0.00	$98.65	$5.80	$104.45	$0.00	$0.00	$37.67	$0.00	$37.66	254 S LIVERMORE AVE
097 -0109-008-01	COM	A2	2	0.000	15,000	$0.00	$0.00	$657.66	$38.64	$696.30	$0.00	$0.00	$251.13	$0.00	$251.12	2359 2ND ST
097 -0109-010-00	MFR	A2	2	0.000	2,104	$0.00	$0.00	$530.20	$31.15	$561.35	$0.00	$0.00	$202.46	$0.00	$202.46	2375 2ND ST
097 -0110-001-01	COM	A1	2	56.980	3,900	$2,666.44	$1,615.73	$170.99	$10.05	$4,463.21	$2,666.44	$1,615.73	$65.29	$0.00	$4,347.46	2339 1ST ST
097 -0110-004-00	COM	A1	2	0.000	4,500	$0.00	$1,864.31	$197.30	$11.59	$2,073.20	$0.00	$1,864.31	$75.34	$0.00	$1,939.64	152 S LIVERMORE AVE
097 -0110-005-03	PUB	A1	2	88.000	0	$4,118.05	$0.00	$0.00	$0.00	$4,118.05	$4,118.05	$0.00	$0.00	$0.00	$4,118.04	116 S LIVERMORE AVE
097 -0110-006-01	COM	A1	2	57.050	2,500	$2,669.71	$1,035.73	$109.61	$6.44	$3,821.49	$2,669.71	$1,035.73	$41.85	$0.00	$3,747.28	2293 1ST ST
097 -0110-009-03	COM	A1	2	85.950	6,132	$4,022.12	$2,540.43	$268.85	$15.80	$6,847.20	$4,022.12	$2,540.43	$102.66	$0.00	$6,665.20	2327 1ST ST
097 -0110-013-00	COM	A1	2	0.000	4,691	$0.00	$1,943.43	$205.67	$12.08	$2,161.18	$0.00	$1,943.43	$78.54	$0.00	$2,021.96	2324 2ND ST
097 -0110-014-00	UTI	A1	2	0.000	22,680	$0.00	$9,396.10	$994.38	$58.42	$10,448.90	$0.00	$9,396.10	$379.71	$0.00	$9,775.80	2388 2ND ST
097 -0112-003-00	MFR	A1	2	0.000	2,104	$0.00	$871.67	$530.20	$31.15	$1,433.02	$0.00	$871.67	$202.46	$0.00	$1,074.12	2452 2ND ST
097 -0112-004-00	SFR	A1	2	0.000	1,288	$0.00	$533.61	$324.57	$19.07	$877.25	$0.00	$533.61	$123.94	$0.00	$657.54	2426 2ND ST
097 -0112-005-00	SFR	A1	2	0.000	1,403	$0.00	$581.25	$353.55	$20.77	$955.57	$0.00	$581.25	$135.00	$0.00	$716.24	2410 2ND ST
097 -0112-006-01	COM	A1	2	125.100	7,704	$5,854.18	$3,191.69	$337.77	$19.85	$9,403.49	$5,854.18	$3,191.69	$128.98	$0.00	$9,174.84	142 MCLEOD ST
097 -0112-008-01	COM	A1	2	50.080	4,250	$2,343.54	$1,760.73	$186.34	$10.95	$4,301.56	$2,343.54	$1,760.73	$71.15	$0.00	$4,175.42	2389 1ST ST
097 -0112-010-01	COM	A1	2	125.210	7,150	$5,859.33	$2,962.17	$313.48	$18.42	$9,153.40	$5,859.33	$2,962.17	$119.71	$0.00	$8,941.20	2491 1ST ST
097 -0113-001-00	MFR	A2	2	0.000	3,904	$0.00	$0.00	$983.79	$57.79	$1,041.58	$0.00	$0.00	$375.66	$0.00	$375.66	211 MAPLE ST
097 -0113-006-00	MFR	A2	2	0.000	2,144	$0.00	$0.00	$540.28	$31.74	$572.02	$0.00	$0.00	$206.31	$0.00	$206.30	244 MCLEOD ST
097 -0113-007-03	MFR	A2	2	0.000	3,008	$0.00	$0.00	$758.00	$44.53	$802.53	$0.00	$0.00	$289.45	$0.00	$289.44	222 MCLEOD ST
097 -0113-008-01	MFR	A2	2	0.000	2,040	$0.00	$0.00	$514.07	$30.20	$544.27	$0.00	$0.00	$196.30	$0.00	$196.30	2437 2ND ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0113-009-00	MFR	A2	2	0.000	1,475	$0.00	$0.00	$371.69	$21.84	$393.53	$0.00	$0.00	$141.93	$0.00	$141.92	2453 2ND ST
097 -0113-010-00	SFR	A2	2	0.000	1,068	$0.00	$0.00	$269.13	$15.81	$284.94	$0.00	$0.00	$102.77	$0.00	$102.76	2471 2ND ST
097 -0130-002-03	OFF	C2	2	0.000	2,500	$0.00	$0.00	$156.75	$9.21	$165.96	$0.00	$0.00	$59.85	$0.00	$59.84	2551 2ND ST
097 -0130-002-07	SFR	C2	2	0.000	2,384	$0.00	$0.00	$600.76	$35.29	$636.05	$0.00	$0.00	$229.40	$0.00	$229.40	2558 3RD ST
097 -0130-006-01	SFR	C2	2	0.000	2,022	$0.00	$0.00	$509.54	$29.93	$539.47	$0.00	$0.00	$194.57	$0.00	$194.56	240 MAPLE ST
097 -0130-006-02	MFR	C2	2	0.000	4,063	$0.00	$0.00	$1,023.86	$60.15	$1,084.01	$0.00	$0.00	$390.96	$0.00	$390.96	212 MAPLE ST
097 -0131-002-02	COM	C1	2	0.000	600	$0.00	$76.49	$26.31	$1.55	$104.35	$0.00	$8.25	$10.05	$0.00	$18.30	2552 2ND ST
097 -0131-003-03	COM	C1	2	111.810	7,417	$624.91	$945.56	$325.19	$19.11	$1,914.77	$67.38	$101.95	$124.18	$0.00	$293.50	186 MAPLE ST
097 -0133-001-01	COM	C2	2	0.000	500	$0.00	$0.00	$21.92	$1.29	$23.21	$0.00	$0.00	$8.37	$0.00	$8.36	2778 4TH ST
097 -0133-001-02	COM	C2	2	0.000	900	$0.00	$0.00	$39.46	$2.32	$41.78	$0.00	$0.00	$15.07	$0.00	$15.06	2794 4TH ST
097 -0133-002-02	MFR	C2	2	0.000	1,644	$0.00	$0.00	$414.28	$24.34	$438.62	$0.00	$0.00	$158.19	$0.00	$158.18	2762 4TH ST
097 -0133-002-03	SFR	C2	2	0.000	1,088	$0.00	$0.00	$274.17	$16.11	$290.28	$0.00	$0.00	$104.69	$0.00	$104.68	392 CHURCH ST
097 -0133-002-04	SFR	C2	2	0.000	1,448	$0.00	$0.00	$364.89	$21.44	$386.33	$0.00	$0.00	$139.33	$0.00	$139.32	374 CHURCH ST
097 -0133-002-05	SFR	C2	2	0.000	1,268	$0.00	$0.00	$319.53	$18.77	$338.30	$0.00	$0.00	$122.01	$0.00	$122.00	356 CHURCH ST
097 -0133-002-06	SFR	C2	2	0.000	1,478	$0.00	$0.00	$372.45	$21.88	$394.33	$0.00	$0.00	$142.22	$0.00	$142.22	340 CHURCH ST
097 -0133-002-07	SFR	C2	2	0.000	1,318	$0.00	$0.00	$332.13	$19.51	$351.64	$0.00	$0.00	$126.83	$0.00	$126.82	2746 4TH ST
097 -0133-003-01	SFR	C2	2	0.000	2,188	$0.00	$0.00	$551.37	$32.39	$583.76	$0.00	$0.00	$210.54	$0.00	$210.54	2659 3RD ST
097 -0133-003-03	SFR	C2	2	0.000	1,038	$0.00	$0.00	$261.57	$15.37	$276.94	$0.00	$0.00	$99.88	$0.00	$99.88	2643 3RD ST
097 -0133-003-04	MFR	C2	2	0.000	750	$0.00	$0.00	$189.00	$11.10	$200.10	$0.00	$0.00	$72.17	$0.00	$72.16	326 CHURCH ST
097 -0133-003-05	SFR	C2	2	0.000	840	$0.00	$0.00	$211.68	$12.44	$224.12	$0.00	$0.00	$80.83	$0.00	$80.82	306 CHURCH ST
097 -0136-001-02	VCOM	C1	2	99.620	0	$556.78	$0.00	$0.00	$0.00	$556.78	$60.03	$0.00	$0.00	$0.00	$60.02	2ND ST
097 -0136-002-06	COM	C1	2	223.830	11,229	$1,250.99	$1,431.53	$492.32	$28.93	$3,203.77	$134.88	$154.35	$188.00	$0.00	$477.22	2256 3RD ST
097 -0136-004-06	COM	C1	2	122.000	2,734	$681.86	$348.54	$119.87	$7.04	$1,157.31	$73.52	$37.58	$45.77	$0.00	$156.86	3252 4TH ST
097 -0136-004-12	COM	C1	2	0.000	5,591	$0.00	$712.77	$245.13	$14.40	$972.30	$0.00	$76.85	$93.60	$0.00	$170.44	2954 4TH ST
097 -0136-004-23	IND	C1	2	169.000	10,200	$944.54	$1,300.35	$447.21	$26.28	$2,718.38	$101.84	$140.21	$170.77	$0.00	$412.82	3170 4TH ST
097 -0152-006-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2800 FOURTH ST UNIT 101
097 -0152-007-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2800 FOURTH ST UNIT 102
097 -0152-008-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2800 FOURTH ST UNIT 103
097 -0152-009-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2800 FOURTH ST UNIT 104
097 -0152-011-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	350 WOOD ST UNIT 201
097 -0152-012-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	350 WOOD ST UNIT 202
097 -0152-013-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	350 WOOD ST UNIT 203
097 -0152-014-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	350 WOOD ST UNIT 204
097 -0152-015-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	350 WOOD ST UNIT 205
097 -0152-016-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	350 WOOD ST UNIT 206
097 -0152-018-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2812 FOURTH ST UNIT 301
097 -0152-019-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2812 FOURTH ST UNIT 302
097 -0152-020-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2812 FOURTH ST UNIT 303
097 -0152-021-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2812 FOURTH ST UNIT 304
097 -0152-023-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	266 WOOD ST UNIT 401
097 -0152-024-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	266 WOOD ST UNIT 402
097 -0152-025-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	266 WOOD ST UNIT 403
097 -0152-026-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	266 WOOD ST UNIT 404
097 -0152-027-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	266 WOOD ST UNIT 405
097 -0152-028-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	266 WOOD ST UNIT 406
097 -0152-030-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	274 WOOD ST UNIT 501
097 -0152-031-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	274 WOOD ST UNIT 502
097 -0152-032-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	274 WOOD ST UNIT 503
097 -0152-033-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	274 WOOD ST UNIT 504
097 -0152-034-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	274 WOOD ST UNIT 505
097 -0152-035-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	274 WOOD ST UNIT 506
097 -0152-037-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2878 FOURTH ST UNIT 1401
097 -0152-038-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2878 FOURTH ST UNIT 1402
097 -0152-039-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2878 FOURTH ST UNIT 1403
097 -0152-040-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2878 FOURTH ST UNIT 1404
097 -0152-043-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2933 FIRST ST UNIT 1001
097 -0152-044-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2933 FIRST ST UNIT 1002

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0152-045-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2933 FIRST ST UNIT 1003
097 -0152-046-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2933 FIRST ST UNIT 1004
097 -0152-048-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2834 FOURTH ST UNIT 1101
097 -0152-049-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2834 FOURTH ST UNIT 1102
097 -0152-050-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2834 FOURTH ST UNIT 1103
097 -0152-051-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2834 FOURTH ST UNIT 1104
097 -0152-053-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2985 FIRST ST UNIT 1201
097 -0152-054-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2985 FIRST ST UNIT 1202
097 -0152-055-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2985 FIRST ST UNIT 1203
097 -0152-056-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2985 FIRST ST UNIT 1204
097 -0152-057-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2985 FIRST ST UNIT 1205
097 -0152-058-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2985 FIRST ST UNIT 1206
097 -0152-060-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2856 FOURTH ST UNIT 1301
097 -0152-061-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2856 FOURTH ST UNIT 1302
097 -0152-062-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2856 FOURTH ST UNIT 1303
097 -0152-063-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2856 FOURTH ST UNIT 1304
097 -0152-066-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	220 WOOD ST UNIT 601
097 -0152-067-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	220 WOOD ST UNIT 602
097 -0152-068-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	220 WOOD ST UNIT 603
097 -0152-069-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	220 WOOD ST UNIT 604
097 -0152-071-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	238 WOOD ST UNIT 701
097 -0152-072-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	238 WOOD ST UNIT 702
097 -0152-073-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	238 WOOD ST UNIT 703
097 -0152-074-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	238 WOOD ST UNIT 704
097 -0152-076-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2827 FIRST ST UNIT 801
097 -0152-077-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2827 FIRST ST UNIT 802
097 -0152-078-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2827 FIRST ST UNIT 803
097 -0152-079-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2827 FIRST ST UNIT 804
097 -0152-080-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2827 FIRST ST UNIT 805
097 -0152-081-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2827 FIRST ST UNIT 806
097 -0152-083-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2871 FIRST ST UNIT 901
097 -0152-084-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2871 FIRST ST UNIT 902
097 -0152-085-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2871 FIRST ST UNIT 903
097 -0152-086-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2871 FIRST ST UNIT 904
097 -0152-087-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2871 FIRST ST UNIT 905
097 -0152-088-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2871 FOURTH ST UNIT 906
097 -0152-092-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2755 1ST ST
097 -0152-093-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2755 1ST ST
097 -0152-094-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2755 1ST ST
097 -0152-095-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2755 1ST ST
097 -0152-096-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2755 1ST ST
097 -0152-097-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2755 1ST ST
097 -0152-099-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	212 WOOD ST
097 -0152-100-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	212 WOOD ST
097 -0152-101-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	212 WOOD ST
097 -0152-102-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	212 WOOD ST
097 -0152-103-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	212 WOOD ST
097 -0152-104-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	212 WOOD ST
097 -0152-106-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2676 3RD ST UNIT 1701
097 -0152-107-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2676 3RD ST UNIT 1702
097 -0152-108-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2676 3RD ST UNIT 1703
097 -0152-109-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2676 3RD ST UNIT 1704
097 -0152-110-00	CON	C1	2	7.435	1,117	$41.55	$142.40	$281.48	$16.54	$481.97	$4.48	$15.35	$107.48	$0.00	$127.30	2676 3RD ST UNIT 1705
097 -0152-111-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2676 3RD ST UNIT 1706
097 -0152-113-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2695 3RD ST
097 -0152-114-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2695 3RD ST
097 -0152-115-00	CON	C1	2	7.435	1,420	$41.55	$181.03	$357.83	$21.02	$601.43	$4.48	$19.52	$136.64	$0.00	$160.64	2695 3RD ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
097 -0152-116-00	CON	C1	2	7.435	1,744	$41.55	$222.33	$439.48	$25.82	$729.18	$4.48	$23.97	$167.82	$0.00	$196.26	2695 3RD ST
098 -0249-002-00	MFR	B3	1	0.000	62,236	$0.00	$0.00	$15,683.22	$1,842.68	$17,525.90	$0.00	$0.00	$5,988.70	$0.00	$5,988.70	1651 CHESTNUT ST
098 -0249-003-00	MFR	B3	1	0.000	57,658	$0.00	$0.00	$14,529.59	$1,707.14	$16,236.73	$0.00	$0.00	$5,548.18	$0.00	$5,548.18	1665 CHESTNUT ST
098 -0250-001-01	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1881 CHESTNUT ST
098 -0250-001-02	SFR	B3	1	0.000	975	$0.00	$0.00	$245.70	$28.87	$274.57	$0.00	$0.00	$93.82	$0.00	$93.82	1867 CHESTNUT ST
098 -0250-001-03	PUB	B3	1	0.000	2,400	$0.00	$0.00	$105.23	$12.36	$117.59	$0.00	$0.00	$40.18	$0.00	$40.18	241 N M ST
098 -0250-002-04	COM	B3	1	0.000	1,400	$0.00	$0.00	$61.38	$7.21	$68.59	$0.00	$0.00	$23.44	$0.00	$23.44	242 N N ST
098 -0250-002-05	COM	B3	1	0.000	5,600	$0.00	$0.00	$245.53	$28.85	$274.38	$0.00	$0.00	$93.76	$0.00	$93.76	1815 CHESTNUT ST
098 -0250-003-00	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1839 CHESTNUT ST
098 -0250-004-00	SFR	B3	1	0.000	832	$0.00	$0.00	$209.66	$24.63	$234.29	$0.00	$0.00	$80.06	$0.00	$80.06	1853 CHESTNUT ST
098 -0251-004-01	SFR	B3	1	0.000	794	$0.00	$0.00	$200.08	$23.51	$223.59	$0.00	$0.00	$76.40	$0.00	$76.40	258 N M ST
098 -0251-005-00	MFR	B3	1	0.000	1,400	$0.00	$0.00	$352.79	$41.45	$394.24	$0.00	$0.00	$134.72	$0.00	$134.72	276 N M ST
098 -0251-006-00	SFR	B3	1	0.000	988	$0.00	$0.00	$248.97	$29.25	$278.22	$0.00	$0.00	$95.07	$0.00	$95.06	1917 CHESTNUT ST
098 -0251-007-01	MFR	B3	1	0.000	1,484	$0.00	$0.00	$373.96	$43.94	$417.90	$0.00	$0.00	$142.80	$0.00	$142.80	1949 CHESTNUT ST
098 -0251-008-00	MFR	B3	1	0.000	2,874	$0.00	$0.00	$724.24	$85.09	$809.33	$0.00	$0.00	$276.55	$0.00	$276.54	1963 CHESTNUT ST
098 -0251-010-00	SFR	B3	1	0.000	1,363	$0.00	$0.00	$343.47	$40.36	$383.83	$0.00	$0.00	$131.16	$0.00	$131.16	277 N L ST
098 -0251-011-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$382.78	$44.97	$427.75	$0.00	$0.00	$146.17	$0.00	$146.16	1989 CHESTNUT ST
098 -0251-012-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$429.40	$50.45	$479.85	$0.00	$0.00	$163.97	$0.00	$163.96	1985 CHESTNUT ST
098 -0251-013-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$380.51	$44.71	$425.22	$0.00	$0.00	$145.30	$0.00	$145.30	277 N L ST
098 -0251-014-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$380.51	$44.71	$425.22	$0.00	$0.00	$145.30	$0.00	$145.30	269 N L ST
098 -0251-015-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$429.40	$50.45	$479.85	$0.00	$0.00	$163.97	$0.00	$163.96	267 N L ST
098 -0251-016-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$382.78	$44.97	$427.75	$0.00	$0.00	$146.17	$0.00	$146.16	265 N L ST
098 -0251-017-00	SFR	B3	1	0.000	1,521	$0.00	$0.00	$383.29	$45.03	$428.32	$0.00	$0.00	$146.36	$0.00	$146.36	261 N L ST
098 -0252-002-02	MFR	A3	1	0.000	1,892	$0.00	$0.00	$476.78	$56.02	$532.80	$0.00	$0.00	$182.06	$0.00	$182.06	279 N K ST
098 -0252-002-03	SFR	A3	1	0.000	756	$0.00	$0.00	$190.51	$22.38	$212.89	$0.00	$0.00	$72.75	$0.00	$72.74	263 N K ST
098 -0252-003-02	MFR	A3	1	0.000	2,906	$0.00	$0.00	$732.30	$86.04	$818.34	$0.00	$0.00	$279.63	$0.00	$279.62	241 N K ST
098 -0252-004-01	COM	A3	1	0.000	3,400	$0.00	$0.00	$149.07	$17.52	$166.59	$0.00	$0.00	$56.92	$0.00	$56.92	242 N L ST
098 -0252-005-01	COM	A3	1	0.000	3,168	$0.00	$0.00	$138.90	$16.32	$155.22	$0.00	$0.00	$53.04	$0.00	$53.04	260 N L ST
098 -0252-007-02	COM	A3	1	0.000	2,688	$0.00	$0.00	$117.85	$13.85	$131.70	$0.00	$0.00	$45.00	$0.00	$45.00	220 N L ST
098 -0252-008-00	MFR	A3	1	0.000	3,720	$0.00	$0.00	$937.43	$110.14	$1,047.57	$0.00	$0.00	$357.96	$0.00	$357.96	231 N K ST
098 -0252-010-00	MFR	A3	1	0.000	24,188	$0.00	$0.00	$6,095.28	$716.16	$6,811.44	$0.00	$0.00	$2,327.51	$0.00	$2,327.50	2083 CHESTNUT ST
098 -0253-001-02	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	269 N LIVERMORE AVE
098 -0253-001-03	MFR	A3	1	0.000	2,804	$0.00	$0.00	$706.60	$83.02	$789.62	$0.00	$0.00	$269.82	$0.00	$269.82	2155 CHESTNUT ST
098 -0253-002-01	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	245 N LIVERMORE AVE
098 -0253-003-01	MFR	A3	1	0.000	5,616	$0.00	$0.00	$1,415.21	$166.28	$1,581.49	$0.00	$0.00	$540.40	$0.00	$540.40	207 N LIVERMORE AVE
098 -0253-005-00	SFR	A3	1	0.000	714	$0.00	$0.00	$179.93	$21.14	$201.07	$0.00	$0.00	$68.71	$0.00	$68.70	2152 OAK ST
098 -0253-006-00	SFR	A3	1	0.000	1,220	$0.00	$0.00	$307.44	$36.12	$343.56	$0.00	$0.00	$117.40	$0.00	$117.40	210 N K ST
098 -0253-007-01	SFR	A3	1	0.000	1,458	$0.00	$0.00	$367.41	$43.17	$410.58	$0.00	$0.00	$140.30	$0.00	$140.30	228 N K ST
098 -0253-007-03	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	240 N K ST
098 -0253-007-04	MFR	A3	1	0.000	1,698	$0.00	$0.00	$427.89	$50.27	$478.16	$0.00	$0.00	$163.39	$0.00	$163.38	264 N K ST
098 -0253-008-01	MFR	A3	1	0.000	1,825	$0.00	$0.00	$459.89	$54.03	$513.92	$0.00	$0.00	$175.61	$0.00	$175.60	278 N K ST
098 -0253-009-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$521.63	$61.29	$582.92	$0.00	$0.00	$199.19	$0.00	$199.18	2177 CHESTNUT ST
098 -0253-010-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$521.63	$61.29	$582.92	$0.00	$0.00	$199.19	$0.00	$199.18	2183 CHESTNUT ST
098 -0253-011-00	MFR	A3	1	0.000	2,208	$0.00	$0.00	$556.41	$65.37	$621.78	$0.00	$0.00	$212.47	$0.00	$212.46	2121 CHESTNUT ST
098 -0253-012-00	MFR	A3	1	0.000	1,680	$0.00	$0.00	$423.35	$49.74	$473.09	$0.00	$0.00	$161.66	$0.00	$161.66	2147 CHESTNUT ST
098 -0260-006-04	COM	C2	1	0.000	960	$0.00	$0.00	$42.09	$4.95	$47.04	$0.00	$0.00	$16.07	$0.00	$16.06	2680 OLD 1ST ST
098 -0260-008-04	COM	C2	1	0.000	1,440	$0.00	$0.00	$63.14	$7.42	$70.56	$0.00	$0.00	$24.11	$0.00	$24.10	2620 OLD 1ST ST
098 -0260-009-06	COM	C1	1	0.000	2,967	$0.00	$378.25	$130.09	$15.29	$523.63	$0.00	$40.78	$49.67	$0.00	$90.44	2582 OLD 1ST ST
098 -0260-009-08	COM	C2	1	0.000	5,466	$0.00	$0.00	$239.65	$28.16	$267.81	$0.00	$0.00	$91.51	$0.00	$91.50	2602 OLD 1ST ST
098 -0260-010-02	COM	C1	1	0.000	2,720	$0.00	$346.76	$119.26	$14.01	$480.03	$0.00	$37.39	$45.54	$0.00	$82.92	2574 OLD 1ST ST
098 -0260-014-01	COM	C1	1	0.000	2,577	$0.00	$328.53	$112.99	$13.28	$454.80	$0.00	$35.42	$43.14	$0.00	$78.56	2560 OLD 1ST ST
098 -0260-015-01	COM	C1	1	0.000	7,655	$0.00	$975.90	$335.63	$39.44	$1,350.97	$0.00	$105.22	$128.16	$0.00	$233.38	2558 OLD 1ST ST
098 -0260-016-01	COM	C2	1	0.000	3,120	$0.00	$0.00	$136.79	$16.07	$152.86	$0.00	$0.00	$52.24	$0.00	$52.24	2456 RAILROAD AVE
098 -0260-016-02	COM	C2	1	0.000	2,699	$0.00	$0.00	$118.33	$13.91	$132.24	$0.00	$0.00	$45.19	$0.00	$45.18	2494 RAILROAD AVE
098 -0264-001-01	COM	C2	1	0.000	1,388	$0.00	$0.00	$60.86	$7.15	$68.01	$0.00	$0.00	$23.24	$0.00	$23.24	2730 1ST ST
098 -0275-002-06	COM	C1	1	60.000	1,984	$335.34	$252.93	$86.99	$10.22	$685.48	$36.16	$27.27	$33.22	$0.00	$96.64	2589 OLD 1ST ST
098 -0275-002-08	COM	C1	1	50.000	1,944	$279.45	$247.83	$85.23	$10.02	$622.53	$30.13	$26.72	$32.55	$0.00	$89.40	2589 OLD 1ST ST

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 Assessment Roll
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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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0275-003-00	COM	C1	1	82.860	720	$463.10	$91.79	$31.57	$3.71	$590.17	$49.93	$9.90	$12.05	$0.00	$71.88	2605 OLD 1ST ST
098 -0275-004-00	VCOM	C1	1	100.000	0	$558.90	$0.00	$0.00	$0.00	$558.90	$60.26	$0.00	$0.00	$0.00	$60.26	2617 OLD 1ST ST
098 -0275-005-00	COM	C1	1	60.000	2,100	$335.34	$267.72	$92.07	$10.82	$705.95	$36.16	$28.87	$35.16	$0.00	$100.18	2617 OLD 1ST ST
098 -0275-007-03	COM	C1	1	65.740	2,000	$367.42	$254.97	$87.69	$10.30	$720.38	$39.62	$27.49	$33.48	$0.00	$100.58	2677 OLD 1ST ST
098 -0275-008-04	COM	C1	1	84.630	10,214	$473.00	$1,302.13	$447.82	$52.62	$2,275.57	$51.00	$140.40	$171.00	$0.00	$362.40	2752 1ST ST
098 -0275-011-00	COM	C1	1	0.000	2,481	$0.00	$316.29	$108.78	$12.78	$437.85	$0.00	$34.10	$41.54	$0.00	$75.64	2787 OLD 1ST ST
098 -0275-012-00	COM	C1	1	0.000	5,262	$0.00	$670.83	$230.71	$27.11	$928.65	$0.00	$72.33	$88.10	$0.00	$160.42	2821 OLD 1ST ST
098 -0275-017-00	COM	C1	1	93.960	3,200	$525.14	$407.95	$140.30	$16.49	$1,089.88	$56.62	$43.99	$53.57	$0.00	$154.18	2653 OLD 1ST ST
098 -0281-002-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$87.69	$10.30	$97.99	$0.00	$0.00	$33.48	$0.00	$33.48	183 N LIVERMORE AVE
098 -0281-004-01	COM	A2	1	0.000	2,176	$0.00	$0.00	$95.40	$11.21	$106.61	$0.00	$0.00	$36.43	$0.00	$36.42	145 N LIVERMORE AVE
098 -0281-004-03	COM	A2	1	0.000	2,816	$0.00	$0.00	$123.46	$14.51	$137.97	$0.00	$0.00	$47.15	$0.00	$47.14	145 N LIVERMORE AVE
098 -0281-005-00	COM	A2	1	0.000	3,200	$0.00	$0.00	$140.30	$16.49	$156.79	$0.00	$0.00	$53.57	$0.00	$53.56	101 N LIVERMORE AVE
098 -0281-006-00	COM	A2	1	0.000	1,560	$0.00	$0.00	$68.40	$8.04	$76.44	$0.00	$0.00	$26.12	$0.00	$26.12	2160 RAILROAD AVE
098 -0281-007-00	COM	A2	1	0.000	3,046	$0.00	$0.00	$133.55	$15.69	$149.24	$0.00	$0.00	$51.00	$0.00	$51.00	2136 RAILROAD AVE
098 -0281-008-00	COM	A2	1	0.000	5,010	$0.00	$0.00	$219.66	$25.81	$245.47	$0.00	$0.00	$83.88	$0.00	$83.88	2120 RAILROAD AVE
098 -0282-002-01	COM	A2	1	0.000	5,175	$0.00	$0.00	$226.89	$26.66	$253.55	$0.00	$0.00	$86.64	$0.00	$86.64	116 N L ST
098 -0282-004-05	COM	A2	1	0.000	9,116	$0.00	$0.00	$399.68	$46.97	$446.65	$0.00	$0.00	$152.62	$0.00	$152.62	150 N L ST
098 -0282-007-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$87.69	$10.30	$97.99	$0.00	$0.00	$33.48	$0.00	$33.48	170 N L ST
098 -0282-008-00	COM	A2	1	0.000	4,760	$0.00	$0.00	$208.70	$24.52	$233.22	$0.00	$0.00	$79.69	$0.00	$79.68	181 N K ST
098 -0289-001-00	COM	A1	2	0.000	3,924	$0.00	$1,625.67	$172.04	$10.11	$1,807.82	$0.00	$1,625.67	$65.70	$0.00	$1,691.36	21 S LIVERMORE AVE
098 -0289-028-00	COM	A1	2	20.000	1,664	$935.92	$689.38	$72.96	$4.29	$1,702.55	$935.92	$689.38	$27.86	$0.00	$1,653.16	2038 1ST ST
098 -0290-001-11	COM	B2	1	0.000	37,912	$0.00	$0.00	$1,662.21	$195.32	$1,857.53	$0.00	$0.00	$634.72	$0.00	$634.72	1620 RAILROAD AVE
098 -0290-001-16	COM	B2	1	0.000	21,200	$0.00	$0.00	$929.49	$109.22	$1,038.71	$0.00	$0.00	$354.93	$0.00	$354.92	1784 RAILROAD AVE
098 -0290-002-07	COM	B2	1	0.000	20,100	$0.00	$0.00	$881.26	$103.56	$984.82	$0.00	$0.00	$336.51	$0.00	$336.50	1456 RAILROAD AVE
098 -0290-002-11	COM	B2	1	0.000	7,043	$0.00	$0.00	$308.79	$36.29	$345.08	$0.00	$0.00	$117.91	$0.00	$117.90	1344 RAILROAD AVE
098 -0290-002-15	COM	B2	1	0.000	66,816	$0.00	$0.00	$2,929.48	$344.24	$3,273.72	$0.00	$0.00	$1,118.63	$0.00	$1,118.62	1490 RAILROAD AVE
098 -0290-021-00	COM	B2	1	0.000	2,880	$0.00	$0.00	$126.27	$14.84	$141.11	$0.00	$0.00	$48.22	$0.00	$48.22	1114 E STANLEY BLVD
098 -0290-022-00	COM	B2	1	0.000	4,980	$0.00	$0.00	$218.34	$25.66	$244.00	$0.00	$0.00	$83.38	$0.00	$83.38	1116 E STANLEY BLVD
098 -0290-024-03	COM	B2	1	0.000	104,000	$0.00	$0.00	$4,559.78	$535.81	$5,095.59	$0.00	$0.00	$1,741.17	$0.00	$1,741.16	1088 E STANLEY BLVD
098 -0403-003-00	COM	B1	2	0.000	5,800	$0.00	$721.45	$254.30	$14.94	$990.69	$0.00	$36.85	$97.10	$0.00	$133.94	34 S P ST
098 -0403-006-01	COM	B1	2	0.000	3,350	$0.00	$416.70	$146.88	$8.63	$572.21	$0.00	$21.28	$56.09	$0.00	$77.36	41 S O ST
098 -0403-006-02	COM	B1	2	0.000	3,255	$0.00	$404.88	$142.71	$8.38	$555.97	$0.00	$20.68	$54.50	$0.00	$75.18	41 S O ST
098 -0403-012-00	COM	B1	2	140.020	4,200	$787.75	$522.43	$184.14	$10.82	$1,505.14	$40.23	$26.68	$70.32	$0.00	$137.22	76 S ST
098 -0403-019-00	COM	B1	2	770.050	144,058	$4,332.30	$17,919.09	$6,316.08	$371.09	$28,938.56	$221.27	$915.21	$2,411.82	$0.00	$3,548.30	1410 1ST ST
098 -0403-020-00	COM	B1	2	151.350	9,205	$851.50	$1,144.99	$403.58	$23.71	$2,423.78	$43.49	$58.48	$154.11	$0.00	$256.08	1334 1ST ST
098 -0403-021-00	COM	B1	2	236.950	15,580	$1,333.08	$1,937.97	$683.09	$40.13	$3,994.27	$68.09	$98.98	$260.84	$0.00	$427.90	1620 1ST ST
098 -0403-022-00	COM	B1	2	63.050	1,250	$354.72	$155.49	$54.81	$3.22	$568.24	$18.12	$7.94	$20.93	$0.00	$46.98	1620 1ST ST
098 -0405-001-00	COM	B1	2	0.000	12,640	$0.00	$1,572.26	$554.19	$32.56	$2,159.01	$0.00	$80.30	$211.62	$0.00	$291.92	1601 RAILROAD AVE
098 -0405-002-00	COM	B1	2	0.000	7,500	$0.00	$932.91	$328.83	$19.32	$1,281.06	$0.00	$47.65	$125.56	$0.00	$173.20	28 S P ST
098 -0405-003-00	MFR	B1	2	0.000	178,938	$0.00	$22,257.74	$45,091.66	$2,649.00	$69,998.40	$0.00	$1,136.80	$17,218.42	$0.00	$18,355.22	1809 RAILROAD AVE
098 -0407-001-00	COM	C1	1	128.690	6,521	$719.25	$831.33	$285.91	$33.60	$1,870.09	$77.55	$89.64	$109.17	$0.00	$276.36	RAILROAD AVE
098 -0407-011-00	OFF	A1	2	47.620	2,648	$2,228.43	$1,097.04	$166.02	$9.75	$3,501.24	$2,228.43	$1,097.04	$63.40	$0.00	$3,388.86	2250 1ST ST
098 -0407-012-00	COM	A1	2	0.000	4,980	$0.00	$2,063.16	$218.34	$12.83	$2,294.33	$0.00	$2,063.16	$83.38	$0.00	$2,146.54	56 S LIVERMORE AVE
098 -0407-023-00	COM	A1	2	99.660	34,567	$4,663.69	$14,320.76	$1,515.56	$89.04	$20,589.05	$4,663.69	$14,320.76	$578.72	$0.00	$19,563.16	2490 FIRST ST
098 -0407-024-00	COM	A1	2	167.200	24,409	$7,824.29	$10,112.40	$1,070.19	$62.88	$19,069.76	$7,824.29	$10,112.40	$408.66	$0.00	$18,345.34	2470 1ST ST
098 -0407-025-00	COM	A1	2	0.000	5,775	$0.00	$2,392.52	$253.20	$14.88	$2,660.60	$0.00	$2,392.52	$96.68	$0.00	$2,489.20	2375 RAILROAD AVE
098 -0407-027-00	COM	A1	2	224.280	45,640	$10,495.41	$18,908.20	$2,001.04	$117.57	$31,522.22	$10,495.41	$18,908.20	$764.10	$0.00	$30,167.70	2300 1ST ST
098 -0407-028-01	PUB	A1	2	0.000	33,845	$0.00	$14,021.65	$1,483.90	$87.18	$15,592.73	$0.00	$14,021.65	$566.63	$0.00	$14,588.28	2400 1ST ST
098 -0408-001-00	COM	B2	1	0.000	1,200	$0.00	$0.00	$52.61	$6.18	$58.79	$0.00	$0.00	$20.09	$0.00	$20.08	187 N L ST
098 -0408-002-00	COM	B2	1	0.000	1,400	$0.00	$0.00	$61.38	$7.21	$68.59	$0.00	$0.00	$23.44	$0.00	$23.44	1984 RAILROAD AVE
098 -0408-021-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1926 RAILROAD AVE UNIT 100
098 -0408-022-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1926 RAILROAD AVE UNIT 102
098 -0408-023-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1926 RAILROAD AVE UNIT 104
098 -0408-024-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1926 RAILROAD AVE UNIT 106
098 -0408-025-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1926 RAILROAD AVE UNIT 108
098 -0408-026-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1926 RAILROAD AVE UNIT 110
098 -0408-027-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1926 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0408-028-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1926 RAILROAD AVE UNIT 114
098 -0408-029-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1926 RAILROAD AVE UNIT 116
098 -0408-030-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1926 RAILROAD AVE UNIT 118
098 -0408-031-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1926 RAILROAD AVE UNIT 120
098 -0408-032-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1926 RAILROAD AVE UNIT 122
098 -0408-034-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1948 RAILROAD AVE UNIT 100
098 -0408-035-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1948 RAILROAD AVE UNIT 102
098 -0408-036-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1948 RAILROAD AVE UNIT 104
098 -0408-037-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1948 RAILROAD AVE UNIT 106
098 -0408-038-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1948 RAILROAD AVE UNIT 108
098 -0408-039-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1948 RAILROAD AVE UNIT 110
098 -0408-041-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	161 N L ST UNIT 101
098 -0408-042-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	161 N L ST UNIT 103
098 -0408-043-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	161 N L ST UNIT 105
098 -0408-044-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	161 N L ST UNIT 107
098 -0408-045-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	161 N L ST UNIT 109
098 -0408-046-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	161 N L ST UNIT 111
098 -0408-047-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	161 N L ST UNIT 113
098 -0408-048-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	161 N L ST UNIT 115
098 -0408-050-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1976 LOCOMOTIVE LN UNIT 10
098 -0408-051-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1976 LOCOMOTIVE LN UNIT 10
098 -0408-052-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1976 LOCOMOTIVE LN UNIT 10
098 -0408-053-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1976 LOCOMOTIVE LN UNIT 10
098 -0408-054-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1976 LOCOMOTIVE LN UNIT 10
098 -0408-055-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1976 LOCOMOTIVE LN UNIT 11
098 -0408-056-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1976 LOCOMOTIVE LN UNIT 11
098 -0408-058-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1930 DEPOT DR UNIT 114
098 -0408-059-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1930 DEPOT DR UNIT 112
098 -0408-060-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1930 DEPOT DR UNIT 110
098 -0408-061-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1930 DEPOT DR UNIT 108
098 -0408-062-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1930 DEPOT DR UNIT 106
098 -0408-063-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1930 DEPOT DR UNIT 104
098 -0408-064-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1930 DEPOT DR UNIT 102
098 -0408-065-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1930 DEPOT DR UNIT 100
098 -0408-067-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1921 DEPOT DR UNIT 101
098 -0408-068-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1921 DEPOT DR UNIT 103
098 -0408-069-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1921 DEPOT DR UNIT 105
098 -0408-070-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1921 DEPOT DR UNIT 107
098 -0408-071-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	1921 DEPOT DR UNIT 109
098 -0408-072-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1921 DEPOT DR UNIT 111
098 -0408-073-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1921 DEPOT DR UNIT 113
098 -0408-074-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1921 DEPOT DR UNIT 115
098 -0408-076-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	153 GILLETTE PL UNIT 114
098 -0408-077-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	153 GILLETTE PL UNIT 112
098 -0408-078-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	153 GILLETTE PL UNIT 110
098 -0408-079-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	153 GILLETTE PL UNIT 108
098 -0408-080-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$504.24	$59.25	$563.49	$0.00	$0.00	$192.55	$0.00	$192.54	153 GILLETTE PL UNIT 106
098 -0408-081-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	153 GILLETTE PL UNIT 104
098 -0408-082-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	153 GILLETTE PL UNIT 102
098 -0408-083-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	153 GILLETTE PL UNIT 100
098 -0408-121-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1832 RAILROAD AVE UNIT 100
098 -0408-122-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1832 RAILROAD AVE UNIT 102
098 -0408-123-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1832 RAILROAD AVE UNIT 104
098 -0408-124-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1832 RAILROAD AVE UNIT 106
098 -0408-125-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	1832 RAILROAD AVE UNIT 108
098 -0408-126-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	1832 RAILROAD AVE UNIT 110
098 -0408-127-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$353.30	$41.51	$394.81	$0.00	$0.00	$134.91	$0.00	$134.90	1832 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0408-128-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$293.83	$34.52	$328.35	$0.00	$0.00	$112.20	$0.00	$112.20	1832 RAILROAD AVE UNIT 114
098 -0408-129-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1832 RAILROAD AVE UNIT 116
098 -0408-130-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1832 RAILROAD AVE UNIT 118
098 -0408-132-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1874 RAILROAD AVE UNIT 100
098 -0408-133-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1874 RAILROAD AVE UNIT 102
098 -0408-134-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1874 RAILROAD AVE UNIT 104
098 -0408-135-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1874 RAILROAD AVE UNIT 106
098 -0408-136-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$497.94	$58.51	$556.45	$0.00	$0.00	$190.14	$0.00	$190.14	1874 RAILROAD AVE UNIT 108
098 -0408-137-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$352.54	$41.42	$393.96	$0.00	$0.00	$134.62	$0.00	$134.62	1874 RAILROAD AVE UNIT 110
098 -0408-138-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$293.07	$34.43	$327.50	$0.00	$0.00	$111.91	$0.00	$111.90	1874 RAILROAD AVE UNIT 112
098 -0408-139-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	1874 RAILROAD AVE UNIT 114
098 -0408-140-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	1874 RAILROAD AVE UNIT 116
098 -0408-141-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	1874 RAILROAD AVE UNIT 118
098 -0408-142-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	1874 RAILROAD AVE UNIT 120
098 -0408-148-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	170 N N ST UNIT 118
098 -0408-149-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	170 N N ST UNIT 116
098 -0408-150-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 114
098 -0408-151-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 112
098 -0408-152-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 110
098 -0408-153-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 108
098 -0408-154-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	170 N N ST UNIT 106
098 -0408-155-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	170 N N ST UNIT 104
098 -0408-156-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	170 N N ST UNIT 102
098 -0408-157-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	170 N N ST UNIT 100
098 -0408-159-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	162 ZEPHYR PL UNIT 100
098 -0408-160-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	162 ZEPHYR PL UNIT 102
098 -0408-161-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 104
098 -0408-162-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 106
098 -0408-163-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 108
098 -0408-164-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	162 ZEPHYR PL UNIT 110
098 -0408-165-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	162 ZEPHYR PL UNIT 112
098 -0408-166-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	162 ZEPHYR PL UNIT 114
098 -0408-168-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	157 ZEPHYR PL UNIT 115
098 -0408-169-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	157 ZEPHYR PL UNIT 113
098 -0408-170-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 111
098 -0408-171-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 109
098 -0408-172-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 107
098 -0408-173-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$436.96	$51.34	$488.30	$0.00	$0.00	$166.86	$0.00	$166.86	157 ZEPHYR PL UNIT 105
098 -0408-174-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	157 ZEPHYR PL UNIT 103
098 -0408-175-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	157 ZEPHYR PL UNIT 101
098 -0408-177-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	168 GILLETTE PL UNIT 100
098 -0408-178-00	CON	B2	1	0.000	1,880	$0.00	$0.00	$473.75	$55.66	$529.41	$0.00	$0.00	$180.90	$0.00	$180.90	168 GILLETTE PL UNIT 102
098 -0408-179-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 104
098 -0408-180-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 106
098 -0408-181-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 108
098 -0408-182-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 110
098 -0408-183-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$348.01	$40.89	$388.90	$0.00	$0.00	$132.89	$0.00	$132.88	168 GILLETTE PL UNIT 112
098 -0408-184-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$288.54	$33.90	$322.44	$0.00	$0.00	$110.18	$0.00	$110.18	168 GILLETTE PL UNIT 114
098 -0408-185-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$448.55	$52.70	$501.25	$0.00	$0.00	$171.28	$0.00	$171.28	168 GILLETTE PL UNIT 116
098 -0408-186-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$324.32	$38.11	$362.43	$0.00	$0.00	$123.84	$0.00	$123.84	168 GILLETTE PL UNIT 118
098 -0409-001-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2704 HOLLINGBURY CMN
098 -0409-002-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2712 HOLLINGBURY CMN
098 -0409-003-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2718 HOLLINGBURY CMN
098 -0409-004-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2707 HOLLINGBURY CMN
098 -0409-005-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2713 HOLLINGBURY CMN
098 -0409-006-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2719 HOLLINGBURY CMN
098 -0409-007-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2776 PATCHAM CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0409-008-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2784 PATCHAM CMN
098 -0409-009-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2792 PATCHAM CMN
098 -0409-010-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2701 PATCHAM CMN
098 -0409-011-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2709 PATCHAM CMN
098 -0409-012-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2717 PATCHAM CMN
098 -0409-013-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2725 PATCHAM CMN
098 -0409-014-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2733 PATCHAM CMN
098 -0409-015-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2741 PATCHAM CMN
098 -0409-016-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2749 PATCHAM CMN
098 -0409-017-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2757 PATCHAM CMN
098 -0409-018-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2765 PATCHAM CMN
098 -0409-019-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2773 PATCHAM CMN
098 -0409-020-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2781 PATCHAM CMN
098 -0409-021-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2789 PATCHAM CMN
098 -0409-022-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2797 PATCHAM CMN
098 -0409-023-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2805 PATCHAM CMN
098 -0409-024-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2813 PATCHAM CMN
098 -0409-025-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2821 PATCHAM CMN
098 -0409-026-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2829 PATCHAM CMN
098 -0409-027-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2837 PATCHAM CMN
098 -0409-028-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2845 PATCHAM CMN
098 -0409-029-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2853 PATCHAM CMN
098 -0409-030-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2861 PATCHAM CMN
098 -0409-031-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2869 PATCHAM CMN
098 -0409-032-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2877 PATCHAM CMN
098 -0409-033-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2885 PATCHAM CMN
098 -0409-034-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2891 PATCHAM CMN
098 -0409-035-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2895 PATCHAM CMN
098 -0409-036-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2899 PATCHAM CMN
098 -0409-037-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2858 PATCHAM CMN
098 -0409-038-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2874 PATCHAM CMN
098 -0409-039-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2880 PATCHAM CMN
098 -0409-040-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2888 PATCHAM CMN
098 -0409-041-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2892 PATCHAM CMN
098 -0409-042-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2896 PATCHAM CMN
098 -0409-057-00	SFR	C1	1	0.000	1,825	$0.00	$232.66	$459.89	$54.03	$746.58	$0.00	$25.09	$175.61	$0.00	$200.70	2855 OLD 1ST ST
098 -0409-058-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-059-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-060-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-061-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-062-00	SFR	C1	1	0.000	1,929	$0.00	$245.92	$486.10	$57.11	$789.13	$0.00	$26.52	$185.62	$0.00	$212.14	2855 OLD 1ST ST
098 -0409-063-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-064-00	SFR	C1	1	0.000	1,916	$0.00	$244.26	$482.82	$56.73	$783.81	$0.00	$26.34	$184.37	$0.00	$210.70	2855 OLD 1ST ST
098 -0409-065-00	SFR	C1	1	0.000	1,916	$0.00	$244.26	$482.82	$56.73	$783.81	$0.00	$26.34	$184.37	$0.00	$210.70	2855 OLD 1ST ST
098 -0409-066-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-067-00	SFR	C1	1	0.000	1,929	$0.00	$245.92	$486.10	$57.11	$789.13	$0.00	$26.52	$185.62	$0.00	$212.14	2855 OLD 1ST ST
098 -0409-068-00	SFR	C1	1	0.000	1,821	$0.00	$232.15	$458.88	$53.92	$744.95	$0.00	$25.03	$175.23	$0.00	$200.26	2855 OLD 1ST ST
098 -0409-069-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-070-00	SFR	C1	1	0.000	1,825	$0.00	$232.66	$459.89	$54.03	$746.58	$0.00	$25.09	$175.61	$0.00	$200.70	2855 OLD 1ST ST
098 -0409-071-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0409-072-00	SFR	C1	1	0.000	1,993	$0.00	$254.08	$502.23	$59.01	$815.32	$0.00	$27.40	$191.78	$0.00	$219.18	2855 OLD 1ST ST
098 -0409-073-00	SFR	C1	1	0.000	1,843	$0.00	$234.95	$464.43	$54.57	$753.95	$0.00	$25.33	$177.34	$0.00	$202.66	2855 OLD 1ST ST
098 -0410-001-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2902 WORTHING CMN
098 -0410-002-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2904 WORTHING CMN
098 -0410-003-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2906 WORTHING CMN
098 -0410-004-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2908 WORTHING CMN
098 -0410-005-00	SFR	C1	1	8.084	2,013	$45.18	$256.63	$507.27	$59.60	$868.68	$4.87	$27.67	$193.70	$0.00	$226.24	2912 WORTHING CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0410-006-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	2914 WORTHING CMN
098 -0410-007-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2916 WORTHING CMN
098 -0410-008-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2920 WORTHING CMN
098 -0410-009-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2922 WORTHING CMN
098 -0410-010-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2928 WORTHING CMN
098 -0410-011-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2934 WORTHING CMN
098 -0410-012-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2938 WORTHING CMN
098 -0410-013-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2946 WORTHING CMN
098 -0410-014-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2950 WORTHING CMN
098 -0410-015-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2954 WORTHING CMN
098 -0410-016-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2960 WORTHING CMN
098 -0410-017-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2968 WORTHING CMN
098 -0410-018-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2974 WORTHING CMN
098 -0410-019-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2980 WORTHING CMN
098 -0410-020-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2986 WORTHING CMN
098 -0410-021-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2992 WORTHING CMN
098 -0410-022-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2998 WORTHING CMN
098 -0410-023-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2999 WORTHING CMN
098 -0410-024-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2995 WORTHING CMN
098 -0410-025-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2991 WORTHING CMN
098 -0410-026-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2885 WORTHING CMN
098 -0410-027-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2977 PATCHAM CMN
098 -0410-028-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2973 PATCHAM CMN
098 -0410-030-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2951 PATCHAM CMN
098 -0410-031-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2945 PATCHAM CMN
098 -0410-032-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2937 PATCHAM CMN
098 -0410-033-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2929 PATCHAM CMN
098 -0410-034-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2921 PATCHAM CMN
098 -0410-035-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2915 PATCHAM CMN
098 -0410-036-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2907 PATCHAM CMN
098 -0410-037-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2910 PATCHAM CMN
098 -0410-038-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2918 PATCHAM CMN
098 -0410-039-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2924 PATCHAM CMN
098 -0410-040-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2932 PATCHAM CMN
098 -0410-041-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2940 PATCHAM CMN
098 -0410-042-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2948 PATCHAM CMN
098 -0410-043-00	SFR	C1	1	8.084	1,802	$45.18	$229.73	$454.10	$53.35	$782.36	$4.87	$24.77	$173.40	$0.00	$203.04	2956 PATCHAM CMN
098 -0410-044-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2951 WORTHING CMN
098 -0410-045-00	SFR	C1	1	8.084	1,843	$45.18	$234.95	$464.43	$54.57	$799.13	$4.87	$25.33	$177.34	$0.00	$207.54	2949 WORTHING CMN
098 -0410-046-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2943 WORTHING CMN
098 -0410-047-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2937 WORTHING CMN
098 -0410-048-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	2735 OLD 1ST ST
098 -0410-049-00	SFR	C1	1	8.084	1,830	$45.18	$233.30	$461.15	$54.18	$793.81	$4.87	$25.15	$176.09	$0.00	$206.10	2925 WORTHING CMN
098 -0410-050-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	2921 WORTHING CMN
098 -0410-061-00	SFR	C1	1	8.084	1,948	$45.18	$248.34	$490.89	$57.68	$842.09	$4.87	$26.78	$187.45	$0.00	$219.10	2959 PATCHAM CMN
098 -0410-062-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	2967 PATCHAM CMN
098 -0410-063-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	2961 PATCHAM CMN
098 -0410-070-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3000 WORTHING CMN
098 -0410-071-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3004 WORTHING CMN
098 -0410-072-00	SFR	C1	1	8.084	1,806	$45.18	$230.24	$455.10	$53.47	$783.99	$4.87	$24.82	$173.78	$0.00	$203.46	3008 WORTHING CMN
098 -0410-073-00	SFR	C1	1	8.084	1,955	$45.18	$249.23	$492.65	$57.88	$844.94	$4.87	$26.87	$188.12	$0.00	$219.86	3012 WORTHING CMN
098 -0410-074-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	3015 WORTHING CMN
098 -0410-075-00	SFR	C1	1	8.084	1,786	$45.18	$227.69	$450.06	$52.88	$775.81	$4.87	$24.55	$171.86	$0.00	$201.28	3009 WORTHING CMN
098 -0410-076-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3007 WORTHING CMN
098 -0410-077-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3005 WORTHING CMN
098 -0410-078-00	SFR	C1	1	8.084	1,915	$45.18	$244.13	$482.57	$56.70	$828.58	$4.87	$26.32	$184.27	$0.00	$215.46	3003 WORTHING CMN
098 -0410-079-00	SFR	C1	1	8.084	1,927	$45.18	$245.66	$485.60	$57.05	$833.49	$4.87	$26.49	$185.43	$0.00	$216.78	3001 WORTHING CMN

City of Livermore - Maintenance District No. LL-859
Maximum & FY 2023-24 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 2023-24 Frontage Assessment	FY 2023-24 Area Assessment	FY 2023-24 Park/Plaza Assessment	FY 2023-24 Trail Assessment	FY 2023-24 Assessment*	Property Address
098 -0412-014-00	SFR	B3	1	0.000	1,694	$0.00	$0.00	$426.88	$50.16	$477.04	$0.00	$0.00	$163.01	$0.00	$163.00	1681 CHESTNUT ST
098 -0412-015-00	SFR	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1683 CHESTNUT ST
098 -0412-016-00	SFR	B3	1	0.000	1,694	$0.00	$0.00	$426.88	$50.16	$477.04	$0.00	$0.00	$163.01	$0.00	$163.00	1687 CHESTNUT ST
098 -0412-017-00	SFR	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1685 CHESTNUT ST
098 -0412-018-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1715 CHESTNUT ST
098 -0412-019-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1718 PEDROZZI CMN
098 -0412-020-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1716 PEDROZZI CMN
098 -0412-021-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1714 PEDROZZI CMN
098 -0412-022-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1727 CHESTNUT ST
098 -0412-023-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1735 PEDROZZI CMN
098 -0412-024-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1733 PEDROZZI CMN
098 -0412-025-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1731 PEDROZZI CMN
098 -0412-026-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1757 CHESTNUT ST
098 -0412-027-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1758 PEDROZZI CMN
098 -0412-028-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1756 PEDROZZI CMN
098 -0412-029-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1754 PEDROZZI CMN
098 -0412-030-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$421.84	$49.56	$471.40	$0.00	$0.00	$161.08	$0.00	$161.08	1767 CHESTNUT ST
098 -0412-031-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	249 N N ST
098 -0412-032-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	247 N N ST
098 -0412-033-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	245 N N ST
098 -0412-047-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1727 PEDROZZI CMN
098 -0412-048-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1725 PEDROZZI CMN
098 -0412-049-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1723 PEDROZZI CMN
098 -0412-050-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1721 PEDROZZI CMN
098 -0412-051-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1719 PEDROZZI CMN
098 -0412-052-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1702 PEDROZZI CMN
098 -0412-053-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$541.79	$63.66	$605.45	$0.00	$0.00	$206.89	$0.00	$206.88	1704 PEDROZZI CMN
098 -0412-054-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1706 PEDROZZI CMN
098 -0412-055-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1708 PEDROZZI CMN
098 -0412-056-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1710 PEDROZZI CMN
098 -0412-057-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$486.10	$57.11	$543.21	$0.00	$0.00	$185.62	$0.00	$185.62	1712 PEDROZZI CMN
098 -0413-001-00	COM	B1	2	300.000	11,584	$1,687.80	$1,440.91	$507.89	$29.84	$3,666.44	$86.20	$73.59	$193.94	$0.00	$353.72	1934 1ST ST
098 -0413-001-00	MFR	B1	2	0.000	265,499	$0.00	$33,024.89	$66,904.69	$3,930.45	$103,860.03	$0.00	$1,686.73	$25,547.80	$0.00	$27,234.52	1934 1ST ST
099 -0175-021-01	COM	B2	1	0.000	16,382	$0.00	$0.00	$718.25	$84.40	$802.65	$0.00	$0.00	$274.27	$0.00	$274.26	1002 E STANLEY BLVD
099 -0175-022-01	COM	B2	1	0.000	984	$0.00	$0.00	$43.14	$5.07	$48.21	$0.00	$0.00	$16.47	$0.00	$16.46	E STANLEY BLVD
				9810.096	2,951,826	$163,343.36	$337,413.71	$420,771.44	$35,617.40	$957,145.91	$126,053.07	$185,777.96	$160,673.32	$0.00	$472,501.16	

* The FY 2023-24 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: The Greens, Tournament Number: 805

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

4,853 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,022.00
Contractor Services			$0.00
Irrigation Water			$1,759.12
Maintenance Materials			$220.00
Equipment Maintenance & Operations			$64.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$4,065.12
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$407.00
Alameda County Charge	1.7% of Assessment Revenue		$63.00
Subtotal:			$470.00
Total cost of maintenance			$4,535.12
Total Revenue (FY2023-24 Assessment x No. of Units)			$3,720.30
Assessment Net Change			$26.76
Estimated fund balance as of June 30, 2023			$19,331.57
Estimated fund balance as of June 30, 2024			$18,516.75

CITY OF LIVERMORE

District Name: Capistrano
Number: 809

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,038 SF comprised of 38.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,810.00
Contractor Services			$0.00
Irrigation Water			$781.42
Maintenance Materials			$118.00
Equipment Maintenance & Operations			$56.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$119.52
Phone Costs			$0.00
Subtotal:			$2,884.94
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$288.00
Alameda County Charge	1.7% of Assessment Revenue		$43.00
Subtotal:			$331.00
Total cost of maintenance			$3,215.94
Total Revenue (FY2023-24 Assessment x No. of Units)			$2,508.13
Assessment Net Change			$3.32
Estimated fund balance as of June 30, 2023			$30,522.59
Estimated fund balance as of June 30, 2024			$29,814.78

CITY OF LIVERMORE

District Name: Vintage
Collection Number: 813

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

11,294 SF comprised of
10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,535.00
Contractor Services			$0.00
Irrigation Water			$2,216.64
Maintenance Materials			$55.00
Equipment Maintenance & Operations			$174.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$170.16
Subtotal:			$8,150.80
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$815.00
Alameda County Charge	1.7% of Assessment Revenue		$200.00
Subtotal:			$1,015.00
Total cost of maintenance			$9,165.80
Total Revenue (FY2023-24 Assessment x No. of Units)			$11,776.18
Assessment Net Change			$59.30
Estimated fund balance as of June 30, 2023			$37,733.28
Estimated fund balance as of June 30, 2024			$40,343.66

CITY OF LIVERMORE

District Name: Bluffs
Number: 815

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

37,731 SF comprised of
51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$22,670.00
Contractor Services			$6,814.10
Irrigation Water			$4,750.38
Maintenance Materials			$227.00
Equipment Maintenance & Operations			$711.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$112.24
Phone Costs			$187.52
Subtotal:			$35,472.24
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,547.00
Alameda County Charge	1.7% of Assessment Revenue		$530.00
Subtotal:			$4,077.00
Total cost of maintenance			$39,549.24
Total Revenue (FY2023-24 Assessment x No. of Units)			$31,166.17
Assessment Net Change			$30.77
Estimated fund balance as of June 30, 2023			$74,511.49
Estimated fund balance as of June 30, 2024			$66,128.42

CITY OF LIVERMORE

District Name:
Lomitas/Evans Number:
817

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

7,002 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,767.00
Contractor Services			$0.00
Irrigation Water			$1,123.74
Maintenance Materials			$28.00
Equipment Maintenance & Operations			$86.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$180.72
Subtotal:			$4,185.46
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$419.00
Alameda County Charge	1.7% of Assessment Revenue		$138.00
Subtotal:			$557.00
Total cost of maintenance			$4,742.46
Total Revenue (FY2023-24 Assessment x No. of Units)			$8,138.70
Assessment Net Change			$51.23
Estimated fund balance as of June 30, 2023			$43,219.45
Estimated fund balance as of June 30, 2024			$46,615.69

CITY OF LIVERMORE

District Name: Airport
Business Park Site #2
Number: 818

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

80,000 SF comprised of
19.54 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$25,544.00
Contractor Services			$0.00
Irrigation Water			$3,325.24
Maintenance Materials			$257.00
Equipment Maintenance & Operations			$801.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$29,927.24
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,993.00
Alameda County Charge	1.7% of Assessment Revenue		$583.00
Subtotal:			$3,576.00
Total cost of maintenance			$33,503.24
Total Revenue (FY2023-24 Assessment x No. of Units)			$34,278.12
Assessment Net Change			$88.33
Estimated fund balance as of June 30, 2023			$51,627.62
Estimated fund balance as of June 30, 2024			$52,402.50

CITY OF LIVERMORE

District Name: Vintner
Place Number: 819

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

2,162 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,277.00
Contractor Services			$0.00
Irrigation Water			$856.14
Maintenance Materials			$563.00
Equipment Maintenance & Operations			$41.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$74.52
Phone Costs			$93.36
Subtotal:			$2,905.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$291.00
Alameda County Charge	1.7% of Assessment Revenue		$111.00
Subtotal:			$402.00
Total cost of maintenance			$3,307.02
Total Revenue (FY2023-24 Assessment x No. of Units)			$6,523.85
Assessment Net Change			$46.93
Estimated fund balance as of June 30, 2023			$30,353.08
Estimated fund balance as of June 30, 2024			$33,569.91

CITY OF LIVERMORE

District Name: Arroyo Road/Lomitas Avenue Number: 820

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

6,937 SF comprised of 5.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,087.00
Contractor Services			$0.00
Irrigation Water			$1,281.76
Maintenance Materials			$1,835.96
Equipment Maintenance & Operations			$97.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$6,301.72
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$630.00
Alameda County Charge	1.7% of Assessment Revenue		$115.00
Subtotal:			$745.00
Total cost of maintenance			$7,046.72
Total Revenue (FY2023-24 Assessment x No. of Units)			$6,739.20
Assessment Net Change			$67.87
Estimated fund balance as of June 30, 2023			$30,645.14
Estimated fund balance as of June 30, 2024			$30,337.62

CITY OF LIVERMORE

District Name: Shea
Business Center Number:
821

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

21,330 SF comprised of
89.55 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$13,304.00
Contractor Services			$17,208.00
Irrigation Water			$804.70
Maintenance Materials			$134.00
Equipment Maintenance & Operations			$418.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$31,868.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,187.00
Alameda County Charge	1.7% of Assessment Revenue		$388.00
Subtotal:			$3,575.00
Total cost of maintenance			$35,443.70
Total Revenue (FY2023-24 Assessment x No. of Units)			$22,806.81
Assessment Net Change			$12.82
Estimated fund balance as of June 30, 2023			$14,140.96
Estimated fund balance as of June 30, 2024			$1,504.07

CITY OF LIVERMORE

District Name: Prima
Number: 822

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

54,040 SF comprised of
149.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,386.00
Contractor Services			$2,861.20
Irrigation Water			$8,292.16
Maintenance Materials			$264.00
Equipment Maintenance & Operations			$200.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$98.10
Phone Costs			$180.92
Subtotal:			$18,282.38
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,828.00
Alameda County Charge	1.7% of Assessment Revenue		$800.00
Subtotal:			$2,628.00
Total cost of maintenance			$20,910.38
Total Revenue (FY2023-24 Assessment x No. of Units)			$47,040.36
Assessment Net Change			$15.90
Estimated fund balance as of June 30, 2023			$209,036.78
Estimated fund balance as of June 30, 2024			$235,166.76

CITY OF LIVERMORE

District Name: Vintner
Estates Number: 824

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

10,000 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,257.00
Contractor Services			$0.00
Irrigation Water			$2,811.74
Maintenance Materials			$143.00
Equipment Maintenance & Operations			$133.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$66.40
Phone Costs			$60.22
Subtotal:			$7,471.36
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$747.00
Alameda County Charge	1.7% of Assessment Revenue		$158.00
Subtotal:			$905.00
Total cost of maintenance			$8,376.36
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,302.67
Assessment Net Change			$58.55
Estimated fund balance as of June 30, 2023			$26,462.92
Estimated fund balance as of June 30, 2024			$27,389.23

CITY OF LIVERMORE

District Name: Park Lane
Number: 826

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

36,842 SF comprised of
62.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$18,626.00
Contractor Services			$4,176.10
Irrigation Water			$5,817.60
Maintenance Materials			$288.00
Equipment Maintenance & Operations			$583.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$346.14
Phone Costs			$0.00
Subtotal:			$29,836.84
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,984.00
Alameda County Charge	1.7% of Assessment Revenue		$592.00
Subtotal:			$3,576.00
Total cost of maintenance			$33,412.84
Total Revenue (FY2023-24 Assessment x No. of Units)			$34,829.57
Assessment Net Change			$28.29
Estimated fund balance as of June 30, 2023			$87,777.80
Estimated fund balance as of June 30, 2024			$89,194.53

CITY OF LIVERMORE

District Name: Kristopher
Ranch Number: 827

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

231,815 SF comprised of
324.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$56,835.00
Contractor Services			$16,119.80
Irrigation Water			$30,611.62
Maintenance Materials			$770.00
Equipment Maintenance & Operations			$1,781.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$77.48
Phone Costs			$361.84
Subtotal:			$106,556.74
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$10,656.00
Alameda County Charge	1.7% of Assessment Revenue		$2,220.00
Subtotal:			$12,876.00
Total cost of maintenance			$119,432.74
Total Revenue (FY2023-24 Assessment x No. of Units)			$130,617.26
Assessment Net Change			$20.30
Estimated fund balance as of June 30, 2023			$539,005.05
Estimated fund balance as of June 30, 2024			$550,189.57

CITY OF LIVERMORE

District Name: Scenic
Meadows Number: 828

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,474 SF comprised of 44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,810.00
Contractor Services			$1,147.70
Irrigation Water			$2,028.16
Maintenance Materials			$118.00
Equipment Maintenance & Operations			$56.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$5,159.86
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$516.00
Alameda County Charge	1.7% of Assessment Revenue		$85.00
Subtotal:			$601.00
Total cost of maintenance			$5,760.86
Total Revenue (FY2023-24 Assessment x No. of Units)			$5,023.43
Assessment Net Change			$5.75
Estimated fund balance as of June 30, 2023			$22,646.94
Estimated fund balance as of June 30, 2024			$21,909.51

CITY OF LIVERMORE

District Name: Larry's
Place Number: 829

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

8,275 SF comprised of 4.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$852.00
Contractor Services			$1,950.00
Irrigation Water			$1,940.14
Maintenance Materials			$8.00
Equipment Maintenance & Operations			$26.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$524.44
Phone Costs			$152.84
Subtotal:			$5,453.42
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$545.00
Alameda County Charge	1.7% of Assessment Revenue		$141.00
Subtotal:			$686.00
Total cost of maintenance			$6,139.42
Total Revenue (FY2023-24 Assessment x No. of Units)			$8,295.55
Assessment Net Change			$104.43
Estimated fund balance as of June 30, 2023			$27,315.17
Estimated fund balance as of June 30, 2024			$29,471.30

CITY OF LIVERMORE

District Name: Vinsanto
Number: 830

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

176,050 SF comprised of
243.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$31,185.00
Contractor Services			$0.00
Irrigation Water			$14,832.82
Maintenance Materials			$1,113.00
Equipment Maintenance & Operations			$977.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$399.78
Phone Costs			$0.00
Subtotal:			$48,507.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,851.00
Alameda County Charge	1.7% of Assessment Revenue		$1,105.00
Subtotal:			$5,956.00
Total cost of maintenance			$54,463.60
Total Revenue (FY2023-24 Assessment x No. of Units)			$65,004.98
Assessment Net Change			$13.47
Estimated fund balance as of June 30, 2023			$188,244.74
Estimated fund balance as of June 30, 2024			$198,786.12

CITY OF LIVERMORE

District Name: Sevillano
Number: 831

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

78,710 SF comprised of
50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$30,440.00
Contractor Services			$12,391.60
Irrigation Water			$14,708.14
Maintenance Materials			$33,955.08
Equipment Maintenance & Operations			$954.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$92,448.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$9,245.00
Alameda County Charge	1.7% of Assessment Revenue		$930.00
Subtotal:			$10,175.00
Total cost of maintenance			$102,623.82
Total Revenue (FY2023-24 Assessment x No. of Units)			$54,730.39
Assessment Net Change			$55.12
Estimated fund balance as of June 30, 2023			$36,107.33
Estimated fund balance as of June 30, 2024			$(11,786.10)

CITY OF LIVERMORE

District Name: California
Nugget II Number: 832

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

10,053 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,342.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$24.00
Equipment Maintenance & Operations			$73.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$167.72
Phone Costs			$0.00
Subtotal:			$2,606.72
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$261.00
Alameda County Charge	1.7% of Assessment Revenue		$83.00
Subtotal:			$344.00
Total cost of maintenance			$2,950.72
Total Revenue (FY2023-24 Assessment x No. of Units)			$4,874.41
Assessment Net Change			$35.06
Estimated fund balance as of June 30, 2023			$36,807.85
Estimated fund balance as of June 30, 2024			$38,731.54

CITY OF LIVERMORE

District Name: Ashford
Renaissance Number: 835

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

13,100 SF comprised of
13.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,876.00
Contractor Services			$0.00
Irrigation Water			$2,021.80
Maintenance Materials			$180.00
Equipment Maintenance & Operations			$247.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$81.42
Phone Costs			$0.00
Subtotal:			$10,406.22
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,041.00
Alameda County Charge	1.7% of Assessment Revenue		$259.00
Subtotal:			$1,300.00
Total cost of maintenance			$11,706.22
Total Revenue (FY2023-24 Assessment x No. of Units)			$15,218.54
Assessment Net Change			$58.95
Estimated fund balance as of June 30, 2023			$52,736.34
Estimated fund balance as of June 30, 2024			$56,248.66

CITY OF LIVERMORE

District Name: Legacy
Number: 836

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

13,700 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,277.00
Contractor Services			$1,789.60
Irrigation Water			$1,289.48
Maintenance Materials			$13.00
Equipment Maintenance & Operations			$41.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$718.90
Phone Costs			$0.00
Subtotal:			$5,128.98
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$513.00
Alameda County Charge	1.7% of Assessment Revenue		$167.00
Subtotal:			$680.00
Total cost of maintenance			$5,808.98
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,840.19
Assessment Net Change			$82.58
Estimated fund balance as of June 30, 2023			$23,884.65
Estimated fund balance as of June 30, 2024			$27,915.86

CITY OF LIVERMORE

District Name: Los Olivos
Number: 837

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

457,702 SF comprised of
177.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$101,111.00
Contractor Services			$6,828.90
Irrigation Water			$86,768.14
Maintenance Materials			$2,235.14
Equipment Maintenance & Operations			$3,170.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$389.14
Phone Costs			$0.00
Subtotal:			$200,502.32
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$20,050.00
Alameda County Charge	1.7% of Assessment Revenue		$3,528.00
Subtotal:			$23,578.00
Total cost of maintenance			$224,080.32
Total Revenue (FY2023-24 Assessment x No. of Units)			$207,536.23
Assessment Net Change			$59.04
Estimated fund balance as of June 30, 2023			$26,516.80
Estimated fund balance as of June 30, 2024			$9,972.71

CITY OF LIVERMORE

District Name: Ponderosa
- Legacy Number: 838

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

150,357 SF comprised of
82.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$12,772.00
Contractor Services			$39,962.40
Irrigation Water			$20,756.24
Maintenance Materials			$3,155.82
Equipment Maintenance & Operations			$401.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$77,047.46
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$7,705.00
Alameda County Charge	1.7% of Assessment Revenue		$1,566.00
Subtotal:			$9,271.00
Total cost of maintenance			$86,318.46
Total Revenue (FY2023-24 Assessment x No. of Units)			$92,130.69
Assessment Net Change			$56.57
Estimated fund balance as of June 30, 2023			$285,359.05
Estimated fund balance as of June 30, 2024			$291,171.28

CITY OF LIVERMORE

District Name: Reserves
Number: 839

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

6,623 SF comprised of 50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,409.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$84.00
Equipment Maintenance & Operations			$264.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$180.92
Subtotal:			$8,937.92
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$894.00
Alameda County Charge	1.7% of Assessment Revenue		$241.00
Subtotal:			$1,135.00
Total cost of maintenance			$10,072.92
Total Revenue (FY2023-24 Assessment x No. of Units)			$14,168.96
Assessment Net Change			$14.27
Estimated fund balance as of June 30, 2023			$57,694.36
Estimated fund balance as of June 30, 2024			$61,790.40

CITY OF LIVERMORE

District Name: Birchwood
Number: 840

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

57,675 SF comprised of
66.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,235.00
Contractor Services			$2,228.90
Irrigation Water			$0.00
Maintenance Materials			$613.00
Equipment Maintenance & Operations			$71.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$613.92
Phone Costs			$0.00
Subtotal:			$5,761.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$576.00
Alameda County Charge	1.7% of Assessment Revenue		$227.00
Subtotal:			$803.00
Total cost of maintenance			$6,564.82
Total Revenue (FY2023-24 Assessment x No. of Units)			$13,361.99
Assessment Net Change			$10.19
Estimated fund balance as of June 30, 2023			$99,211.30
Estimated fund balance as of June 30, 2024			$106,008.47

CITY OF LIVERMORE

District Name: Vineyard
Gates I Number: 841

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

149,839 SF comprised of 69.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$29,269.00
Contractor Services			$11,806.30
Irrigation Water			$30,865.00
Maintenance Materials			$494.00
Equipment Maintenance & Operations			$918.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$84.14
Phone Costs			$0.00
Subtotal:			$73,436.44
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$7,344.00
Alameda County Charge	1.7% of Assessment Revenue		$1,199.00
Subtotal:			$8,543.00
Total cost of maintenance			$81,979.44
Total Revenue (FY2023-24 Assessment x No. of Units)			$70,555.18
Assessment Net Change			$51.49
Estimated fund balance as of June 30, 2023			$22,135.11
Estimated fund balance as of June 30, 2024			$10,710.85

CITY OF LIVERMORE

District Name: Lennox
Number: 842

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

11,960 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,405.00
Contractor Services			$0.00
Irrigation Water			$1,863.66
Maintenance Materials			$134.00
Equipment Maintenance & Operations			$107.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$81.18
Phone Costs			$0.00
Subtotal:			$5,590.84
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$559.00
Alameda County Charge	1.7% of Assessment Revenue		$94.00
Subtotal:			$653.00
Total cost of maintenance			$6,243.84
Total Revenue (FY2023-24 Assessment x No. of Units)			$5,506.70
Assessment Net Change			$46.21
Estimated fund balance as of June 30, 2023			$31,365.70
Estimated fund balance as of June 30, 2024			$30,628.56

CITY OF LIVERMORE

District Name: Parkside
Tiffany Collection
Number: 843

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

11,722 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,770.00
Contractor Services			$2,634.50
Irrigation Water			$2,526.18
Maintenance Materials			$177.00
Equipment Maintenance & Operations			$244.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$88.40
Phone Costs			$0.00
Subtotal:			$13,440.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,344.00
Alameda County Charge	1.7% of Assessment Revenue		$296.00
Subtotal:			$1,640.00
Total cost of maintenance			$15,080.08
Total Revenue (FY2023-24 Assessment x No. of Units)			$17,417.94
Assessment Net Change			$109.63
Estimated fund balance as of June 30, 2023			$35,620.41
Estimated fund balance as of June 30, 2024			$37,958.27

CITY OF LIVERMORE

District Name:
Cornerstone Number: 844

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

15,970 SF comprised of
51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$11,389.00
Contractor Services			$0.00
Irrigation Water			$4,969.36
Maintenance Materials			$215.00
Equipment Maintenance & Operations			$357.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$91.24
Phone Costs			$0.00
Subtotal:			$17,021.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,702.00
Alameda County Charge	1.7% of Assessment Revenue		$257.00
Subtotal:			$1,959.00
Total cost of maintenance			$18,980.60
Total Revenue (FY2023-24 Assessment x No. of Units)			$15,146.74
Assessment Net Change			$14.95
Estimated fund balance as of June 30, 2023			$(25,056.88)
Estimated fund balance as of June 30, 2024			$(28,890.74)

CITY OF LIVERMORE

District Name: Arroyo
Plaza II Number: 850

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

8,805 SF comprised of 22.72 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,131.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$71.00
Equipment Maintenance & Operations			$223.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$89.64
Phone Costs			$0.00
Subtotal:			$7,514.64
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$751.00
Alameda County Charge	1.7% of Assessment Revenue		$166.00
Subtotal:			$917.00
Total cost of maintenance			$8,431.64
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,780.90
Assessment Net Change			$21.68
Estimated fund balance as of June 30, 2023			$22,445.07
Estimated fund balance as of June 30, 2024			$23,794.33

CITY OF LIVERMORE

District Name: Ladera
Estates Number: 853

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

148,477 SF comprised of
44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$43,957.00
Contractor Services			$12,439.20
Irrigation Water			$34,024.52
Maintenance Materials			$840.00
Equipment Maintenance & Operations			$1,378.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$472.34
Phone Costs			$0.00
Subtotal:			$93,111.06
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$9,311.00
Alameda County Charge	1.7% of Assessment Revenue		$1,607.00
Subtotal:			$10,918.00
Total cost of maintenance			$104,029.06
Total Revenue (FY2023-24 Assessment x No. of Units)			$94,520.82
Assessment Net Change			$108.17
Estimated fund balance as of June 30, 2023			$260,462.88
Estimated fund balance as of June 30, 2024			$250,954.64

CITY OF LIVERMORE

District Name: Mt. Day
Number: 801

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,492 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$852.00
Contractor Services			$1,339.50
Irrigation Water			$804.72
Maintenance Materials			$8.00
Equipment Maintenance & Operations			$26.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$81.94
Phone Costs			$0.00
Subtotal:			$3,112.16
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$311.00
Alameda County Charge	1.7% of Assessment Revenue		$63.00
Subtotal:			$374.00
Total cost of maintenance			$3,486.16
Total Revenue (FY2023-24 Assessment x No. of Units)			$3,734.40
Assessment Net Change			$36.90
Estimated fund balance as of June 30, 2023			$2,753.08
Estimated fund balance as of June 30, 2024			$3,001.32

CITY OF LIVERMORE

District Name:
Lomitas/Ryan Number:
802

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

7,986 SF comprised of 29.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,342.00
Contractor Services			$0.00
Irrigation Water			$823.46
Maintenance Materials			$124.00
Equipment Maintenance & Operations			$73.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$215.64
Phone Costs			$0.00
Subtotal:			$3,578.10
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$358.00
Alameda County Charge	1.7% of Assessment Revenue		$66.00
Subtotal:			$424.00
Total cost of maintenance			$4,002.10
Total Revenue (FY2023-24 Assessment x No. of Units)			$3,901.86
Assessment Net Change			$7.98
Estimated fund balance as of June 30, 2023			$(1,929.98)
Estimated fund balance as of June 30, 2024			$(2,030.22)

CITY OF LIVERMORE

District Name: Ridgecrest
Number: 803

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

30,547 SF comprised of
39.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$20,116.00
Contractor Services			$6,213.30
Irrigation Water			$17,826.72
Maintenance Materials			$502.00
Equipment Maintenance & Operations			$630.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$112.24
Phone Costs			$0.00
Subtotal:			$45,400.26
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,540.00
Alameda County Charge	1.7% of Assessment Revenue		$641.00
Subtotal:			$5,181.00
Total cost of maintenance			$50,581.26
Total Revenue (FY2023-24 Assessment x No. of Units)			$37,721.74
Assessment Net Change			$57.34
Estimated fund balance as of June 30, 2023			$51,932.50
Estimated fund balance as of June 30, 2024			$39,072.98

CITY OF LIVERMORE

District Name: Sonterra
Number: 804

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

19,559 SF comprised of
35.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,045.00
Contractor Services			$1,961.00
Irrigation Water			$4,334.32
Maintenance Materials			$39.00
Equipment Maintenance & Operations			$127.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$278.82
Phone Costs			$0.00
Subtotal:			$10,785.14
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,079.00
Alameda County Charge	1.7% of Assessment Revenue		$294.00
Subtotal:			$1,373.00
Total cost of maintenance			$12,158.14
Total Revenue (FY2023-24 Assessment x No. of Units)			$17,284.72
Assessment Net Change			$29.28
Estimated fund balance as of June 30, 2023			$64,024.48
Estimated fund balance as of June 30, 2024			$69,151.06

CITY OF LIVERMORE

District Name:
Saddleback Number: 806

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

41,941 SF comprised of
78.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$14,901.00
Contractor Services			$0.00
Irrigation Water			$5,772.78
Maintenance Materials			$150.00
Equipment Maintenance & Operations			$467.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$142.34
Phone Costs			$420.50
Subtotal:			$21,853.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,185.00
Alameda County Charge	1.7% of Assessment Revenue		$670.00
Subtotal:			$2,855.00
Total cost of maintenance			$24,708.62
Total Revenue (FY2023-24 Assessment x No. of Units)			$39,385.04
Assessment Net Change			$29.94
Estimated fund balance as of June 30, 2023			$95,902.20
Estimated fund balance as of June 30, 2024			$110,578.62

CITY OF LIVERMORE

District Name: Altamar
Number: 807

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

27,093 SF comprised of
55.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,322.00
Contractor Services			$3,000.50
Irrigation Water			$5,427.08
Maintenance Materials			$153.00
Equipment Maintenance & Operations			$167.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$224.48
Phone Costs			$431.56
Subtotal:			$14,725.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,473.00
Alameda County Charge	1.7% of Assessment Revenue		$414.00
Subtotal:			$1,887.00
Total cost of maintenance			$16,612.62
Total Revenue (FY2023-24 Assessment x No. of Units)			$24,361.74
Assessment Net Change			$26.26
Estimated fund balance as of June 30, 2023			$85,806.97
Estimated fund balance as of June 30, 2024			$93,556.09

CITY OF LIVERMORE

District Name: Meadows
Number: 808

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

12,255 SF comprised of
21.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,087.00
Contractor Services			$1,738.50
Irrigation Water			$958.20
Maintenance Materials			$31.00
Equipment Maintenance & Operations			$97.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$5,911.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$591.00
Alameda County Charge	1.7% of Assessment Revenue		$194.00
Subtotal:			$785.00
Total cost of maintenance			$6,696.70
Total Revenue (FY2023-24 Assessment x No. of Units)			$11,386.10
Assessment Net Change			$32.15
Estimated fund balance as of June 30, 2023			$52,073.10
Estimated fund balance as of June 30, 2024			$56,762.50

CITY OF LIVERMORE

District Name:
Contractor's Place T-7090
Number: 810

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

16,915 SF comprised of
17.78 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,515.00
Contractor Services			$0.00
Irrigation Water			$2,602.88
Maintenance Materials			$86.00
Equipment Maintenance & Operations			$268.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$179.92
Subtotal:			$11,651.80
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,165.00
Alameda County Charge	1.7% of Assessment Revenue		$233.00
Subtotal:			$1,398.00
Total cost of maintenance			$13,049.80
Total Revenue (FY2023-24 Assessment x No. of Units)			$13,716.31
Assessment Net Change			$45.74
Estimated fund balance as of June 30, 2023			$68,374.78
Estimated fund balance as of June 30, 2024			$69,041.29

CITY OF LIVERMORE

District Name: Altamont
#2 Number: 811

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

48,375 SF comprised of
69.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,386.00
Contractor Services			$16,092.60
Irrigation Water			$10,026.94
Maintenance Materials			$64.00
Equipment Maintenance & Operations			$200.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$112.24
Phone Costs			$0.00
Subtotal:			$32,881.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,288.00
Alameda County Charge	1.7% of Assessment Revenue		$721.00
Subtotal:			$4,009.00
Total cost of maintenance			$36,890.78
Total Revenue (FY2023-24 Assessment x No. of Units)			$42,401.39
Assessment Net Change			$36.43
Estimated fund balance as of June 30, 2023			$85,922.83
Estimated fund balance as of June 30, 2024			$91,433.44

CITY OF LIVERMORE

District Name: Maralisa II
Number: 814

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

37,994 SF comprised of
251.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$32,782.00
Contractor Services			$8,543.40
Irrigation Water			$14,730.68
Maintenance Materials			$329.00
Equipment Maintenance & Operations			$1,027.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$469.30
Phone Costs			$547.52
Subtotal:			$58,428.90
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$5,843.00
Alameda County Charge	1.7% of Assessment Revenue		$952.00
Subtotal:			$6,795.00
Total cost of maintenance			$65,223.90
Total Revenue (FY2023-24 Assessment x No. of Units)			$56,023.99
Assessment Net Change			$13.23
Estimated fund balance as of June 30, 2023			$114,834.32
Estimated fund balance as of June 30, 2024			$105,634.41

CITY OF LIVERMORE

District Name: Dunsmuir
Number: 823

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

843,364 SF comprised of
530.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$61,093.00
Contractor Services			$91,369.00
Irrigation Water			$190,709.72
Maintenance Materials			$5,089.92
Equipment Maintenance & Operations			$1,915.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$4,781.12
Phone Costs			$625.36
Subtotal:			$355,583.12
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$35,558.00
Alameda County Charge	1.7% of Assessment Revenue		$6,805.00
Subtotal:			$42,363.00
Total cost of maintenance			$397,946.12
Total Revenue (FY2023-24 Assessment x No. of Units)			$400,275.07
Assessment Net Change			$44.78
Estimated fund balance as of June 30, 2023			$1,024,897.02
Estimated fund balance as of June 30, 2024			$1,027,225.97

CITY OF LIVERMORE

District Name: Creekside
Number: 833

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

14,874 SF comprised of
112.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$17,881.00
Contractor Services			$3,391.10
Irrigation Water			$8,474.60
Maintenance Materials			$178.00
Equipment Maintenance & Operations			$561.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$87.20
Phone Costs			$180.92
Subtotal:			$30,753.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,075.00
Alameda County Charge	1.7% of Assessment Revenue		$563.00
Subtotal:			$3,638.00
Total cost of maintenance			$34,391.82
Total Revenue (FY2023-24 Assessment x No. of Units)			$33,095.93
Assessment Net Change			$17.52
Estimated fund balance as of June 30, 2023			$88,410.06
Estimated fund balance as of June 30, 2024			$87,114.17

CITY OF LIVERMORE

District Name: Alden Lane
Estates Number: 845

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

18,825 SF comprised of
25.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$10,111.00
Contractor Services			$2,671.30
Irrigation Water			$4,795.58
Maintenance Materials			$101.00
Equipment Maintenance & Operations			$317.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$253.28
Phone Costs			$0.00
Subtotal:			$18,249.16
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,825.00
Alameda County Charge	1.7% of Assessment Revenue		$393.00
Subtotal:			$2,218.00
Total cost of maintenance			$20,467.16
Total Revenue (FY2023-24 Assessment x No. of Units)			$23,110.67
Assessment Net Change			$54.81
Estimated fund balance as of June 30, 2023			$73,739.08
Estimated fund balance as of June 30, 2024			$76,382.59

CITY OF LIVERMORE

District Name: Rosegate
Number: 846

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

2,552 SF comprised of 37.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,512.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$35.00
Equipment Maintenance & Operations			$109.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$3,656.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$366.00
Alameda County Charge	1.7% of Assessment Revenue		$96.00
Subtotal:			$462.00
Total cost of maintenance			$4,118.00
Total Revenue (FY2023-24 Assessment x No. of Units)			$5,638.23
Assessment Net Change			$9.03
Estimated fund balance as of June 30, 2023			$54,907.39
Estimated fund balance as of June 30, 2024			$56,427.62

CITY OF LIVERMORE

District Name: Creekside
Villas Number: 847

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

9,155 SF comprised of
116.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$958.00
Contractor Services			$1,071.60
Irrigation Water			$0.00
Maintenance Materials			$111.00
Equipment Maintenance & Operations			$30.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,170.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$217.00
Alameda County Charge	1.7% of Assessment Revenue		$86.00
Subtotal:			$303.00
Total cost of maintenance			$2,473.60
Total Revenue (FY2023-24 Assessment x No. of Units)			$5,054.51
Assessment Net Change			$2.58
Estimated fund balance as of June 30, 2023			$61,867.42
Estimated fund balance as of June 30, 2024			$64,448.33

CITY OF LIVERMORE

District Name: Scenic 7
Hills Number: 848

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

17,630 SF comprised of
21.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,621.00
Contractor Services			$4,078.70
Irrigation Water			$7,106.64
Maintenance Materials			$87.00
Equipment Maintenance & Operations			$270.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$88.66
Phone Costs			$0.00
Subtotal:			$20,252.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,025.00
Alameda County Charge	1.7% of Assessment Revenue		$409.00
Subtotal:			$2,434.00
Total cost of maintenance			$22,686.00
Total Revenue (FY2023-24 Assessment x No. of Units)			$24,065.85
Assessment Net Change			$67.94
Estimated fund balance as of June 30, 2023			$56,472.95
Estimated fund balance as of June 30, 2024			$57,852.80

CITY OF LIVERMORE

District Name: Habitat for Humanity Number: 849

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

6,450 SF comprised of 22.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,428.00
Contractor Services			$0.00
Irrigation Water			$1,955.50
Maintenance Materials			$154.00
Equipment Maintenance & Operations			$170.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$90.20
Phone Costs			$0.00
Subtotal:			$7,797.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$780.00
Alameda County Charge	1.7% of Assessment Revenue		$129.00
Subtotal:			$909.00
Total cost of maintenance			$8,706.70
Total Revenue (FY2023-24 Assessment x No. of Units)			$7,584.48
Assessment Net Change			$20.44
Estimated fund balance as of June 30, 2023			$38,153.38
Estimated fund balance as of June 30, 2024			$37,031.16

CITY OF LIVERMORE

District Name: L St.
Traffic Calming Number:
851

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

255 SF comprised of 38.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$425.00
Contractor Services			$0.00
Irrigation Water			$230.48
Maintenance Materials			$104.00
Equipment Maintenance & Operations			$14.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$773.48
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$77.00
Alameda County Charge	1.7% of Assessment Revenue		$26.00
Subtotal:			$103.00
Total cost of maintenance			$876.48
Total Revenue (FY2023-24 Assessment x No. of Units)			$1,538.24
Assessment Net Change			$2.40
Estimated fund balance as of June 30, 2023			$21,346.93
Estimated fund balance as of June 30, 2024			$22,008.69

CITY OF LIVERMORE

District Name: Vineyard
Gate 2 Number: 852

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

45,866 SF comprised of
20.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$13,943.00
Contractor Services			$2,681.50
Irrigation Water			$9,961.00
Maintenance Materials			$540.00
Equipment Maintenance & Operations			$437.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$270.52
Phone Costs			$0.00
Subtotal:			$27,833.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,783.00
Alameda County Charge	1.7% of Assessment Revenue		$514.00
Subtotal:			$3,297.00
Total cost of maintenance			$31,130.02
Total Revenue (FY2023-24 Assessment x No. of Units)			$30,251.96
Assessment Net Change			$89.68
Estimated fund balance as of June 30, 2023			$90,070.34
Estimated fund balance as of June 30, 2024			$89,192.28

CITY OF LIVERMORE

District Name:
Northbrook Homes-The
Grove Number: 854

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

211,994 SF comprised of
118.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$53,430.00
Contractor Services			$31,118.30
Irrigation Water			$45,223.44
Maintenance Materials			$1,107.30
Equipment Maintenance & Operations			$1,674.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$2,027.46
Phone Costs			$0.00
Subtotal:			$134,580.50
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$13,458.00
Alameda County Charge	1.7% of Assessment Revenue		$2,514.00
Subtotal:			$15,972.00
Total cost of maintenance			$150,552.50
Total Revenue (FY2023-24 Assessment x No. of Units)			$147,902.56
Assessment Net Change			$74.31
Estimated fund balance as of June 30, 2023			$494,313.54
Estimated fund balance as of June 30, 2024			$491,663.60

CITY OF LIVERMORE

District Name: Oaks
Business Park Number:
855

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

238,307 SF comprised of
131.90 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$30,865.00
Contractor Services			$0.00
Irrigation Water			$15,647.50
Maintenance Materials			$1,889.00
Equipment Maintenance & Operations			$967.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$402.98
Phone Costs			$0.00
Subtotal:			$49,771.48
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,977.00
Alameda County Charge	1.7% of Assessment Revenue		$1,419.00
Subtotal:			$6,396.00
Total cost of maintenance			$56,167.48
Total Revenue (FY2023-24 Assessment x No. of Units)			$83,446.78
Assessment Net Change			$37.51
Estimated fund balance as of June 30, 2023			$524,767.48
Estimated fund balance as of June 30, 2024			$552,046.78

CITY OF LIVERMORE

District Name: Shea
Center Number: 857

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

28,417 SF comprised of
1,040.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$25,546.00
Contractor Services			$61,044.00
Irrigation Water			$6,597.70
Maintenance Materials			$790.68
Equipment Maintenance & Operations			$801.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$268.70
Phone Costs			$0.00
Subtotal:			$95,048.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$9,505.00
Alameda County Charge	1.7% of Assessment Revenue		$69,238.00
Subtotal:			$78,743.00
Total cost of maintenance			$173,791.08
Total Revenue (FY2023-24 Assessment x No. of Units)			$105,767.48
Assessment Net Change			$6.03
Estimated fund balance as of June 30, 2023			$297,889.15
Estimated fund balance as of June 30, 2024			$229,865.55

CITY OF LIVERMORE

District Name: Arroyo
Crossings Number: 858

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

125,559 SF comprised of
155.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,387.00
Contractor Services			$24,457.20
Irrigation Water			$18,061.64
Maintenance Materials			$68.00
Equipment Maintenance & Operations			$200.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$178.94
Phone Costs			$0.00
Subtotal:			$49,352.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,935.00
Alameda County Charge	1.7% of Assessment Revenue		$893.00
Subtotal:			$5,828.00
Total cost of maintenance			$55,180.78
Total Revenue (FY2023-24 Assessment x No. of Units)			$52,531.56
Assessment Net Change			$20.09
Estimated fund balance as of June 30, 2023			$377,466.27
Estimated fund balance as of June 30, 2024			$374,817.05

CITY OF LIVERMORE

District Name: Orchid
Place Number: 860

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

20,369 SF comprised of 5.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,022.00
Contractor Services			$2,389.70
Irrigation Water			$1,539.14
Maintenance Materials			$20.00
Equipment Maintenance & Operations			$64.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$90.90
Phone Costs			$0.00
Subtotal:			$6,125.74
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$613.00
Alameda County Charge	1.7% of Assessment Revenue		$152.00
Subtotal:			$765.00
Total cost of maintenance			$6,890.74
Total Revenue (FY2023-24 Assessment x No. of Units)			$8,960.71
Assessment Net Change			$106.25
Estimated fund balance as of June 30, 2023			$52,379.47
Estimated fund balance as of June 30, 2024			$54,449.44

CITY OF LIVERMORE

District Name: Kohls
Number: 861

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

13,393 SF comprised of 9.54 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,555.00
Contractor Services			$0.00
Irrigation Water			$676.08
Maintenance Materials			$25.00
Equipment Maintenance & Operations			$80.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$83.08
Phone Costs			$0.00
Subtotal:			$3,419.16
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$342.00
Alameda County Charge	1.7% of Assessment Revenue		$132.00
Subtotal:			$474.00
Total cost of maintenance			$3,893.16
Total Revenue (FY2023-24 Assessment x No. of Units)			$7,752.58
Assessment Net Change			$48.18
Estimated fund balance as of June 30, 2023			$71,560.80
Estimated fund balance as of June 30, 2024			$75,420.22

CITY OF LIVERMORE

District Name: Magnolia
Place Number: 862

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

10,860 SF comprised of
50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,193.00
Contractor Services			$1,328.80
Irrigation Water			$5,261.52
Maintenance Materials			$32.00
Equipment Maintenance & Operations			$100.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$85.70
Phone Costs			$0.00
Subtotal:			$10,001.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,000.00
Alameda County Charge	1.7% of Assessment Revenue		$145.00
Subtotal:			$1,145.00
Total cost of maintenance			$11,146.02
Total Revenue (FY2023-24 Assessment x No. of Units)			$8,519.61
Assessment Net Change			$10.10
Estimated fund balance as of June 30, 2023			$92,710.10
Estimated fund balance as of June 30, 2024			$90,083.69

CITY OF LIVERMORE

District Name: The Vines
Number: 863

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

12,746 SF comprised of
49.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,300.00
Contractor Services			$4,480.00
Irrigation Water			$5,686.66
Maintenance Materials			$33.00
Equipment Maintenance & Operations			$103.00
Equipment Purchase and Repayment			$119.81
Electric Costs			$57.18
Phone Costs			$0.00
Subtotal:			$13,779.65
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,378.00
Alameda County Charge	1.7% of Assessment Revenue		$314.00
Subtotal:			$1,692.00
Total cost of maintenance			$15,471.65
Total Revenue (FY2023-24 Assessment x No. of Units)			$18,485.57
Assessment Net Change			$22.37
Estimated fund balance as of June 30, 2023			$18,700.35
Estimated fund balance as of June 30, 2024			$21,714.27

CITY OF LIVERMORE

District Name: Autumn
Valley Number: 1989-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

33,000 SF comprised of
127.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,195.00
Contractor Services			$0.00
Irrigation Water			$6,130.88
Maintenance Materials			$82.00
Equipment Maintenance & Operations			$257.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$14,664.88
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,466.00
Alameda County Charge	1.7% of Assessment Revenue		$516.00
Subtotal:			$1,982.00
Total cost of maintenance			$16,646.88
Total Revenue (FY2023-24 Assessment x No. of Units)			$30,371.86
Assessment Net Change			$14.18
Estimated fund balance as of June 30, 2023			$81,859.17
Estimated fund balance as of June 30, 2024			$95,584.15

CITY OF LIVERMORE

District Name: Stratford
Number: 1989-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

308,207 SF comprised of
475.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$44,276.00
Contractor Services			$35,472.10
Irrigation Water			$40,849.18
Maintenance Materials			$646.22
Equipment Maintenance & Operations			$1,388.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$230.50
Phone Costs			$0.00
Subtotal:			$122,862.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$12,286.00
Alameda County Charge	1.7% of Assessment Revenue		$3,145.00
Subtotal:			$15,431.00
Total cost of maintenance			$138,293.00
Total Revenue (FY2023-24 Assessment x No. of Units)			$185,018.78
Assessment Net Change			$23.09
Estimated fund balance as of June 30, 2023			$344,234.34
Estimated fund balance as of June 30, 2024			$390,960.12

CITY OF LIVERMORE

District Name: Amber
Ridge Number: 1989-4

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

140,697 SF comprised of
353.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$110,052.00
Contractor Services			$0.00
Irrigation Water			$96,619.92
Maintenance Materials			$2,511.40
Equipment Maintenance & Operations			$3,449.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$597.00
Phone Costs			$0.00
Subtotal:			$213,229.32
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$21,323.00
Alameda County Charge	1.7% of Assessment Revenue		$3,163.00
Subtotal:			$24,486.00
Total cost of maintenance			$237,715.32
Total Revenue (FY2023-24 Assessment x No. of Units)			$186,066.45
Assessment Net Change			$31.25
Estimated fund balance as of June 30, 2023			$61,452.12
Estimated fund balance as of June 30, 2024			$9,803.25

CITY OF LIVERMORE

District Name: Monticello
Number: 1990-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

45,476 SF comprised of
94.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$19,158.00
Contractor Services			$4,675.20
Irrigation Water			$14,343.78
Maintenance Materials			$392.00
Equipment Maintenance & Operations			$600.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$39,168.98
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,917.00
Alameda County Charge	1.7% of Assessment Revenue		$864.00
Subtotal:			$4,781.00
Total cost of maintenance			$43,949.98
Total Revenue (FY2023-24 Assessment x No. of Units)			$50,838.46
Assessment Net Change			$32.06
Estimated fund balance as of June 30, 2023			$35,214.83
Estimated fund balance as of June 30, 2024			$42,103.31

CITY OF LIVERMORE

District Name: Portola
Glen Number: 1992-0

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

125,000 SF comprised of
147.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$61,625.00
Contractor Services			$31,432.50
Irrigation Water			$39,483.78
Maintenance Materials			$818.00
Equipment Maintenance & Operations			$1,931.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$135,290.28
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$13,529.00
Alameda County Charge	1.7% of Assessment Revenue		$2,689.00
Subtotal:			$16,218.00
Total cost of maintenance			$151,508.28
Total Revenue (FY2023-24 Assessment x No. of Units)			$158,160.01
Assessment Net Change			$63.79
Estimated fund balance as of June 30, 2023			$300,675.72
Estimated fund balance as of June 30, 2024			$307,327.45

CITY OF LIVERMORE

District Name: Scenic
Arroyo Estates Number:
1992-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

27,000 SF comprised of
86.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,621.00
Contractor Services			$0.00
Irrigation Water			$6,709.60
Maintenance Materials			$187.00
Equipment Maintenance & Operations			$270.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$292.80
Phone Costs			$0.00
Subtotal:			$16,080.40
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,608.00
Alameda County Charge	1.7% of Assessment Revenue		$347.00
Subtotal:			$1,955.00
Total cost of maintenance			$18,035.40
Total Revenue (FY2023-24 Assessment x No. of Units)			$20,404.96
Assessment Net Change			$14.07
Estimated fund balance as of June 30, 2023			$48,058.44
Estimated fund balance as of June 30, 2024			$50,428.00

CITY OF LIVERMORE

District Name: Danbury
Number: 1994-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

9,100 SF comprised of 67.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$9,899.00
Contractor Services			$0.00
Irrigation Water			$2,372.04
Maintenance Materials			$200.00
Equipment Maintenance & Operations			$310.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$12,781.04
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,278.00
Alameda County Charge	1.7% of Assessment Revenue		$257.00
Subtotal:			$1,535.00
Total cost of maintenance			$14,316.04
Total Revenue (FY2023-24 Assessment x No. of Units)			$15,112.72
Assessment Net Change			$13.37
Estimated fund balance as of June 30, 2023			$14,584.94
Estimated fund balance as of June 30, 2024			$15,381.62

CITY OF LIVERMORE

District Name: Portola
Meadows Number: 1994-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

26,660 SF comprised of
132.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$15,007.00
Contractor Services			$0.00
Irrigation Water			$12,149.20
Maintenance Materials			$251.00
Equipment Maintenance & Operations			$470.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$27,877.20
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,788.00
Alameda County Charge	1.7% of Assessment Revenue		$590.00
Subtotal:			$3,378.00
Total cost of maintenance			$31,255.20
Total Revenue (FY2023-24 Assessment x No. of Units)			$34,691.11
Assessment Net Change			$15.58
Estimated fund balance as of June 30, 2023			$91,187.10
Estimated fund balance as of June 30, 2024			$94,623.01

CITY OF LIVERMORE

District Name: California Promenade I Number: 1994-3

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

55,836 SF comprised of 152.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$31,078.00
Contractor Services			$6,078.00
Irrigation Water			$4,996.96
Maintenance Materials			$648.40
Equipment Maintenance & Operations			$975.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$61.78
Phone Costs			$0.00
Subtotal:			$43,838.14
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,384.00
Alameda County Charge	1.7% of Assessment Revenue		$969.00
Subtotal:			$5,353.00
Total cost of maintenance			$49,191.14
Total Revenue (FY2023-24 Assessment x No. of Units)			$57,005.30
Assessment Net Change			$22.23
Estimated fund balance as of June 30, 2023			$145,114.41
Estimated fund balance as of June 30, 2024			$152,928.57

CITY OF LIVERMORE

District Name: Windmill
Springs Number: 1994-4

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

16,250 SF comprised of
113.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,664.00
Contractor Services			$0.00
Irrigation Water			$3,238.08
Maintenance Materials			$76.00
Equipment Maintenance & Operations			$241.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$11,219.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,122.00
Alameda County Charge	1.7% of Assessment Revenue		$316.00
Subtotal:			$1,438.00
Total cost of maintenance			$12,657.08
Total Revenue (FY2023-24 Assessment x No. of Units)			$18,576.82
Assessment Net Change			$9.75
Estimated fund balance as of June 30, 2023			$63,043.02
Estimated fund balance as of June 30, 2024			$68,962.76

CITY OF LIVERMORE

District Name: California
Nugget I Number: 1994-6

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

15,797 SF comprised of
11.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,938.00
Contractor Services			$0.00
Irrigation Water			$4,639.52
Maintenance Materials			$39.00
Equipment Maintenance & Operations			$124.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,740.52
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$874.00
Alameda County Charge	1.7% of Assessment Revenue		$163.00
Subtotal:			$1,037.00
Total cost of maintenance			$9,777.52
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,599.70
Assessment Net Change			$51.74
Estimated fund balance as of June 30, 2023			$19,134.16
Estimated fund balance as of June 30, 2024			$18,956.34

CITY OF LIVERMORE

District Name: Rincon
Estates Number: 1994-7

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,893 SF comprised of 42.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,597.00
Contractor Services			$0.00
Irrigation Water			$862.92
Maintenance Materials			$116.00
Equipment Maintenance & Operations			$50.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,625.92
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$263.00
Alameda County Charge	1.7% of Assessment Revenue		$48.00
Subtotal:			$311.00
Total cost of maintenance			$2,936.92
Total Revenue (FY2023-24 Assessment x No. of Units)			$2,811.42
Assessment Net Change			$3.97
Estimated fund balance as of June 30, 2023			$20,869.27
Estimated fund balance as of June 30, 2024			$20,743.77

CITY OF LIVERMORE

District Name: Hallmark
Collection Number: 1994-8

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,893 SF comprised of 17.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,277.00
Contractor Services			$0.00
Irrigation Water			$726.20
Maintenance Materials			$13.00
Equipment Maintenance & Operations			$41.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$71.88
Phone Costs			$0.00
Subtotal:			$2,129.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$213.00
Alameda County Charge	1.7% of Assessment Revenue		$44.00
Subtotal:			$257.00
Total cost of maintenance			$2,386.08
Total Revenue (FY2023-24 Assessment x No. of Units)			$2,577.16
Assessment Net Change			$8.99
Estimated fund balance as of June 30, 2023			$12,151.33
Estimated fund balance as of June 30, 2024			$12,342.41

CITY OF LIVERMORE

District Name: Orchard
Business Park Number:
1995-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

148,200 SF comprised of
185.60 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$13,624.00
Contractor Services			$0.00
Irrigation Water			$6,263.36
Maintenance Materials			$237.00
Equipment Maintenance & Operations			$427.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$20,551.36
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,055.00
Alameda County Charge	1.7% of Assessment Revenue		$725.00
Subtotal:			$2,780.00
Total cost of maintenance			$23,331.36
Total Revenue (FY2023-24 Assessment x No. of Units)			$42,673.65
Assessment Net Change			$13.63
Estimated fund balance as of June 30, 2023			$83,608.87
Estimated fund balance as of June 30, 2024			$102,951.16

CITY OF LIVERMORE

District Name: Sandhurst
Number: 1995-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

50,700 SF comprised of
168.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,725.00
Contractor Services			$16,110.90
Irrigation Water			$16,454.44
Maintenance Materials			$38.00
Equipment Maintenance & Operations			$117.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$36,445.34
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,645.00
Alameda County Charge	1.7% of Assessment Revenue		$538.00
Subtotal:			$4,183.00
Total cost of maintenance			$40,628.34
Total Revenue (FY2023-24 Assessment x No. of Units)			$31,622.58
Assessment Net Change			$11.16
Estimated fund balance as of June 30, 2023			$31,753.29
Estimated fund balance as of June 30, 2024			$22,747.53

CITY OF LIVERMORE

District Name: Airport
Business # 1 Number:
1995-4

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

76,842 SF comprised of
33.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,170.00
Contractor Services			$8,250.00
Irrigation Water			$13,250.86
Maintenance Materials			$12.00
Equipment Maintenance & Operations			$36.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$22,718.86
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,272.00
Alameda County Charge	1.7% of Assessment Revenue		$548.00
Subtotal:			$2,820.00
Total cost of maintenance			$25,538.86
Total Revenue (FY2023-24 Assessment x No. of Units)			$32,238.33
Assessment Net Change			$57.92
Estimated fund balance as of June 30, 2023			$65,245.98
Estimated fund balance as of June 30, 2024			$71,945.45

CITY OF LIVERMORE

District Name: Alden
Estates Number: 1995-6

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

20,361 SF comprised of
20.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,065.00
Contractor Services			$0.00
Irrigation Water			$7,180.78
Maintenance Materials			$11.00
Equipment Maintenance & Operations			$33.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,289.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$829.00
Alameda County Charge	1.7% of Assessment Revenue		$218.00
Subtotal:			$1,047.00
Total cost of maintenance			$9,336.78
Total Revenue (FY2023-24 Assessment x No. of Units)			$12,805.61
Assessment Net Change			$37.96
Estimated fund balance as of June 30, 2023			$41,025.40
Estimated fund balance as of June 30, 2024			$44,494.23

CITY OF LIVERMORE

District Name: Scenic
Links Number: 1995-7

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

9,680 SF comprised of 51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$852.00
Contractor Services			$5,731.00
Irrigation Water			$2,251.04
Maintenance Materials			$108.00
Equipment Maintenance & Operations			$26.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,968.04
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$897.00
Alameda County Charge	1.7% of Assessment Revenue		$127.00
Subtotal:			$1,024.00
Total cost of maintenance			$9,992.04
Total Revenue (FY2023-24 Assessment x No. of Units)			$7,443.61
Assessment Net Change			$8.65
Estimated fund balance as of June 30, 2023			$30,512.92
Estimated fund balance as of June 30, 2024			$27,964.49

CITY OF LIVERMORE

District Name: Portola
Collection Number: 1996-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

5,740 SF comprised of 29.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,470.00
Contractor Services			$0.00
Irrigation Water			$2,479.88
Maintenance Materials			$490.52
Equipment Maintenance & Operations			$140.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$7,580.40
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$758.00
Alameda County Charge	1.7% of Assessment Revenue		$182.00
Subtotal:			$940.00
Total cost of maintenance			$8,520.40
Total Revenue (FY2023-24 Assessment x No. of Units)			$10,691.04
Assessment Net Change			$21.86
Estimated fund balance as of June 30, 2023			$25,037.51
Estimated fund balance as of June 30, 2024			$27,208.15

CITY OF LIVERMORE

District Name: Altamont
#1 Number: 1996-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

56,192 SF comprised of
54.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,790.00
Contractor Services			$1,577.50
Irrigation Water			$12,247.64
Maintenance Materials			$149.00
Equipment Maintenance & Operations			$150.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$18,914.14
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,891.00
Alameda County Charge	1.7% of Assessment Revenue		$310.00
Subtotal:			$2,201.00
Total cost of maintenance			$21,115.14
Total Revenue (FY2023-24 Assessment x No. of Units)			$18,264.01
Assessment Net Change			$20.05
Estimated fund balance as of June 30, 2023			$89,289.96
Estimated fund balance as of June 30, 2024			$86,438.83

CITY OF LIVERMORE

District Name: Beck - Concannon Blvd/Murdell
Lane Number: 1996-3

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

29,532 SF comprised of
39.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$9,259.00
Contractor Services			$0.00
Irrigation Water			$8,804.82
Maintenance Materials			$93.00
Equipment Maintenance & Operations			$290.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$18,446.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,845.00
Alameda County Charge	1.7% of Assessment Revenue		$481.00
Subtotal:			$2,326.00
Total cost of maintenance			$20,772.82
Total Revenue (FY2023-24 Assessment x No. of Units)			$28,307.89
Assessment Net Change			$43.03
Estimated fund balance as of June 30, 2023			$96,092.26
Estimated fund balance as of June 30, 2024			$103,627.33

CITY OF LIVERMORE

District Name: Sterling
Reserve 1 Number: 1996-5

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

9,930 SF comprised of 30.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,683.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$47.00
Equipment Maintenance & Operations			$146.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$37.50
Subtotal:			$4,913.50
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$491.00
Alameda County Charge	1.7% of Assessment Revenue		$166.00
Subtotal:			$657.00
Total cost of maintenance			$5,570.50
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,778.01
Assessment Net Change			$19.32
Estimated fund balance as of June 30, 2023			$56,094.11
Estimated fund balance as of June 30, 2024			$60,301.62

CITY OF LIVERMORE

District Name: Sterling
Reserve 2 Number: 1996-6

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

3,860 SF comprised of 10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,915.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$19.00
Equipment Maintenance & Operations			$60.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$150.02
Subtotal:			$2,144.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$214.00
Alameda County Charge	1.7% of Assessment Revenue		$63.00
Subtotal:			$277.00
Total cost of maintenance			$2,421.02
Total Revenue (FY2023-24 Assessment x No. of Units)			$3,716.23
Assessment Net Change			$22.03
Estimated fund balance as of June 30, 2023			$17,974.97
Estimated fund balance as of June 30, 2024			$19,270.18

CITY OF LIVERMORE

District Name: Devon
Place T-6801 Number:
1996-7

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

12,420 SF comprised of 9.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,428.00
Contractor Services			$0.00
Irrigation Water			$2,861.44
Maintenance Materials			$154.00
Equipment Maintenance & Operations			$170.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,613.44
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$861.00
Alameda County Charge	1.7% of Assessment Revenue		$192.00
Subtotal:			$1,053.00
Total cost of maintenance			$9,666.44
Total Revenue (FY2023-24 Assessment x No. of Units)			$11,273.58
Assessment Net Change			$0.00
Estimated fund balance as of June 30, 2023			$3,229.93
Estimated fund balance as of June 30, 2024			$4,837.07

CITY OF LIVERMORE

District Name: Maralisa I
Number: 1996-8

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

9,499 SF comprised of 61.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,834.00
Contractor Services			$7,824.40
Irrigation Water			$3,682.68
Maintenance Materials			$88.00
Equipment Maintenance & Operations			$277.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$117.30
Phone Costs			$125.12
Subtotal:			$20,948.50
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,095.00
Alameda County Charge	1.7% of Assessment Revenue		$347.00
Subtotal:			$2,442.00
Total cost of maintenance			$23,390.50
Total Revenue (FY2023-24 Assessment x No. of Units)			$20,417.58
Assessment Net Change			$19.84
Estimated fund balance as of June 30, 2023			$53,320.01
Estimated fund balance as of June 30, 2024			$50,347.09

CITY OF LIVERMORE

District Name: California
Ranch Number: 1996-9

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

24,600 SF comprised of
90.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$10,644.00
Contractor Services			$0.00
Irrigation Water			$2,918.64
Maintenance Materials			$1,047.00
Equipment Maintenance & Operations			$334.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$237.18
Phone Costs			$134.72
Subtotal:			$15,315.54
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,532.00
Alameda County Charge	1.7% of Assessment Revenue		$234.00
Subtotal:			$1,766.00
Total cost of maintenance			$17,081.54
Total Revenue (FY2023-24 Assessment x No. of Units)			$13,747.13
Assessment Net Change			$9.06
Estimated fund balance as of June 30, 2023			$(16,407.42)
Estimated fund balance as of June 30, 2024			$(19,741.83)

CITY OF LIVERMORE

District Name: California
Mountain View - 1
Number: 1997-2

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

4,320 SF comprised of 83.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,087.00
Contractor Services			$0.00
Irrigation Water			$4,642.36
Maintenance Materials			$31.00
Equipment Maintenance & Operations			$97.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$237.18
Phone Costs			$0.00
Subtotal:			$8,094.54
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$809.00
Alameda County Charge	1.7% of Assessment Revenue		$166.00
Subtotal:			$975.00
Total cost of maintenance			$9,069.54
Total Revenue (FY2023-24 Assessment x No. of Units)			$9,771.58
Assessment Net Change			$6.98
Estimated fund balance as of June 30, 2023			$13,576.93
Estimated fund balance as of June 30, 2024			$14,278.97

CITY OF LIVERMORE

District Name: California
Mountain View - 2
Number: 1997-3

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

1,145 SF comprised of 60.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,384.00
Contractor Services			$0.00
Irrigation Water			$1,455.04
Maintenance Materials			$14.00
Equipment Maintenance & Operations			$43.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$65.90
Phone Costs			$0.00
Subtotal:			$2,961.94
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$296.00
Alameda County Charge	1.7% of Assessment Revenue		$97.00
Subtotal:			$393.00
Total cost of maintenance			$3,354.94
Total Revenue (FY2023-24 Assessment x No. of Units)			$5,712.27
Assessment Net Change			$5.64
Estimated fund balance as of June 30, 2023			$17,599.30
Estimated fund balance as of June 30, 2024			$19,956.63

CITY OF LIVERMORE

District Name: National
Drive Number: 1997-4

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

12,200 SF comprised of
169.90 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,386.00
Contractor Services			$0.00
Irrigation Water			$3,620.78
Maintenance Materials			$164.00
Equipment Maintenance & Operations			$200.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$10,370.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,037.00
Alameda County Charge	1.7% of Assessment Revenue		$217.00
Subtotal:			$1,254.00
Total cost of maintenance			$11,624.78
Total Revenue (FY2023-24 Assessment x No. of Units)			$12,761.44
Assessment Net Change			$4.45
Estimated fund balance as of June 30, 2023			$50,162.29
Estimated fund balance as of June 30, 2024			$51,298.95

CITY OF LIVERMORE

District Name: Dover
Number: 1997-5

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

13,680 SF comprised of
44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$9,047.00
Contractor Services			$2,494.40
Irrigation Water			$5,447.68
Maintenance Materials			$190.00
Equipment Maintenance & Operations			$283.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$17,462.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,746.00
Alameda County Charge	1.7% of Assessment Revenue		$353.00
Subtotal:			$2,099.00
Total cost of maintenance			$19,561.08
Total Revenue (FY2023-24 Assessment x No. of Units)			$20,739.64
Assessment Net Change			$27.95
Estimated fund balance as of June 30, 2023			$59,129.60
Estimated fund balance as of June 30, 2024			$60,308.16

CITY OF LIVERMORE

District Name: Silver
Oaks Number: 1990-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

8,700 SF comprised of 10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,405.00
Contractor Services			$0.00
Irrigation Water			$3,270.02
Maintenance Materials			$134.00
Equipment Maintenance & Operations			$107.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$6,916.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$692.00
Alameda County Charge	1.7% of Assessment Revenue		$61.00
Subtotal:			$753.00
Total cost of maintenance			$7,669.02
Total Revenue (FY2023-24 Assessment x No. of Units)			$3,594.71
Assessment Net Change			$18.10
Estimated fund balance as of June 30, 2023			$(26,063.37)
Estimated fund balance as of June 30, 2024			$(30,137.68)

CITY OF LIVERMORE

District Name: Tapestry
Number: 1993-1

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

153,900 SF comprised of
164.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$15,965.00
Contractor Services			$9,030.00
Irrigation Water			$54,774.72
Maintenance Materials			$159.00
Equipment Maintenance & Operations			$500.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$577.52
Phone Costs			$0.00
Subtotal:			$81,006.24
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$8,101.00
Alameda County Charge	1.7% of Assessment Revenue		$1,159.00
Subtotal:			$9,260.00
Total cost of maintenance			$90,266.24
Total Revenue (FY2023-24 Assessment x No. of Units)			$68,183.81
Assessment Net Change			$20.93
Estimated fund balance as of June 30, 2023			$78,407.54
Estimated fund balance as of June 30, 2024			$56,325.11

CITY OF LIVERMORE

District Name: Walmart
Number: 1993-2

FISCAL YEAR 2023-24 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			$0.00
Equipment Maintenance & Operations			$0.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$587.78
Phone Costs			$0.00
Subtotal:			$587.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$59.00
Alameda County Charge	1.7% of Assessment Revenue		$32.00
Subtotal:			$91.00
Total cost of maintenance			$678.78
Total Revenue (FY2023-24 Assessment x No. of Units)			$1,900.27
Assessment Net Change			$2.14
Estimated fund balance as of June 30, 2023			$47,076.99
Estimated fund balance as of June 30, 2024			$48,298.48

CITY OF LIVERMORE

District Name: Jack
London Place Number:
1995-3

FISCAL YEAR 2023-24 ESTIMATE OF COSTS

8,680 SF comprised of 21.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,767.00
Contractor Services			$1,404.10
Irrigation Water			$2,150.76
Maintenance Materials			$128.00
Equipment Maintenance & Operations			$86.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$6,535.86
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$654.00
Alameda County Charge	1.7% of Assessment Revenue		$48.00
Subtotal:			$702.00
Total cost of maintenance			$7,237.86
Total Revenue (FY2023-24 Assessment x No. of Units)			$2,819.47
Assessment Net Change			$6.76
Estimated fund balance as of June 30, 2023			$(27,717.16)
Estimated fund balance as of June 30, 2024			$(32,135.55)

Appendix B

Accounting Summary Sheets for all Districts

LMD #	LMD Name	Short Key	Beg FY23/24 Fund Balance	Revenue	Expenses	Estimated FY 23/24 Ending Fund Bal
801	Mt Day	900752	2,753.08	3,734.40	3,486.16	3,001.32
802	Lomitas/Ryans	900753	(1,929.98)	3,901.86	4,002.10	(2,030.22)
803	Ridgecrest	900754	51,932.50	37,721.74	50,581.26	39,072.98
804	Sonterra	900755	64,024.48	17,284.72	12,158.14	69,151.06
805	The Greens, Tourn	900748	19,331.57	3,720.30	4,535.12	18,516.75
806	Saddleback	900756	95,902.20	39,385.04	24,708.62	110,578.62
807	Altamar	900757	85,806.97	24,361.74	16,612.62	93,556.09
808	Meadows	900758	52,073.10	11,386.10	6,696.70	56,762.50
809	Capistrano	900759	30,522.59	2,508.13	3,215.94	29,814.78
810	Contractors Pl	900797	68,374.78	13,716.31	13,049.80	69,041.29
811	Altamont #2	900798	85,922.83	42,401.39	36,890.78	91,433.44
813	Vintage Collection	900749	37,733.28	11,776.18	9,165.80	40,343.66
814	Maralisa #2	900800	114,834.32	56,023.99	65,223.90	105,634.41
815	Bluffs	900766	74,511.49	31,166.17	39,549.24	66,128.42
817	Lomitas/Evans	900767	43,219.45	8,138.70	4,742.46	46,615.69
818	Airport Bus #2	900723	51,627.62	34,278.12	33,503.24	52,402.50
819	Vintner	900724	30,353.08	6,523.85	3,307.02	33,569.91
820	Arroyo/Lomitas	900725	30,645.14	6,739.20	7,046.72	30,337.62
821	Shea Business	900726	14,140.96	22,806.81	35,443.70	1,504.07
822	Prima	900727	209,036.78	47,040.36	20,910.38	235,166.76
823	Dunsmuir	900728	1,024,897.02	400,275.07	397,946.12	1,027,225.97
824	Vintner Estates	900729	26,462.92	9,302.67	8,376.36	27,389.23
826	Park Lane	900730	87,777.80	34,829.57	33,412.84	89,194.53
827	Kristopher Ranch	900731	539,005.05	130,617.26	119,432.74	550,189.57
828	Scenic Meadows	900732	22,646.94	5,023.43	5,760.86	21,909.51
829	Larry's Place	900733	27,315.17	8,295.55	6,139.42	29,471.30
830	Visanto	900734	188,244.74	65,004.98	54,463.60	198,786.12
831	Sevillano	900735	36,107.33	54,730.39	102,623.82	(11,786.10)
832	Cal Nugget#2	900736	36,807.85	4,874.41	2,950.72	38,731.54
833	Creekside	900737	88,410.06	33,095.93	34,391.82	87,114.17
835	Ashford Renaissance	900739	52,736.34	15,218.54	11,706.22	56,248.66
836	Legacy	900740	23,884.65	9,840.19	5,808.98	27,915.86
837	Los Olivos	900741	26,516.80	207,536.23	224,080.32	9,972.71
838	Ponderosa	900742	285,359.05	92,130.69	86,318.46	291,171.28
839	Reserves	900743	57,694.36	14,168.96	10,072.92	61,790.40
840	Birchwood	900744	99,211.30	13,361.99	6,564.82	106,008.47
841	Vineyard Gate 1	900745	22,135.11	70,555.18	81,979.44	10,710.85
842	Lennox	900746	31,365.70	5,506.70	6,243.84	30,628.56
843	Parkside Tiffany	900747	35,620.41	17,417.94	15,080.08	37,958.27
844	Cornerstone	900901	(25,056.88)	15,146.74	18,980.60	(28,890.74)
845	Alden Lane Estates	900903	73,739.08	23,110.67	20,467.16	76,382.59
846	Rosegate	900904	54,907.39	5,638.23	4,118.00	56,427.62
847	Creekside Villas	900905	61,867.42	5,054.51	2,473.60	64,448.33
848	Scenic 7 Hills	900906	56,472.95	24,065.85	22,686.00	57,852.80
849	Habitat for Humanity	900908	38,153.38	7,584.48	8,706.70	37,031.16
850	Arroyo Plaza #2	900902	22,445.07	9,780.90	8,431.64	23,794.33
851	L St Traffic Calming	900907	21,346.93	1,538.24	876.48	22,008.69
852	Vineyard Gate 2	900909	90,070.34	30,251.96	31,130.02	89,192.28
853	Ladera Estates	900910	260,462.88	94,520.82	104,029.06	250,954.64

LMD #	LMD Name	Short Key	Beg FY23/24 Fund Balance	Revenue	Expenses	Estimated FY 23/24 Ending Fund Bal
854	Northbrook/The Grove	900911	494,313.54	147,902.56	150,552.50	491,663.60
855	Oaks Business Park	900913	524,767.48	83,446.78	56,167.48	552,046.78
857	Shea Center	900914	297,889.15	105,767.48	173,791.08	229,865.55
858	Arroyo Crossing	900915	377,466.27	52,531.56	55,180.78	374,817.05
860	Orchid Place	900918	52,379.47	8,960.71	6,890.74	54,449.44
861	Kohl's LMD	900917	71,560.80	7,752.58	3,893.16	75,420.22
862	Magnolia Place	900919	92,710.10	8,519.61	11,146.02	90,083.69
863	The Vines	900920	18,700.35	18,485.57	15,471.65	21,714.27
1989-1	Autumn Valley	900850	81,859.17	30,371.86	16,646.88	95,584.15
1989-2	Stratford	900851	344,234.34	185,018.78	138,293.00	390,960.12
1989-4	Amber Ridge	900853	61,452.12	186,066.45	237,715.32	9,803.25
1990-1	Silver Oaks	900854	(26,063.37)	3,594.71	7,669.02	(30,137.68)
1990-2	Monticello	900845	35,214.83	50,838.46	43,949.98	42,103.31
1992-0	Portola Glen	900846	300,675.72	158,160.01	151,508.28	307,327.45
1992-1	Scenic Arroyo Estates	900844	48,058.44	20,404.96	18,035.40	50,428.00
1993-1	Tapestry	900646	78,407.54	68,183.81	90,266.24	56,325.11
1993-2	Walmart	900770	47,076.99	1,900.27	678.78	48,298.48
1994-1	Danbury	900644	14,584.94	15,112.72	14,316.04	15,381.62
1994-2	Portola Meadows	900771	91,187.10	34,691.11	31,255.20	94,623.01
1994-3	Cal Promenade 1	900772	145,114.41	57,005.30	49,191.14	152,928.57
1994-4	Windmill Springs	900773	63,043.02	18,576.82	12,657.08	68,962.76
1994-6	Cal Nugget #1	900778	19,134.16	9,599.70	9,777.52	18,956.34
1994-7	Rincon Estates	900779	20,869.27	2,811.42	2,936.92	20,743.77
1994-8	Hallmark Collection	900780	12,151.33	2,577.16	2,386.08	12,342.41
1995-1	Orchard Bus Park	900774	83,608.87	42,673.65	23,331.36	102,951.16
1995-2	Sandhurst	900642	31,753.29	31,622.58	40,628.34	22,747.53
1995-3	Jack London Pl	900775	(27,717.16)	2,819.47	7,237.86	(32,135.55)
1995-4	Airport Bus #1	900781	65,245.98	32,238.33	25,538.86	71,945.45
1995-6	Alden Estates	900777	41,025.40	12,805.61	9,336.78	44,494.23
1995-7	Scenic Links	900782	30,512.92	7,443.61	9,992.04	27,964.49
1996-1	Portola Collection	900784	25,037.51	10,691.04	8,520.40	27,208.15
1996-2	Altamont #1	900785	89,289.96	18,264.01	21,115.14	86,438.83
1996-3	Beck-Concannon	900786	96,092.26	28,307.89	20,772.82	103,627.33
1996-5	Sterling Reserve #1	900787	56,094.11	9,778.01	5,570.50	60,301.62
1996-6	Sterling Reserve #2	900793	17,974.97	3,716.23	2,421.02	19,270.18
1996-7	Devon Place	900788	3,229.93	11,273.58	9,666.44	4,837.07
1996-8	Maralisa #1	900794	53,320.01	20,417.58	23,390.50	50,347.09
1996-9	California Ranch	900795	(16,407.42)	13,747.13	17,081.54	(19,741.83)
1997-2	Cal Mt View #1	900789	13,576.93	9,771.58	9,069.54	14,278.97
1997-3	Cal Mt View #2	900790	17,599.30	5,712.27	3,354.94	19,956.63
1997-4	National Drive	900796	50,162.29	12,761.44	11,624.78	51,298.95
1997-5	Dover	900791	59,129.60	20,739.64	19,561.08	60,308.16
	Total		8,483,114.32	3,406,157.23	3,398,672.57	8,490,598.98

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Hearing to receive and consider all evidence and reports regarding the adoption of a Master Fee Schedule. The Master Fee Schedule Resolution establishes fees for City services. The fee resolution and accompanying justification includes new, increased, and decreased fees into one document.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution adopting the City's Master Fee Schedule, incorporating certain fee changes and superseding resolution 2022-115.

SUMMARY

The Master Fee Schedule reflects fees charged by all City departments for certain services provided. The fees are intended to recover the actual cost of providing services, which includes direct labor costs, administration or “overhead” costs, and the cost of materials and supplies.

DISCUSSION

The intent of a Master Fee Schedule is to set forth, in a single document, the fees for all city-related services and activities (i.e., zoning & building permits application fees, inspection fees, fees for services provided by the enterprise fund, utility rates, and so forth) that are approved by City Council and/or regulated by State or Federal agencies. It is an industry best practice to review and update the Master Fee Schedule annually, allowing easy access to view fees for services, charges and providing a better understanding to the public of all fees charged by the City of Livermore. This Schedule covers only departmental/divisional fees for services, not property development-related fees (development Impact fees or infrastructure fees).

Updating and amending the Master Fee Schedule annually will allow for:

1. A centralized location to guide City staff and the public in quickly locating the appropriate fees for services by department and activities.
2. Fees to be added, revised, or deleted periodically in conjunction with the biennial budget

preparation process or annual budget update.

Staff reviews the comprehensive Master Fee Schedule as part of the biennial budget development process and annual update to determine that the fees listed are current. Effective July 1, 2023, most fees will adjust by the annual change of CPI (February 2023 – 5.3%), unless indicated otherwise.

This Master Fee Schedule is a compilation of all fees previously approved by the Council, except for the items noted below.

The tables included in Attachment 1 identify the proposed new fees added to the Master Fee Schedule or fees modified, as requested by a City department.

Administrative Services - Finance

Table 1 – General Administration – Credit/Debit Card Fee

The credit/debit card (pass-through) fee is added to the fee schedule to cover the actual costs of processing credit/debit card payments. Currently, the fees charged by credit card companies and banks range from 2.85% to 3%. The City has been paying this fee that totals approximately $330,000 annually primarily associated with water bill payments but also includes transient occupancy tax, building permits, fines, and impound fees. The City provides several other options to pay bills including cash, check, and electronic fund transfer (ACH), none of which causes the City to incur fees. Thus, the City's customers will not be required to pay the fee if they choose another payment option.

Community Development - Building

Table 1 – General Administration – Technology Fee

The Community Development Department proposes a new 2% technology fee that would be added to the cost of each building permit fee issued. The money collected from this fee will be used to cover permit software licensing, plan review software licensing, archiving, and additional technology costs associated with providing permitting, plan review, and inspections. Charging technology fees is a common practice to help defray the cost of building permit related software. For example, these East Bay cities charge the following technology fees:

City of Pleasanton – 5%
City of Berkeley – 5%
City of Hayward – 6%
Union City – 2%
City of San Leandro – 6%

As described above, the proposed 2% technology fee would be on the lower end of comparable cities' fees.

Administrative Services - Finance

Table 2 – Animal License Fees – Lost Tag Replacement

This item corrects an error inadvertently made last year in the amount of $0.53. Per Ordinance 311, lost dog tag replacement remains $0.50 and can only be changed if there is a new Ordinance.

Community Development - Building

Table 3 – Commercial/Residential Permit Fees – Misc Items

The unit size for this item will be changed from 400 sf to 1,000 sf. Typically, when a permit is issued for a project over 1,000 sf, the project includes replacing all of the building's siding or stucco not just a façade replacement or repair, requiring additional time and inspections. Accordingly, the fee will also be changed from $397 to $835 to correspond with the increased unit size.

Community Development – Planning

Table 4 – Land Use and Entitlements and Permits

The planning division has added new fees related to short-term rental and home occupation permit renewal fee to the schedule. They were previously approved by resolution 2023-038 on March 21, 2023, and resolution 2023-048 on March 27, 2023, respectively.

Department of Public Works - Water Resources

Table 5 – Water Rates – Hydrant Meter Program Fee

The lost hydrant wrench fee of $54 will be a new fee to cover the additional costs the City incurs for replacing hydrant wrenches.

Police

Table 6 – Police Department Fee - Police Report

The Police Report fee has been modified by adding a $12 flat fee per report to the existing $0.30 per page. The Police Department supplies free digital copies of police reports via GovQA. Hard copies are available for pick up at the front desk for $0.30 per page. Reports released per civil subpoenas cost the Police Department $12, including the direct cost of duplication and search and retrieval time. Government Code 7922.530(a) allows cities to recover the direct cost of reproduction.

Community Development – Human and Housing Services

Table 7 – Housing Services Program Fees

The Housing and Human Services Division charges administrative fees related to the affordable for-sale/homeownership program (Inclusionary/Below Market Rate (BMR)/Down Payment Assistance). Some of them were previously approved by resolution #2019-024 on March 12, 2019 or were included in affordable housing agreements but not included in the City's Master Fee schedule.

The New Unit Sales Administrative Fee equals 1.5% of the Below Market Rental (BMR) unit sales price. The New Unit Sales Administrative Fee is a current charge to the home buyer as part of the low-income

sale housing agreement. The $40 document recording fee is the pass-through cost from the 3rd party (AmeriNat) which handles the housing loans for the City. These fees are included affordable housing agreements approved by City Council but have not been included in the City's Master Fee Schedule.

The following are proposed new fees related to the Affordable Housing Program:

Annual Below-Market-Rate Rental Monitoring Fee will allow the City to recover third-party administrative expenses associated with monitoring City regulatory agreements for below-market-rate (BMR) rental units. The below-market-rate rental monitoring fees reflect the estimated hours spent by a third-party/contracted monitoring specialist to review each project's compliance with the City's regulatory requirements and to inspect a sampling of tenant files. Fees will be set on a sliding scale based on the number of below-market rental units in a project. Staff developed the proposed fees in consultation with the City's third-party monitoring specialist based on actual and estimated hours spent monitoring compliance by project size.

The market rate for professional housing program consultants is $120 - $150 per hour, $130 per hour was used for the fee estimate. In consultation with a housing compliance professional, actual and estimated hours were used to develop the sliding scale. A 50-unit BMR project assumes 15 hours for the entire monitoring process, including a review of property management documents, financials (as applicable), tenant files, and unit inspections. The 51 - 100 units project assumes 20 hours for monitoring based on the additional hours required for tenant file and unit inspections. The 101+ unit project assumes 25 hours for tracking under the same methodology. First-time follow-up compliance assumes a base charge of 5 consultant hours to complete.

The fee scale is comparable to the City of Dublin. It is significantly lower than several other jurisdictions charging similar fees within Alameda County, including the cities of Alameda, Berkeley, Emeryville, Fremont, Hayward, and Alameda County's Housing and Community Development Department.

These fees will be subject to an indexed annual adjustment to keep current with cost inflation over time.

Fees Removed from the Master Fee Schedule

The following fees are no longer applicable and will therefore be removed from the Master Fee Schedule:

Table 8 – General Administration Fee on CD/DVD/Cassette and Passports

Table 9 – Police Department Fees on Citation Sign-offs

FISCAL AND ADMINISTRATIVE IMPACTS

The approval of this Master Fee Schedule will result in reduced credit card processing fee expenses of approximately $300,000 annually. In addition, the 2% technology fee will generate roughly $69,000 annually and the below market-rate monitoring fees will generate approximately $17,000 annually starting in FY 2025-26. The estimated reduced expenses and increased revenues have not been included in the FY 2023-24 and 2024-25 budget.

COMMUNITY PILLAR
5: A City that Works

GOAL
17: Ensure effective use of public resources

ATTACHMENTS

1. Tables 1 - 9
2. Resolution
3. Exhibit A - Master Fee Schedule

Prepared by: Ki Lam
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Table 1

General Administration		
Description	**Fee**	**Notes**
Credit/Debit Card Fee (pass-through)	Actual Cost	New
Technology Fee (per building permit)	2% of building permit fee	New

Table 2

Animal License Fees			
Description	**Fee**		**Notes**
Lost tag replacement	$	0.50	Modified

Table 3

Commercial/Residential Permit Fees - Misc Items			
Description	**Fee**		**Notes**
Siding			
Additional siding (more than 1000 sf)	$	835.00	Modified

Table 4

Land Use Entitlements and Permits			
Description	**Fee**		**Notes**
Home Occupation Permit Renewal *	$	50.00	New to Master Fee Schedule
New Short-Term Rental Permit *		220.00	New to Master Fee Schedule
Short-Term Rental Permit Renewal *		160.00	New to Master Fee Schedule

*Approved by resolution 2023-048 & 2023-038

Table 5

Water Rates			
Description	**Rates**		**Notes**
Lost Hydrant Wrench Fee	$	54.00	New

Table 6

Police Department Fee		
Description	**Fee**	**Notes**
Police Report	12.00 per report / 0.30 per page	Modified

Table 7

Housing Services Program Fees		
Description	**Fee**	**Notes**
Affordable Housing Program		
Purchase application processing fee [1]	$ 125.00	New to Master Fee Schedule
Resale administrative fee (paid by seller) [1]	4,475.00	New to Master Fee Schedule
Loan refinancing administrative fee [1]	650.00	New to Master Fee Schedule
New Unit Sales administrative fee	1.5% of BMR Sale price	New
Document preparation [1]	400.00	New to Master Fee Schedule
Document recording (per document)	40.00	New
Annual Below Market Rate Rental (BMR) Monitoring Fee		
10 to 50 BMR units	1,950.00	New
51 to 100 BMR units	2,600.00	New
101 + BMR units	3,250.00	New
First time follow-up compliance	650.00	New
Additional follow-up compliance (billed as time and materials)	Actual Cost	New

[1] Fee approved by resolution 2019-024 on March 12, 2019

Table 8

General Administration		
Description	**Fee**	**Notes**
CD/DVD/Cassette		
CD/DVD	$ 2.89	Remove
Cassette Tape	2.32	Remove
Passports		
Execution Fee - as determined by the Department of State	Actual Cost	Remove
Passport Photo	11.59	Remove

Table 9

Police Department Fees		
Description	**Fee**	**Notes**
Others		
Citation Sign-off	$ 12.00	Remove

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE MASTER FEE SCHEDULE INCORPORATING CERTAIN FEE CHANGES FOR SERVICES PROVIDED AND SUPERSEDING RESOLUTION 2022-115

The Livermore Municipal Code and the California Government Code provide that the City Council may establish fees for various city services by resolution. These fees may not exceed the reasonable cost of providing the services.

On June 26, 2023, the City Council held a public hearing at which oral and written presentations were made regarding adopting the master fee schedule and changes to fees for Finance, Building, Planning, Police, Public Works, Housing and Human Services. The proposed fee schedule does not exceed the reasonable cost of providing services to the public.

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

1. The City Council hereby adopts the Master Fee Schedule, attached hereto as Exhibit A.
2. The City Council authorizes fees adopted in the Master Fee Schedule to supersede fees previously effectuated by Resolution No. 2022-115, effective July 1, 2023.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Master Fee Schedule

MASTER FEE SCHEDULE

INTRODUCTION

The City Council has the authority to establish and change certain fees or service charges subject to legal requirements within California State law.

The Master Fee Schedule compiles various fees the City charges for its services and products to assist City staff and the public in locating the appropriate fees. The last Master Fee Schedule was adopted in June 2022. Since that time, there were a few resolutions added/modified individual fees for services, which are incorporated in this Schedule.

Although most City fees, service costs such as administrative, licenses, permits, rental, inspection, and utility rates are included in this consolidated master fee schedule. This schedule does not show development impact fees, landscape maintenance district, or fees required by a City contract such as franchise fee.

The intention for the Master Fee Schedule is for it to be updated annually as part of the budget process. At that time, the Council may consider fee increases to bring the fees closer in line with the actual costs of providing a particular service. The increase could be based on a cost-of-living adjustment calculated since the fee was last set (using CPI or another inflationary index). The City applies the annual change in February CPI (5.3 percent), San Francisco area to update the new fees.

The Administrative Services Department is charged with the general maintenance of the Schedule. This responsibility includes reviewing requests to modify the document, periodic review of fees to assure that they are equitable and reflect the cost of services, and preparation of transmittals to the Council for recommended changes to fees.

In addition, all City Departments have a role in fee schedule policies and maintenance. All Departments that levy fees are responsible for:

1. Including all fees that are levied in the Master Fee Schedule;
2. Keeping updated copies of the Schedule available and in clear display;
3. Proposing fees which reflect the cost of services provided by the City; and
4. Providing for the annual revision of fees or proposing changes in fees consistent with the intent of the Master Fee Schedule.

Every effort has been made to ensure the accuracy of data presented in this Schedule. However, if any discrepancies are noted, please call Finance at (925) 960-4300. Fees shown in the Master Fee Schedule are those in effect as of July 1, 2023, unless otherwise noted.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Table of Contents

Description	Page Number(s)
General Administration	3
Business Fees	4
Animal License Fee	4
New Construction Fees (All Construction Types)	5-8
Commercial/Residential Permit Fees - Misc. Items	9-12
Building Permit Fees - Mechanical, Plumbing, & Electrical	13-16
Land Use Entitlements and Permits	17-19
Encroachment and Miscellaneous Permit Fees	20
Maps and Improvement Plans	21
Housing Services Program Fees	22
Fire Prevention - Construction Services	23-24
Fire Prevention - Annual Fire Code & Unified Program Activity Fees	25-27
Fire Prevention - Miscellaneous Fees	28
Police Department Fees	29
Library Fees	30
Sewer Rates	31-32
Water Rates - July 1 to December 31, 2023	33-35
Water Meter Purchase Prices	36
Water Rates - effective January 1, 2024	37-39
Airport Fees	40-41

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

General Administration			
Description	**Unit**	**Fee**	**Source**
The City may bill for special services, such as support for special events, cleanup of hazardous material spills, protection of public property, and public safety due to unusual events.		Based on total actual direct and indirect costs	Resolution 2022-115
Overhead Rate [1]		Based on applicable Overhead Rate	Resolution 2022-115
Vehicle and Equipment Rental [2]		Per latest Caltrans "Labor Surcharge and Equipment Rental Rates" Publication	Resolution 2022-115
Returned Check Fee	Each	$ 11.59	Resolution 2022-115
Credit/Debit Card Fee (pass-through)[3]	Per Transaction	Actual Cost	New, see Staff Report
Technology Fee (per building permit)		2%	New, see Staff Report
Copying			
Miscellaneous copying (except for copying done pursuant to subpoena dcues tecum.)			
Standard 8-1/2 x14 or less (black/white)	Per Page	0.24	Resolution 2022-115
Standard 8-1/2 x14 or less (color)	Per Page	0.29	Resolution 2022-115
11x17 documents	Per Page	0.57	Resolution 2022-115
Oversized documents		Actual Cost	Resolution 2022-115
Copying pursuant to Subpoena duces tecum (Evidence code §1563)			
Documents 8 1/2 x 14 or less	Per Page	0.10	Resolution 2022-115
Documents on microfilm/laser fiche	Per Page	0.20	Resolution 2022-115
Clerical costs incurred in locating and making records available	Per Hour or Fraction Thereof	18.53	Resolution 2022-115
Copying pursuant to Political Reform Act (Government Code § 81008)			
Copies of reports and filings	Per Page	0.10	Resolution 2022-115
Retrieval fee for reports/statements older > 5 years old	Per Request	5.00	Resolution 2022-115
CD/DVD/Cassette			
CD/DVD		2.89	To be deleted, see staff report
Cassette Tape		2.32	To be deleted, see staff report
USB Drive		Actual Cost	Resolution 2022-115
Posting/Mailing			
Mailing Envelope For USB		1.73	Resolution 2022-115
Postage Charges		Actual Cost	Resolution 2022-115
Passports [2]			
Execution fee - as determined by the Department of State		Actual Cost	To be deleted, see staff report
Passport photo		11.59	To be deleted, see staff report
Civil Marriage Ceremony			
Administrative Fee		86.86	Resolution 2022-115
Witness Fee		11.59	Resolution 2022-115
Witness Fees:			
City employee appearing in litigation in which the City is not a party (Government Code §68096.1)		Actual Cost plus travel and expenses ($275 deposit required per day of attendance)	Resolution 2022-115
Police Officer or firefighter appearing in civil actions (Government code §68097.2, Criminal actions (Government code §68098 & Penal code §1329		Actual Cost plus travel and expenses ($275 deposit required per day of attendance)	Resolution 2022-115
Criminal actions (Government code §68098, Penal code §1329 & §1329.1)	Each Day	$12 plus mileage	Resolution 2022-115

[1] When billing for services not specifically set forth in this fee schedule (e.g. a hazardous material cleanup)

[2] Passport services fees are determined by the United States Department of State. The execution fee is payable directly to the City.

[3] Credit/debit Card processing fee varies, ranging from 2.85% to 3%

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Business Fees			
Description	**Unit**	**Fee**	**Source**
Business License			
Additional branch fee	Each	$ 16.22	Resolution 2022-115
Duplicate license fee	Each	10.42	Resolution 2022-115
Change of location fee	Each	16.22	Resolution 2022-115
Registration fee	Each	30.11	Resolution 2022-115
Tobacco Retailer License			
Initial license registration fee	Each	36.00	Ordinance 2088
License fee	Each	969.00	Ordinance 2088

Animal License Fees			
Description	**Unit**	**Fee**	**Source**
Dog License*			
Dog License for a spayed or neutered dog			
1 Year	Each	$ 16.88	Resolution 2022-115
3 Years	Each	33.76	Resolution 2022-115
Dog license for a non-spayed or non-neutered dog			
1 Year	Each	61.90	Resolution 2022-115
3 Years	Each	87.79	Resolution 2022-115
Lost tag replacement	Each	0.50	Ordinance 311; see staff report
Senior Discount on dog license (62 and up older)	Each	50%	Resolution 2022-115
Other Animals Permit Fees			
Animal Fancier **	Each Per Year	112.55	Resolution 2022-115
Pet Shop	Each Per Year	112.55	Resolution 2022-115
Exotic	Each Per Year	112.55	Resolution 2022-115
Penalty Fee for delinquent payments	Each	16.88	Resolution 2022-115

* Dog licenses are to be renewed quarterly throughout the year for one- or three-year periods depending on owner choice and the effective life of the rabies vaccine. The calendar quarter when the rabies certificate is issued establishes the renewal period as follows:

License Expiration Date	**Delinquent Date**
July thru Sept.	November 1st
Oct. thru Dec.	February 1st
Jan. thru March	May 1st
April thru June	August 1st

**Other animal permit fees are renewed annually, due 12/31 and delinquent 2/1. Animals that require a permit include:

Doves, pigeons, ducks, geese, swans, chickens, honeybees, domestic dogs (4 or more dogs), cat, horses, donkey, burro, cows, sheep, goats, rabbits, pot bellied pigs, and reptiles

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

New Construction Fees (All Construction Types)						
IBC Class	IBC Occupancy Type	2006/07 Data: Project Size	Construction Types I, II, III, V- A rated		Construction Types I, II, III, IV, V- B rated	
			Base Cost@ Threshold Size ^	each Additional 100 s.f. ^	Base Cost@ Threshold Size ^	each Additional 100 s.f. ^
A-1 Greater Than 50 Occupants	Assembly uses, usually with fixed seating, intended for the production and viewing of the performing arts or motion picutres	5,000	$ 21,575.00	$ 59.32	$ 17,631.00	$ 46.20
		10,000	24,542.00	64.73	19,941.00	52.24
		20,000	31,014.00	52.09	25,165.00	41.62
		30,000	36,222.00	55.46	29,327.00	44.16
		50,000	47,316.00	23.20	38,159.00	18.60
		100,000	58,916.00	58.91	47,457.00	47.46
A-2	Assembly uses intended for food and/or drink consumption	1,000	15,256.00	58.96	13,299.00	48.78
		5,000	17,614.00	94.54	15,252.00	81.21
		10,000	22,342.00	38.97	19,313.00	33.11
		20,000	26,238.00	27.95	22,623.00	23.65
		50,000	34,621.00	17.24	29,716.00	14.70
		100,000	43,241.00	43.24	37,063.00	37.06
A-3, A-4	Assembly uses intended for worship; Assembly uses intended for viewing of outdoor sporting events and activities with spectator seating	1,000	19,231.00	64.82	16,481.00	53.47
		5,000	21,822.00	114.79	18,619.00	97.42
		10,000	27,563.00	46.00	23,490.00	38.73
		20,000	32,162.00	32.61	27,362.00	27.38
		50,000	41,945.00	20.52	35,577.00	17.31
		100,000	52,205.00	52.21	44,234.00	44.23
B	Dental/Medical	500	16,038.00	110.80	13,927.00	91.86
		2,500	18,255.00	192.72	15,763.00	165.36
		5,000	23,072.00	77.61	19,897.00	65.94
		10,000	26,952.00	55.14	23,195.00	46.68
		25,000	35,223.00	34.57	30,198.00	29.46
		50,000	43,866.00	87.73	37,564.00	75.13
B	Buildings or spaces for office professional or service type transactions, including storage of records and accounts; restaurants with less than 50 occupants	1,000	13,153.00	47.11	11,525.00	38.23
		5,000	15,039.00	96.93	13,054.00	85.65
		10,000	19,885.00	26.97	17,336.00	21.96
		20,000	22,581.00	22.83	19,532.00	19.13
		50,000	29,428.00	13.45	25,272.00	11.27
		100,000	36,152.00	36.16	30,908.00	30.91
E	Buildings or rooms used by more than 6 persons for educational purposes up to the 12th grade. Day care for 6 or more children older than 2-1/2 years of age	500	13,726.00	89.87	12,038.00	75.01
		2,500	15,524.00	162.66	13,537.00	140.92
		5,000	19,590.00	64.77	17,062.00	55.55
		10,000	22,829.00	45.83	19,840.00	39.16
		25,000	29,702.00	28.96	25,713.00	24.91
		50,000	36,941.00	73.89	31,940.00	63.88
F	Factory and industrial uses that include the fabrication or manufacturing of Moderate and Low Hazard materials	1,000	15,873.00	68.12	13,723.00	55.58
		5,000	18,598.00	113.08	15,945.00	98.46
		10,000	24,252.00	33.01	20,869.00	26.95
		20,000	27,554.00	32.72	23,564.00	26.87
		50,000	37,368.00	18.43	31,624.00	15.22
		100,000	46,582.00	46.58	39,231.00	39.23

^ = Source: Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

New Construction Fees (All Construction Types)						
IBC Class	IBC Occupancy Type	2006/07 Data: Project Size	Construction Types I, II, III, V- A rated		Construction Types I, II, III, IV, V- B rated	
			Base Cost@ Threshold Size ^	each Additional 100 s.f. ^	Base Cost@ Threshold Size ^	each Additional 100 s.f. ^
H-1, H-2, H-3, H-4, H-5	High Hazard: Detonation hazard, Deflagration hazard or hazard from accelerated burning; Materials that readily support combustion; Materials that are health hazards	1,000	$ 23,258.00	$ 96.07	$ 18,891.00	$ 74.18
		5,000	27,100.00	146.94	21,857.00	117.58
		10,000	34,448.00	61.45	27,737.00	48.64
		20,000	40,591.00	44.30	32,600.00	34.93
		50,000	53,880.00	27.08	43,078.00	21.49
		100,000	67,417.00	67.41	53,827.00	53.83
1-1	Housing of clients on a 24-hour basis in a supervised residential environment providing personal care services	1,000	13,359.00	44.98	11,337.00	35.67
		5,000	15,158.00	79.72	12,763.00	66.51
		10,000	19,144.00	31.94	16,090.00	26.28
		20,000	22,338.00	22.64	18,718.00	18.53
		50,000	29,130.00	14.24	24,278.00	11.77
		100,000	36,253.00	36.25	30,161.00	30.16
1-2,1-3	Medical, surgical, psychiatric, nursing or custodial care on a 24-hour basis for more than 6 persons; facilities where persons are restrained	1,000	22,161.00	83.26	17,939.00	64.38
		5,000	25,492.00	136.23	20,515.00	108.90
		10,000	32,303.00	55.81	25,960.00	44.18
		20,000	37,885.00	39.94	30,378.00	31.50
		50,000	49,868.00	24.75	39,829.00	19.64
		100,000	62,242.00	62.24	49,652.00	49.65
1-4	Day care operations of more than 6 people of any age where the care is for less than 24-hours a day	1,000	12,744.00	45.26	10,877.00	35.88
		5,000	14,557.00	77.14	12,312.00	64.58
		10,000	18,413.00	31.23	15,541.00	25.76
		20,000	21,536.00	22.25	18,117.00	18.23
		50,000	28,210.00	13.91	23,586.00	11.51
		100,000	35,165.00	35.16	29,344.00	29.35
M	Display and sale of merchandise accessible to the public	1,000	16,231.00	60.40	14,148.00	50.03
		5,000	18,647.00	99.52	16,150.00	85.55
		10,000	23,623.00	40.67	20,427.00	34.59
		20,000	27,691.00	29.10	23,886.00	24.66
		50,000	36,422.00	18.04	31,281.00	15.39
		100,000	45,441.00	45.44	38,977.00	38.98
R-1, R-2	Transient and nontransient lodging including hotels, motels apartments, and boarding houses	5,000	26,719.00	85.85	21,488.00	67.40
		10,000	31,013.00	48.59	24,857.00	38.32
		20,000	35,871.00	23.83	28,691.00	18.76
		50,000	43,022.00	29.79	34,317.00	23.28
		100,000	57,915.00	16.05	45,957.00	12.57
		200,000	73,967.00	36.98	58,523.00	29.27
R-3, R-3.1, R-4	One and two-family homes; Residentially based 24-hour facility for 6 or fewer clients of any age; Residential care/assisted living for more than 6 ambulatory clients	1,000	6,971.00	114.89	5,813.00	91.91
		2,000	8,119.00	125.32	6,732.00	100.26
		3,000	9,373.00	188.00	7,733.00	150.39
		4,000	11,252.00	412.53	9,237.00	330.03
		5,000	15,378.00	87.73	12,538.00	70.18
		10,000	19,765.00	197.64	16,047.00	160.47

^ = Source: Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

New Construction Fees (All Construction Types)						
			Construction Types I, II, III, V- A rated		Construction Types I, II, III, IV, V- B rated	
IBC Class	IBC Occupancy Type	2006/07 Data: Project Size	Base Cost@ Threshold Size ^	Cost for each Additional 100 s.f. ^	Base Cost@ Threshold Size ^	Cost for each Additional 100 s.f. ^
R-3	One and two-family homes	1,000	$ 4,621.00	$ 60.35	$ 3,847.00	$ 49.83
		2,000	5,223.00	71.29	4,345.00	58.98
		3,000	5,937.00	102.66	4,934.00	84.84
		4,000	6,962.00	200.67	5,782.00	165.39
		5,000	8,971.00	43.88	7,436.00	36.19
		10,000	11,165.00	111.64	9,246.00	92.46
S-1	Moderate hazard storage	500	14,700.00	100.98	12,341.00	79.61
		2,500	16,721.00	176.37	13,934.00	145.71
		5,000	21,128.00	70.95	17,578.00	57.86
		10,000	24,675.00	50.38	20,470.00	40.88
		25,000	32,231.00	31.63	26,603.00	25.88
		50,000	40,138.00	80.28	33,075.00	66.15
S-2	Low hazard storage	500	14,534.00	100.49	12,177.00	79.12
		2,500	16,544.00	174.67	13,760.00	144.01
		5,000	20,910.00	70.36	17,360.00	57.27
		10,000	24,429.00	49.98	20,222.00	40.49
		25,000	31,926.00	31.35	26,298.00	25.62
		50,000	39,764.00	79.53	32,701.00	65.40
U	Accessory and miscellaneous structures not specifically classified	1,000	10,351.00	33.49	9,302.00	28.29
		5,000	11,691.00	61.15	10,433.00	54.13
		10,000	14,748.00	24.30	13,140.00	21.24
		20,000	17,178.00	17.16	15,264.00	14.94
		50,000	22,328.00	10.86	19,745.00	9.53
		100,000	27,760.00	27.76	24,511.00	24.51
TENANT IMPROVEMENTS						
A-2	Restaurant, more than 50 occupants	1,000	1,126.00	7,864.85	41.00	6,525.53
		5,000	5,627.00	9,506.93	53.00	7,852.47
		10,000	11,254.00	12,186.70	23.00	10,067.42
		20,000	22,510.00	14,546.83	18.00	11,985.24
		50,000	56,274.00	19,737.54	9.00	16,220.42
		100,000	112,548.00	24,869.73	24.00	20,421.84
B	Office Building	1,000	1,126.00	6,910.45	34.00	5,728.69
		5,000	5,627.00	8,218.26	42.00	6,795.65
		10,000	11,254.00	10,318.40	18.00	85,202.22
		20,000	22,510.00	12,050.52	16.00	9,944.74
		50,000	56,274.00	16,642.47	8.00	13,691.47
		100,000	112,548.00	21,085.87	21.00	17,333.52
B	Medical Office	1,000	1,126.00	6,896.94	28.00	5,751.20
		5,000	5,627.00	8,032.55	43.00	6,674.10
		10,000	11,254.00	10,209.23	18.00	8,474.87
		20,000	22,510.00	12,029.13	14.00	9,972.88
		50,000	56,274.00	15,960.43	7.00	13,200.76
		100,000	112,548.00	19,969.39	20.00	16,504.04

^ = Source: Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

New Construction Fees (All Construction Types)						
			Construction Types I, II, Ill, V- A rated		Construction Types I, II, Ill, IV, V- B rated	
IBC Class	IBC Occupancy Type	2006/07 Data: Project Size	Base Cost@ Threshold Size ^	Cost for each Additional 100 s.f. ^	Base Cost@ Threshold Size ^	Cost for each Additional 100 s.f. ^
TENANT IMPROVEMENTS						
B/H	Lab/R&D	2,000	$ 9,687.00	$ 19.20	$ 8,104.00	$ 15.62
		10,000	11,222.00	30.23	9,354.00	25.08
		20,000	14,244.00	12.53	11,863.00	10.38
		40,000	16,748.00	9.00	13,930.00	7.40
		100,000	22,147.00	5.54	18,372.00	4.57
		200,000	27,685.00	13.84	22,950.00	11.48
M	Store	1,000	6,976.00	27.93	5,778.00	22.64
		5,000	8,093.00	43.68	6,683.00	35.95
		10,000	10,277.00	18.14	8,481.00	14.86
		20,000	12,093.00	13.04	9,968.00	10.67
		50,000	16,005.00	8.01	13,167.00	6.58
		100,000	20,011.00	20.01	16,454.00	16.46
SHELL BUILDINGS						
B,M,S	All Shell Buildings	5,000	14,629.00	15.03	12,390.00	11.69
		25,000	17,636.00	19.83	14,726.00	16.32
		50,000	22,593.00	8.71	18,807.00	7.03
		100,000	26,946.00	6.38	22,321.00	5.12
		250,000	36,510.00	3.79	29,995.00	3.07
		500,000	45,967.00	9.20	37,672.00	7.54

^ = Source: Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Commercial/Residential Permit Fees - Misc. Items			
Description	**Unit**	**Fee**	**Source**
Antenna			
Equipment Container	each	$ 418.00	Resolution 2022-115
0-30 ft	each	418.00	Resolution 2022-115
31+ ft	each	521.00	Resolution 2022-115
Cellular/Mobile Phone, free-standing	each	627.00	Resolution 2022-115
Cellular/Mobile Phone, co-location	each	418.00	Resolution 2022-115
Application Meeting - First Hour	each hour	208.00	Resolution 2022-115
Application Meeting - Each Add't Hour	each hour	208.00	Resolution 2022-115
Balcony addition	each	835.00	Resolution 2022-115
Carport MINOR(< or = 200 sq ft.)	each	627.00	Resolution 2022-115
Carport MAJOR(> 200 sq ft.)	each	835.00	Resolution 2022-115
Change of Occupancy	each	835.00	Resolution 2022-115
Close Existing Openings			
Interior wall	each	418.00	Resolution 2022-115
Exterior wall	each	627.00	Resolution 2022-115
Commercial Coach (per unit)	each unit	730.00	Resolution 2022-115
Compliance lnspections/Reinspections	each	730.00	Resolution 2022-115
Deck (wood) - up to 200 sq ft.	each	418.00	Resolution 2022-115
Each additional 100 sq ft.	each 100 sf	104.00	Resolution 2022-115
Deck Railing - up to 200 sq ft.	each	418.00	Resolution 2022-115
Deck (wood) (with calcs) - up to 200 sq ft.	each	627.00	Resolution 2022-115
Deck (wood) (with calcs) - each add;. 100 sq ft	each 100 sf	104.00	Resolution 2022-115
Demolition - Single Family Dwelling	each	627.00	Resolution 2022-115
Demolition - Multi Family/ Commercial	each	627.00	Resolution 2022-115
Door			
New door (residential)	each	208.00	Resolution 2022-115
New door (Structural shear wall/Masonry)	each	835.00	Resolution 2022-115
Fence or Freestanding Wall (non-masonry)			
6 - 8 feet in height, first 100 If	up to 100 If	418.00	Resolution 2022-115
8 - 10 feet in height, first 100 If	up to 100 If	521.00	Resolution 2022-115
Each additional 100 If	each 100 If	208.00	Resolution 2022-115
Over 10 feet in height	up to 100 If	627.00	Resolution 2022-115
Over 10 feet in height (with calcs)	up to 100 If	627.00	Resolution 2022-115
Each additional 100 If	each 100 If	208.00	Resolution 2022-115
Fence or Freestanding Wall (masonry)			
Masonry, (6-8 feet high), pre-engineered	up to 100 If	627.00	Resolution 2022-115
Each additional 100 If	each 100 If	314.00	Resolution 2022-115
Masonry, Special Design (6-10' high)	up to 100 If	835.00	Resolution 2022-115
Each additional 100 If	each 100 If	314.00	Resolution 2022-115
Masonry, Special Design (over 10' high)	up to 100 If	1,045.00	Resolution 2022-115
Each additional 100 If	each 100 If	314.00	Resolution 2022-115
Fireplace			
Masonry	each	471.00	Resolution 2022-115
Masonry (with calcs)	each	521.00	Resolution 2022-115
Pre-Fabricated *I* Metal	each	418.00	Resolution 2022-115
Flag pole (over 30 feet in height)	each	314.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Commercial/Residential Permit Fees - Misc Items (Con't)			
Description	**Unit**	**Fee**	**Source**
Chimney repair	each	$ 208.00	Resolution 2022-115
Garage (detached)			
Wood frame up to 1,000 sf	each	835.00	Resolution 2022-115
Masonry up to 1,000 sf	each	835.00	Resolution 2022-115
Grading (cut and fill)			
0 - 100 C.Y.		418.00	Resolution 2022-115
101 - 1,000 C.Y.		627.00	Resolution 2022-115
1,001 - 10,000 C.Y.		730.00	Resolution 2022-115
10.001 - 100,000 C.Y.		835.00	Resolution 2022-115
100,001 - 200.000 C.Y.		1,149.00	Resolution 2022-115
Each add'l 10,000 C.Y. or portion thereof		156.00	Resolution 2022-115
Greenhouse (non-commercial)	each	627.00	Resolution 2022-115
Greenhouse (non-commercial) (with calcs)	each	627.00	Resolution 2022-115
Lighting Pole	each	418.00	Resolution 2022-115
Each Add'l Pole	each	418.00	Resolution 2022-115
Partition - Commercial, Interior (up to 30 lf)	up to 30 lf	418.00	Resolution 2022-115
Additional partition	up to 30 lf	418.00	Resolution 2022-115
Partition - Residential, Interior (up to 30 lf)	up to 30 lf	418.00	Resolution 2022-115
Additional partition	each 30 lf	418.00	Resolution 2022-115
Patio Cover, Awning, Canopy, Trellis and Arbors			
Wood frame	up to 300 sf	418.00	Resolution 2022-115
Wood frame (with calcs)	up to 300 sf	521.00	Resolution 2022-115
Other frame	up to 300 sf	521.00	Resolution 2022-115
Additional Patio	up to 300 sf	104.00	Resolution 2022-115
Enclosed, all frames	up to 300 sf	627.00	Resolution 2022-115
Photovoltaic System			
Residential	each	418.00	Resolution 2022-115
Commercial, up to 10 kilowatts		418.00	Resolution 2022-115
Commerical, 11 to 20 KW		730.00	Resolution 2022-115
Commerical, 21 to 30 KW		730.00	Resolution 2022-115
Commerical, 31 to 40 KW		940.00	Resolution 2022-115
Commerical, 41 to 52 KW		1,253.00	Resolution 2022-115
Commerical, 51 to 250 KW		7.00	Resolution 2022-115
Commerical, over 250 KW		5.00	Resolution 2022-115
Pile Foundation			
Cast in Place / Drive (steel, pre-stressed concrete)	up to 10	418.00	Resolution 2022-115
Additional piles (increments of 10)	each 10	314.00	Resolution 2022-115
Retaining Wall (concrete or masonry)			
Standard	up to 50 lf	627.00	Resolution 2022-115
Additional retaining wall	each 50 lf	314.00	Resolution 2022-115
Special Design, 3-10' high	up to 50 lf	730.00	Resolution 2022-115
Additional retaining wall	each 50 lf	314.00	Resolution 2022-115
Special Design, over 10' high	up to 50 If	1,045.00	Resolution 2022-115
Additional retaining wall	each 50 lf	314.00	Resolution 2022-115
Remodel - Residential			
500 s.f. Single Story	up to 500 sf	835.00	Resolution 2022-115
501- 1,000 s.f.	501 to 1,000 sf	1,045.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Commercial/Residential Permit Fees - Misc Items (Con't)			
Description	**Unit**	**Fee**	**Source**
Additional remodel	each 300 sf	$ 135.00	Resolution 2022-115
Bathroom remodel	each	627.00	Resolution 2022-115
Minor bathroom remodel	each	314.00	Resolution 2022-115
Minor kitchen remodel	each	261.00	Resolution 2022-115
Repairs (For Fire, Water, Decay & Pests)	<$10,000	314.00	Resolution 2022-115
Repairs (For Fire, Water, Decay & Pests)	$10,000 - $25,000	521.00	Resolution 2022-115
Repairs (For Fire, Water, Decay & Pests)	$25,001 - $100,000	940.00	Resolution 2022-115
Repairs (For Fire, Water, Decay & Pests)	> $100,000	1,149.00	Resolution 2022-115
Re-roof			
Remove / replace (roof covering only)	up to 200 sf	314.00	Resolution 2022-115
Remove / replace (with existing plywood))	201 to 3,000 sf	314.00	Resolution 2022-115
Minor Repair	up to 200 sf	314.00	Resolution 2022-115
201 - 3,000 sq ft		521.00	Resolution 2022-115
> 3,001 sq ft		730.00	Resolution 2022-115
10,001 + sq ft		835.00	Resolution 2022-115
Residential Additions			
One Story	up to 500 sf	1,149.00	Resolution 2022-115
One Story	501 - 1,000 sf	1,464.00	Resolution 2022-115
One Story	> 1,000 sf	1,774.00	Resolution 2022-115
Multi-Story	up to 500 sf	1,253.00	Resolution 2022-115
Multi-Story	501 - 1,000 sf	1,620.00	Resolution 2022-115
Multi-Story	> 1,000 sf	1,880.00	Resolution 2022-115
Roof structure replacement	up to 100 sf	940.00	Resolution 2022-115
Additional roof structure replacement	each 100 sf	314.00	Resolution 2022-115
Sauna - steam	each	1,045.00	Resolution 2022-115
Shed (up to 200 sf)		627.00	Resolution 2022-115
Each additional 100 sf		156.00	Resolution 2022-115
Siding			
Exterior wall covering, siding, stucco	up to 1000 sf	418.00	Resolution 2022-115
Additional siding	more than 1000 sf	835.00	Modified, see Staff Report
Signs			
Monument	each	521.00	Resolution 2022-115
Wall Mounted Fixture	each	627.00	Resolution 2022-115
Free-standing	each	835.00	Resolution 2022-115
Repairs/ Replacement	each	314.00	Resolution 2022-115
Skylight			
Less than 10 sf	each	314.00	Resolution 2022-115
Greater than 10 sf or structural	each	418.00	Resolution 2022-115
Spa or Hot Tub			
Above Ground	each	418.00	Resolution 2022-115
In-ground Private	each	521.00	Resolution 2022-115
In-ground Public	each	627.00	Resolution 2022-115
Storage Racks			
0-8' high (up to 100 If)	first 100 If	627.00	Resolution 2022-115
each additional 100 If	each 100 If	314.00	Resolution 2022-115
over 8' high (up to 100 If)	first 100 If	730.00	Resolution 2022-115
each additional 100 If	each 100 If	314.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Commercial/Residential Permit Fees - Misc Items (Con't)			
Description	**Unit**	**Fee**	**Source**
Swimming Pool/ Spa			
Private	< 800 sf	$ 1,045.00	Resolution 2022-115
Private	> 800 sf	1,149.00	Resolution 2022-115
Public	< 800 sf	1,149.00	Resolution 2022-115
Public	> 800 sf	1,253.00	Resolution 2022-115
Pool - Solar Panels	each	418.00	Resolution 2022-115
Window or Sliding Glass Door			
Residential Replacement	qty. 1-4	314.00	Resolution 2022-115
Residential Replacement	qty. 5 or more	418.00	Resolution 2022-115
New Window (non structural)	each	418.00	Resolution 2022-115
New / Bay Window (structural shear)	each	418.00	Resolution 2022-115
Additional Services			
Service Required in Excess of Standard	per hour	208.00	Resolution 2022-115
Re-inspection	per hour	208.00	Resolution 2022-115
Additional Plan Review	per hour	208.00	Resolution 2022-115
Research	per hour	208.00	Resolution 2022-115
Additional inspection	per hour	208.00	Resolution 2022-115
Residential Building Reports	each	104.00	Resolution 2022-115
Off-hours inspection (min 3 hours)	each	627.00	Resolution 2022-115
Banner (Building Fee)			
Banner install Fourth Street (First install)	each	835.00	Resolution 2022-115
Banner Install Fourth Street	each	835.00	Resolution 2022-115
Banner Install N. Livermore Ave (First Install)	each	835.00	Resolution 2022-115
Banner Install N. Livermore Ave	each	835.00	Resolution 2022-115
Pole-Banner Permit (up to 3 banners where hardware exists	each	550.00	Resolution 2022-115
Pole-Banner Permit (each additional banner where hardware exists)	each	91.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Building Permit Fees - Mechanical, Plumbing, & Electrical		
Fee Types - Mechanical Permit Fees	**Fee**	**Source**
Stand Alone Mechanical Plan Check (hourly rate)	$ 208.00	Resolution 2022-115
Unit Fees		
Installation or relocation of each forced-air or gravity-type furnace or burner (including ducts and vents) up to and including 100,000	261.00	Resolution 2022-115
Installation or relocatton of each forced-air or gravity-type furnace or burner (including ducts and vents) over 100,000 Btu/h	261.00	Resolution 2022-115
Installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	261.00	Resolution 2022-115
Installation or relocation or replacement of each applicance vent installed and not included in an appliance permit	261.00	Resolution 2022-115
Absorption unit, or each heating, cooling, absorption, or each evaporative cooling system, including installation of controls	314.00	Resolution 2022-115
Installation or relocation of each boiler or compressor to and including 3 HP or absorption system up to and including 100,000 Btu/h (each)	314.00	Resolution 2022-115
Installation or relocation of each boiler or compressor, over 3 HP and up to and including 15 HP,or absorption system over 100,000 Btu/h and up to and including 500,000 Btu/h (each)	314.00	Resolution 2022-115
Installation or relocation of each boiler or compressor, over 15 HP and up to and including 30 HP,or absorption system over 500,000 Btu/h and up to and including 1,000,000 Btu/h (each)	314.00	Resolution 2022-115
Installation or relocation of each boiler or compressor, over 30 HP and up to and including 50 HP,or absorption system over 1,000,000 Btu/h and up to and including 1,750,000 Btu/h (each)	365.00	Resolution 2022-115
Installation or relocation of each boiler or compressor, over 50 HP or absorption system over 1,750,000 Btu/h (each)	418.00	Resolution 2022-115
Each air-handling umt, including ducts attached ducts. (Note: The fee shall not apply to an air-handling unit that is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere.)	365.00	Resolution 2022-115
Air-handling unit over 10,000 CFM (each)	365.00	Resolution 2022-115
Each evaporative cooler other than portable type	261.00	Resolution 2022-115
Each ventilation fan connected to a single duct	261.00	Resolution 2022-115
Each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	365.00	Resolution 2022-115
Installation of each hood which is served by mechanical exhaust, including the ducts for such hood	521.00	Resolution 2022-115
New or relocated Furnace and AC includes Ducts, Elec, and Gas	418.00	Resolution 2022-115
Installation or relocation of each commercial or industrial-type incinerator	314.00	Resolution 2022-115
Each appliance or piece of equipment not classed in other appliance categories, or for which no other fee is listed	208.00	Resolution 2022-115
Process piping - Non-hazardous	314.00	Resolution 2022-115
Process piping - Hazardous	521.00	Resolution 2022-115
Other Fees		
Other Mechanical Inspections (per hour)	208.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Building Permit Fees - Mechanical, Plumbing, and Electrical (Continued)		
Fee Types - Plumbing/Gas Permit Fees	**Fee**	**Source**
Stand Alone Plumbing Plan Check (hourly rate)	$ 208.00	Resolution 2022-115
Unit Fees		
Each plumbing fixture or trap or set of fixtures on trap, including water, drainage piping, and backflow protection therefor)	156.00	Resolution 2022-115
Rainwater systems per drain (inside building)	156.00	Resolution 2022-115
Each private sewage disposal system	156.00	Resolution 2022-115
Water heater and/or vent (each)	86.00	Resolution 2022-115
Electrical heat pump water heater	314.00	Resolution 2022-115
Industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps (each)	574.00	Resolution 2022-115
Installation, alteration, or repair of water piping and/or water-treating equipment (each)	261.00	Resolution 2022-115
Repair or alteration of drainage or vent piping (each fixture)	261.00	Resolution 2022-115
Lawn sprinkler system on any one meter, including backflow protection devices therefore (each)	208.00	Resolution 2022-115
Backflow devices not included in other fee services, e.g., building/trailer park sewer (each)	314.00	Resolution 2022-115
Atmospheric-type vacuum breakers not included in other fee servies, e.g., building/trailer park sewer (1-5 units)	314.00	Resolution 2022-115
Atmospheric-type vacuum breakers not included in other fee servies, e.g., building/trailer park sewer (each unit over 5 units)	104.00	Resolution 2022-115
Tankless water heater w/gas and electric	314.00	Resolution 2022-115
Tankless water heater w/o gas and electric	261.00	Resolution 2022-115
Curbside cleanout	261.00	Resolution 2022-115
Gas Piping Residential	208.00	Resolution 2022-115
Gas Piping Commercial	314.00	Resolution 2022-115
Other Fees		
Other Plumbing and Gas Inspections (per hour)	208.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Building Permit Fees - Mechanical, Plumbing, and Electrical (Continued)		
Fee Types - Electrical	**Fee**	**Source**
Stand Alone Electrical Plan Check (hourly rate)	$ 208.00	Resolution 2022-115
System Fees		
Private, Residential, In-ground Swimming Pools (each new)		
Includes a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool	418.00	Resolution 2022-115
For all other types of swimming pools, therapeutic whirlpools, spas, and alteratons to existing swimming pools	314.00	Resolution 2022-115
Outdoor Events		
Carnivals, circuses, or other travelling shows or exhibitions utilizing transportable-type rides, booths, displays, and	521.00	Resolution 2022-115
Electric generator and electrically-driven rides (each)	418.00	Resolution 2022-115
Electrical backup generator, natural gas	396.00	Resolution 2022-115
Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)	418.00	Resolution 2022-115
System of area and booth lighting (each)	261.00	Resolution 2022-115
For permanently installed rides, booths, displays and	314.00	Resolution 2022-115
Residential Electric Charging station EV	261.00	Resolution 2022-115
Commercial Electric Charging station EV	471.00	Resolution 2022-115
Temporary Power Service		Resolution 2022-115
Temporary service power pole or pedestal, incldung all pole or pedestal-mounted receptacle outlets and appurtenances	261.00	Resolution 2022-115
Temporary distribution system and temporary lighting and receptacle outlets for constructions sites, decorative light, Christmas tree sales lots, firework stands, etc.	261.00	Resolution 2022-115
Unit Fees		
Receptacle, Switch, and Light Outlets up to 20	208.00	Resolution 2022-115
Each additional 20 outlets	104.00	Resolution 2022-115
Lighting Fixtures up to 10	314.00	Resolution 2022-115
Each additional 10 uutlet	104.00	Resolution 2022-115
Pole or platform-mounted lighting fixtures (each)	156.00	Resolution 2022-115
Theatrical-type lighting fixtures or assemblies (each)	208.00	Resolution 2022-115
Residential Appliances		
Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electrical ranges, self- contained room, console, or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers or other motor-operated appliances (each) not exceeding 1 horsepower (HP) in rating, each	261.00	Resolution 2022-115
For other types of air conditioners and other motor-driven appliances having large electrical rating, see POWER APPARATUS	521.00	Resolution 2022-115
Non-Residential Appliances		
Residential appliances and selt-contained factory-wired, non-residential appliances including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each.	314.00	Resolution 2022-115
Non-residential appliances not exceeding 1 horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each.	521.00	Resolution 2022-115
Appliances having large electrical ratings, see Power Apparatus	521.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Building Permit Fees - Mechanical, Plumbing, and Electrical (Continued)		
Fee Types - Electrical (Con't)	**Fee**	**Source**
Power Apparatus		
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus. Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes-reactive (KVAR):		
Up to and including 1 (each)	$ 314.00	Resolution 2022-115
Over 1 and not over 10 (each)	365.00	Resolution 2022-115
Over 10 and not over 50 (each)	418.00	Resolution 2022-115
Over 50 and not over 100 (each)	521.00	Resolution 2022-115
Over 100 (each)	574.00	Resolution 2022-115
(for equipment or appliances having more than one motor, transformer, heating, etc. the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related	418.00	Resolution 2022-115
Busways		
Trolley and plug-in-type busways, each 100 feet or fraction thereon.	314.00	Resolution 2022-115
(An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools.)	104.00	Resolution 2022-115
Signs, Outline Lighting, and Marquees		
Signs, outline lighting systems or marquees supplies from one branch circuit (each)	314.00	Resolution 2022-115
Additional branch circuits within the same sign, outline lighting system, or marquee (each)	104.00	Resolution 2022-115
Electrical Services		
Services of 600 volts or less; up to 200 amperes in rating (each)	314.00	Resolution 2022-115
Services of 600 volts or less; 201 to up 1,000 amperes in rating (each)	365.00	Resolution 2022-115
Services over 600 volts or over 1,000 amperes in rating (each)	574.00	Resolution 2022-115
Miscellaneous		
Electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	365.00	Resolution 2022-115
(This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.)		Resolution 2022-115
Other Fees		
Other Electrical Inspections (per hour)	208.00	Resolution 2022-115
Fee Types - Other Inspections and Fees		
Inspections outside of normal business hours, 0 - 3 hours (minimum charge)	627.00	Resolution 2022-115
Reinspection Fee (per hour)	208.00	Resolution 2022-115
Inspections for which no fee is specifically indicated - per hour (minimum charge = 1 hour)	208.00	Resolution 2022-115
Additional Plan Review requried by changes, additions, or revisions to approved plans, per hour (minimum charge = 1 hour)	208.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Land Use Entitlements and Permits		
Description	**Fee**	**Source**
Annexation / Pre-Zoning [(b)]	$ 30,569.00	Resolution 2022-115
Appeal	4,166.00	Resolution 2022-115
Downtown Design Review		
Staff Level	-	Resolution 2022-115
Administrative Staff Level	1,601.00	Resolution 2022-115
Small Addition	5,001.00	Resolution 2022-115
Large Addition	8,667.00	Resolution 2022-115
Planning Commission Review	12,092.00	Resolution 2022-115
Amendment - Planning Commission Review	10,529.00	Resolution 2022-115
Site Plan Design Review [(a)(b)]		
Construction of new nonresidential development or residential development containing 5 or more units (Planning Commision Review)	29,796.00	Resolution 2022-115
Construction of a new condominium, duplex, or a multi-family residence containing 2, 3 or 4 units (Staff Level Review)	16,809.00	Resolution 2022-115
Major additions to non-residential development or additions of 5 or more units to a residential development (Planning Commision Review)	21,952.00	Resolution 2022-115
Minor non-residential additions or additions to a condomium, duplex, or a multi-family residence containing 2, 3, or 4 units (Staff Level Review)	10,584.00	Resolution 2022-115
Major exterior building, landscaping, or parking modifications (Staff Level Review)	2,833.00	Resolution 2022-115
Minor exterior building, landscaping such as new awnings, windows, doors and trim (Staff Level Review)	1,046.00	Resolution 2022-115
New or Amended Master Sign Program (Planning Commission Review)	2,381.00	Resolution 2022-115
New or replacement sign if not subject to a Master Sign Program (Staff Level Review)	591.00	Resolution 2022-115
Master Sign Approval - new sign conforming to an approved Master Sign Program (Staff Level Review)	-	Resolution 2022-115
Temporary Sign Registration	66.00	Resolution 2022-115
Temporary Use Permit [(b)]		
Seasonal & Carnivals	579.00	Resolution 2022-115
Model Home Complex / Construction Trailer	3,648.00	Resolution 2022-115
Non-Profit Temporary Uses	71.00	Resolution 2022-115
Home Occupation Permit	104.00	Resolution 2022-115
Home Occupation Permit Renewal	50.00	Res #2023-048, see Staff Report
Variance [(b)]		
General	12,530.00	Resolution 2022-115
Minor General	5,385.00	Resolution 2022-115
Developed Residential	1,823.00	Resolution 2022-115
Minor for Developed Residential	940.00	Resolution 2022-115
Conditional Use Permit [(b)]		
Residential / Minor Non-residential	6,000.00	Resolution 2022-115
Conditional Use Permit [(a)]	12,362.00	Resolution 2022-115
Conditional use Permit Modification [(a)]	9,617.00	Resolution 2022-115

[(a)] For new construction or additions, Conditional Use Permit must be combined with applicable site Plan Design Review fee into one application with no fee. Applications involving both Conditional Use Permit and Site Plan Design Review can be reduced by 10%.

[(b)] Applications involving multiple processes can be reduced by 10%

Notes: T&M - Applicant shall be charged on a time and materials basis.

Projects that do not fit any category or are otherwise extraordinary may be charged on a T&M basis at the Director's discretion.

Staff time required ona project, post entitlement, and not part of another formal application (e.g., Final Map, plot plan) will be recovered on a T&M basis at the Director's discretion.

The fees calculated reflect standard processing time. Projects requiring excessive review time will be recovered on a T&M basis.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Land Use Entitlements and Permits (Continued)		
Description	**Fee**	**Source**
Zoning Use Permit [(b)]		
Zoning Use Permit	$ 501.00	Resolution 2022-115
Zoning Use Permit – Large Family Daycare	425.00	Resolution 2022-115
Rezoning – Via Development Code or Map Amendment	11,590.00	Resolution 2022-115
Planning Development [(b)]		
Planned Development District	13,435.00	Resolution 2022-115
Planned Development District Amendment – Via DCA or Zoning Map Amendment	12,136.00	Resolution 2022-115
Planned Unit Development (South Livermore Valley Only)	13,435.00	Resolution 2022-115
Planned Unit Development Amendment	12,136.00	Resolution 2022-115
General / Specific Plan Fees [(b)]		
General / Specific Plan Amendment	20,091.00	Resolution 2022-115
Policy Proposal [(b)]		
Policy Proposal	Actual Cost	Resolution 2022-115
Policy Proposal Amendment	Actual Cost	Resolution 2022-115
Municipal Code Amendment	29,137.00	Resolution 2022-115
Tentative Tract Map		
Base fee [(b)]	21,089.00	Resolution 2022-115
Plus per unit or per lot fee	110.00	Resolution 2022-115
Tentative Tract Map Amendment – Public Hearing [(b)]	13,954.00	Resolution 2022-115
Tentative Tract Map Amendment/Extension – Staff Level [(b)]	7,685.00	Resolution 2022-115
Tentative Parcel Map – Public Hearing [(b)]	16,138.00	Resolution 2022-115
Tentative Parcel Map Amendment – Public Hearing [(b)]	13,369.00	Resolution 2022-115
Tentative Parcel Map Amendment/Extension - Staff Level [(b)]	3,161.00	Resolution 2022-115
Miscellaneous Fees		
Development Agreement - No Policy Change [(b)]	18,168.00	Resolution 2022-115
Development Agreement - Policy Change (per policy) [(b)]	24,391.00	Resolution 2022-115
Development Agreement - Minor Staff Level [(b)]	10,329.00	Resolution 2022-115
Open Space/Agricultural Easements [(b)]	9,184.00	Resolution 2022-115
Lot Line Adjustment/Certificate of Compliance [(b)]	3,723.00	Resolution 2022-115
Certificate of Appropriateness – Historic Preservation Commission [(b)]	579.00	Resolution 2022-115
Certificate of Appropriateness – Staff [(b)]	116.00	Resolution 2022-115
City Wide General Plan - cost recovery	$0.39/sf	Resolution 2022-115
Downtown Specific Plan - cost recovery	$0.31/sf	Resolution 2022-115
Parcel Map Waiver – Staff Level [(b)]	5,818.00	Resolution 2022-115
Out of Area Service Agreement [(b)]	24,398.00	Resolution 2022-115
Consistency Determination – Planning Commission	8,989.00	Resolution 2022-115

* Users pay for maintenance costs on an annual basis based on relative waste volume: user's volume of bins divided by total volume of bins in trash enclosure.

[(b)] Applications involving multiple processes can be reduced by 10%

Notes: T&M - Applicant shall be charged on a time and materials basis.

Projects that do not fit any category or are otherwise extraordinary may be charged on a T&M basis at the Director's discretion.

Staff time required ona project, post entitlement, and not part of another formal application (e.g., Final Map, plot plan) will be recovered on a T&M basis at the Director's discretion.

The fees calculated reflect standard processing time. Projects requiring excessive review time will be recovered on a T&M basis.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Land Use Entitlements and Permits (Continued)		
Description	**Fee**	**Source**
Tree Removal Permit - Commerical [b]	$ 850.00	Resolution 2022-115
Resonable Accommodations [b]	200.00	Resolution 2022-115
Zoning Clearance (e.g. exterior building modificaitons including awnings, window,s doors and trim - all zones) [b]	490.00	Resolution 2022-115
Zoning Clearance - New single family residence or significant remodel of existing single family residence in Transect zones [b]	762.00	Resolution 2022-115
New Short-Term Rental Permit	220.00	Res #2023-038, see Staff Report
Short-Term Rental Permit Renewal	160.00	Res #2023-038, see Staff Report
Environmental Fees		
CEQA Filing Fee – Alameda County Recorder/City Admin	Actual Cost	Resolution 2022-115
CEQA Environmental Impact Report – Set-Up, RFP	9,756.00	Resolution 2022-115
CEQA Environmental Impact Report – Deposit 20% of contract amount to City	Actual Cost	Resolution 2022-115
CEQA Negative Declaration	6,712.00	Resolution 2022-115
CEQA Negative Declaration – Fish & Wildlife Fee *	Actual Cost	Resolution 2022-115
CEQA Environmental Impact Report – Fish & Wildlife Fee *	Actual Cost	Resolution 2022-115
CEQA Notice of Exemption	200.00	Resolution 2022-115
Williamson Act		
Williamson Act Contract Creation	9,001.00	Resolution 2022-115
Williamson Act Contract Cancellation	11,967.00	Resolution 2022-115
Research / Time and Materials (T&M)		
Staff Time Per Hour	200.00	Resolution 2022-115

* This is not a City fee. Fee is charged by California Fish and Wildlife Department.

[b] Applications involving multiple processes can be reduced by 10%

Notes: T&M - Applicant shall be charged on a time and materials basis.

Projects that do not fit any category or are otherwise extraordinary may be charged on a T&M basis at the Director's discretion.

Staff time required on a project, post entitlement, and not part of another formal application (e.g., Final Map, plot plan) will be recovered on a T&M basis at the Director's discretion.

The fees calculated reflect standard processing time. Projects requiring excessive review time will be recovered on a T&M basis.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Encroachment and Miscellaneous Permit Fees		
Description	**Fee**	**Source**
Encroachment Permit		
Simple Plan Check / Processing Fee	$ 182.00	Resolution 2022-115
Simple - Inspection	489.00	Resolution 2022-115
Major - Inspection	752.00	Resolution 2022-115
Telecom Encroachment Permit - Basic Project		
Permit Processing Fee	570.00	Resolution 2022-115
Simple Plan Check Fee	800.00	Resolution 2022-115
Simple Inspection Fee (up to 2 days of work)	182.00	Resolution 2022-115
Encroachment Permit - Major Project [1]		
Plan Check Fee Up to $250,000 Project Valuation	8.35%	Resolution 2022-115
Plan Check Fee $250,000 - $1,000,000 Project Valuation	4.22%	Resolution 2022-115
Plan Check Fee $1,000.001 + Project Valuation	3.34%	Resolution 2022-115
Project Inspection Fee Up to $5,000 Project Valuation	25.42%	Resolution 2022-115
Project Inspection Fee $5,001 - $25,000 Project Valuation	9.11%	Resolution 2022-115
Project Inspection Fee $25,001 + Project Valuation	5.08%	Resolution 2022-115
Inspection Fee per day (beyond 2 days of work) = one hour per day or T&M	391.00	Resolution 2022-115
Grading (Cut and Fill)		
0 - 100 Cubic Yards (Cut and Fill)	272.00	Resolution 2022-115
101 - 1,000 CY	361.00	Resolution 2022-115
1,000 - 10,000 CY	542.00	Resolution 2022-115
10,001 - 100,000 CY	1,175.00	Resolution 2022-115
100,001 - 200,000 CY	1,536.00	Resolution 2022-115
Each Add'l 10,000 CY or portion thereof	90.00	Resolution 2022-115
Transportation (Engineering - Fee set by the State)		
Transportation Permit Single Trip [2]	16.00	Resolution 2022-115
Transportation Permit Annual [2]	90.00	Resolution 2022-115
Transportation Permit Repetitive [2]	90.00	Resolution 2022-115

[1] These fees are cumulative over the various project value ranges.

[2] Transportation Permit fees are set by State of California and are not adjusted annually by City of Livermore

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Maps and Improvement Plans		
Description	**Fee**	**Source**
Maps (Deposits)		
Tract/Parcel Map Check (up to 10 lots)	$ 10,693.00	Resolution 2022-115
Each additional lot over 10	135.00	Resolution 2022-115
Parcel Map Waiver Map Check	6,756.00	Resolution 2022-115
Improvement Plan Check - Project Evaluation [1]		
Improvement Plan Check - Project Val. Up to $250,000	8.35%	Resolution 2022-115
Improvement Plan Check - Project Val. $250,000 - $1,000,000	4.22%	Resolution 2022-115
Improvement Plan Check - Project Val. Over $1,000.001	3.34%	Resolution 2022-115
Private In-Tract & Public Improvements		
Each Add'l Plan Check after 3 reviews (collected prior to 4th and each subsequent review)	907.00	Resolution 2022-115
Subdivision Agreement Amendment / Extention	905.00	Resolution 2022-115
Subdivision Inspection - Project Valuation [1]		
Subdivision Inspection - Project Val. Up to $250,000	9.71%	Resolution 2022-115
Subdivision Inspection - Project Val. $250,000 - $1,000,000	8.95%	Resolution 2022-115
Subdivision Inspection - Project Val. Over $1,000,001	6.57%	Resolution 2022-115
Certificate of Compliance		
Certificate of Compliance (Engineering fee only, see planning appication fee)	800.00	Resolution 2022-115
Miscellaneous Fess		
FEMA LOMR	361.00	Resolution 2022-115
FEMA LOMA	3,617.00	Resolution 2022-115
Lot Line Adjustment	6,160.00	Resolution 2022-115
Abandonment / Vacation	14,438.00	Resolution 2022-115
Floodplan Determination	110.00	Resolution 2022-115
O & M Agreement/Stormwater Plan Check Fee	11,575.00	Resolution 2022-115
Stormwater Inspection Fee	1,861.00	Resolution 2022-115

[1] These fees are cumulative over the various project value ranges.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Housing Services Program Fees			
Description	**Fee**		**Source**
Affordable Housing Program			
Purchase application processing fee	$	125.00	New to MFS*, see Staff Report
Resale administrative fee (paid by seller)		4,475.00	New to MFS*, see Staff Report
Loan refinancing administrative fee		650.00	New to MFS*, see Staff Report
New Unit Sales administrative fee		1.5% of BMR Sale price	New, see Staff Report
Document preparation		400.00	New to MFS*, see Staff Report
Document recording (per document)		40.00	New, see Staff Report
Annual Below Market Rate Rental (BMR) Monitoring Fee			
10 to 50 BMR units		1,950.00	New, see Staff Report
51 to 100 BMR units		2,600.00	New, see Staff Report
101 + BMR units		3,250.00	New, see Staff Report
First time follow-up compliance		650.00	New, see Staff Report
Additional follow-up compliance (billed as time and materials)		Actual Cost	New, see Staff Report

(*) MFS: Master Fee Schedule

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Construction Services		
Description	**Fee**	**Source**
Fire Sprinkler - New Systems:1-20 appl	$ 817.00	Resolution 2022-115
Fire Sprinkler - New Systems:21-100 appl	1,363.00	Resolution 2022-115
Fire Sprinkler - New Systems:101-200 appl	1,908.00	Resolution 2022-115
Fire Sprinkler - New Systems:201-350 appl	2,181.00	Resolution 2022-115
Fire Sprinkler - New Syst: 351-1,000 appl	2,452.00	Resolution 2022-115
Fire Sprinkler - New each add'l 50 appl above 351 up to 999	136.00	Resolution 2022-115
Fire Sprinkler - New Syst: 1,000+ appl	4,360.00	Resolution 2022-115
Fire Sprinkler - New each add'l 100 appl above 1000	273.00	Resolution 2022-115
Fire Sprinkler - Tl: 1-4 appl	547.00	Resolution 2022-115
Fire Sprinkler - Tl: 5-20 appl	817.00	Resolution 2022-115
Fire Sprinkler - Tl: 21-100 appl	1,089.00	Resolution 2022-115
Fire Sprinkler - Tl: 101-200 appl	1,498.00	Resolution 2022-115
Fire Sprinkler - Tl: 201-350 appl	1,771.00	Resolution 2022-115
Fire Sprinkler - Tl: 351-1,000 appl	1,908.00	Resolution 2022-115
Fire Sprinkler - Tl: each add'I 25 appl above 351 up to 999	136.00	Resolution 2022-115
Fire Sprinkler - Tl: 1,000+ appl	3,271.00	Resolution 2022-115
Fire Sprinkler - Tl: each add'l 100 appl above 1000	273.00	Resolution 2022-115
Fire Sprinkler - R3 up to 3,600 sq ft	1,635.00	Resolution 2022-115
Fire Sprinkler - R3 each add'l 1,800 sq ft	817.00	Resolution 2022-115
Fire Sprinkler - Antifreeze Syst. - in addition to fire sprinkler system cost	681.00	Resolution 2022-115
Fire Sprinkler - Dry Pipe Valve - in addition to fire sprinkler system cost	477.00	Resolution 2022-115
Fire Sprinkler - Deluge/ Preaction - in addition to fire sprinkler system cost	955.00	Resolution 2022-115
Pre-engineered Fire Protection System (kitchen suppression, etc)	681.00	Resolution 2022-115
Fire Sprinkler - Clean Agent Gas Syst.	1,227.00	Resolution 2022-115
Fire Sprinkler - Dry Chem Syst.	1,227.00	Resolution 2022-115
Fire Sprinkler - Foam Syst. - in addition to fire sprinkler system cost	1,089.00	Resolution 2022-115
Underground Syst: 1-3 devices	1,294.00	Resolution 2022-115
Underground Syst: each add'l device [a]	273.00	Resolution 2022-115
Fire Pump, Each	4,360.00	Resolution 2022-115
Fire Pump: Haz Mat Review (fuel)	1,089.00	Resolution 2022-115
Water Storage Tank - Gravity	1,089.00	Resolution 2022-115
Water Storage Tank - Pressure	1,131.00	Resolution 2022-115
Other Pre-Engineered Suppr System (building, full room system)	1,363.00	Resolution 2022-115
Fire Standpipe System	1,363.00	Resolution 2022-115
Fire Alarm Syst: 1-15 Initiation devices	1,089.00	Resolution 2022-115
Fire Alarm Syst: 16-50 initiation devices	1,635.00	Resolution 2022-115
Fire Alarm Syst: 51-100 initiation devices	2,044.00	Resolution 2022-115
Fire Alarm Syst: 101-1000 initiation devices	2,317.00	Resolution 2022-115
Fire Alarm Syst: each add'l group of 50 devices over 1,000	136.00	Resolution 2022-115
Spray Paint Booth (up to 2)	1,498.00	Resolution 2022-115
Spray Paint Booth: each add'l over 2	136.00	Resolution 2022-115
Propane Tank (LPG)	1,089.00	Resolution 2022-115
Above Ground Tank Removal (over 400 gal): First two tanks	1,363.00	Resolution 2022-115
Above Ground Tank Removal (over 400 gal): each additional tank	273.00	Resolution 2022-115

[a] Fire hydrants, standpipe inlets/outlets, backflow preventors, fire department connections, etc.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Construction Services (Con't)		
Description	**Fee**	**Source**
Compressed Gas System High Hazard - installation, modification, closure (hourly)	$ 273.00	Resolution 2022-115
Compressed Gas Syst - non high haz (hourly)	817.00	Resolution 2022-115
Medical Gas - Level 1(lg)	2,535.00	Resolution 2022-115
Medical Gas - Level 3	1,089.00	Resolution 2022-115
Cryogenic Tank	1,089.00	Resolution 2022-115
Emergency Generator w/ Fuel Tank	1,363.00	Resolution 2022-115
Propane Exchange Rack	547.00	Resolution 2022-115
Vehicle Access Gate, not part of a building permit	454.00	Resolution 2022-115
Refrigerant System	1,089.00	Resolution 2022-115
High piled storage of combustibles - Class I-IV 2,500 sq ft - 12,000 sq. ft.	817.00	Resolution 2022-115
High piled storage of combustibles - Class I-IV 12,001 sq ft - 500,000 sq ft	1,089.00	Resolution 2022-115
High piled storage of combustibles - High Hazard	1,635.00	Resolution 2022-115
Smoke Control System	2,317.00	Resolution 2022-115
SPAs, CUP, PUD	205.00	Resolution 2022-115
Each site inspection after twice failed inspection (hourly)	273.00	Resolution 2022-115
UST - Removal (hourly)	273.00	Resolution 2022-115
UST tank top, monitoring system etc. (hourly)	273.00	Resolution 2022-115
High-Rise (hourly)	273.00	Resolution 2022-115
Fire Alarm Monitoring Equipment change/replacement - Other [b] (hourly)	273.00	Resolution 2022-115
Fire Alarm communication modifications (hourly)	273.00	Resolution 2022-115
Underground storage tank installation (UST) - includes 2 tanks	6,541.00	Resolution 2022-115
Underground storage tank installation - each additional tank	547.00	Resolution 2022-115

[b] Like-for-like replacement of panels, initiating devices and/or notification appliances, etc

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Annual Fire Code & Unified Program Activity Fees		
Description	**Fee**	**Source**
Program Base Fees		
Base Permit - Level 1	$ 1,635.00	Resolution 2022-115
Base Permit - Level 2	955.00	Resolution 2022-115
Base Permit - Level 3	681.00	Resolution 2022-115
Base Permit - Level 4	627.00	Resolution 2022-115
Hot Work Operations		
<551 cu ft	136.00	Resolution 2022-115
551 - 2,250 cu ft	205.00	Resolution 2022-115
2,251 - 10k cu ft	409.00	Resolution 2022-115
10k - 100k cu ft	547.00	Resolution 2022-115
100k - 200k cu ft	681.00	Resolution 2022-115
200k + cu ft	817.00	Resolution 2022-115
Liq Petroleum Gas: <226 gal	68.00	Resolution 2022-115
Liq Petroleum Gas: 226 - 500 gal	136.00	Resolution 2022-115
Liq Petroleum Gas: 501 - 2k gal	205.00	Resolution 2022-115
Liq Petroleum Gas: 2k - 4k gal	273.00	Resolution 2022-115
Liq Petroleum Gas: 4 - 6k gal	341.00	Resolution 2022-115
Liq Petroleum Gas: 6 + k gal	409.00	Resolution 2022-115
Liq/Gas Vehicles in Assembly	341.00	Resolution 2022-115
Lumber Yard or Woodworking Plant	273.00	Resolution 2022-115
Magnesium	273.00	Resolution 2022-115
Mall, Covered	2,452.00	Resolution 2022-115
Motor Vehicle Fuel Disp Station - no bulk	136.00	Resolution 2022-115
Ovens, Industrial	136.00	Resolution 2022-115
POA: A-2	55.00	Resolution 2022-115
POA: A-1	82.00	Resolution 2022-115
POA: A-3	110.00	Resolution 2022-115
POA: A-4	136.00	Resolution 2022-115
POA: A-5	192.00	Resolution 2022-115
Pyrotech SpclEffects Material	547.00	Resolution 2022-115
Refrigeration Equipment	136.00	Resolution 2022-115
Repair Garages	547.00	Resolution 2022-115
Rooftop Heliport	177.00	Resolution 2022-115
Spraying or Dipping	136.00	Resolution 2022-115
Tires - Rebuilding Plant	177.00	Resolution 2022-115
Tire - Storage of Scrap	177.00	Resolution 2022-115
UST - 1 tank	2,181.00	Resolution 2022-115
UST - 2 tanks	3,271.00	Resolution 2022-115
UST - 3 tanks	4,020.00	Resolution 2022-115
UST - 4 tanks	4,826.00	Resolution 2022-115
UST - 5 tanks	5,623.00	Resolution 2022-115
UST - 6 tanks	6,133.00	Resolution 2022-115
Waste Handling	136.00	Resolution 2022-115
Wood Products	136.00	Resolution 2022-115
Fire Pump	273.00	Resolution 2022-115
Hotel, Motel, Apartment - Level 4	136.00	Resolution 2022-115
Hotel, Motel, Apartment - Level 3	614.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Annual Fire Code & Unified Program Activity Fees (Con't)		
Description	**Fee**	**Source**
School - Private	$ 1,187.00	Resolution 2022-115
Highrise	1,567.00	Resolution 2022-115
Care Facility - Non Family Daycare	136.00	Resolution 2022-115
Aerosol Products: < 55 gal	136.00	Resolution 2022-115
Aerosol Products: 55 - 225 gal	157.00	Resolution 2022-115
Aerosol Products: 225 - 1,000 gal	205.00	Resolution 2022-115
Aerosol Products: 1k - 10k gal	273.00	Resolution 2022-115
Aerosol Products: 10k - 20k gal	341.00	Resolution 2022-115
Aerosol Products: 20k + gal	409.00	Resolution 2022-115
Amusement Building	1,294.00	Resolution 2022-115
Aviation Facilities	409.00	Resolution 2022-115
Energy Storage System	136.00	Resolution 2022-115
Candles in a Public Assembly	55.00	Resolution 2022-115
Cellulose Nitrate Film	205.00	Resolution 2022-115
Cellulose Nitrate Storage	205.00	Resolution 2022-115
Combustible Fibers	205.00	Resolution 2022-115
Combustible Dust-Producing Ops	273.00	Resolution 2022-115
Combustible Material Storage - Misc	273.00	Resolution 2022-115
Compressed Gas: High Haz < 200 cu ft	517.00	Resolution 2022-115
Compressed Gas: High Haz 200 - 500 cu ft	614.00	Resolution 2022-115
Compressed Gas: High Haz 501 - 1k cu ft	769.00	Resolution 2022-115
Compressed Gas: High Haz 1k - 2k cu ft	1,024.00	Resolution 2022-115
Compressed Gas: High Haz 2k - 3k cu ft	1,294.00	Resolution 2022-115
Compressed Gas: High Haz 3+ cu ft	1,567.00	Resolution 2022-115
Compressed Gas: Low Haz < 501 cu ft	136.00	Resolution 2022-115
Compressed Gas: Low Haz 501 - 2250 cu ft	177.00	Resolution 2022-115
Compressed Gas: Low Haz 2,250 - 10k cu ft	217.00	Resolution 2022-115
Compressed Gas: Low Haz 10k - 100k cu ft	273.00	Resolution 2022-115
Compressed Gas: Low Haz 100k - 200k cu ft	381.00	Resolution 2022-115
Compressed Gas: Low Haz 200k + cu ft	454.00	Resolution 2022-115
Cryogenics: High Haz <200 cu ft	750.00	Resolution 2022-115
Cryogenics: High Haz 201 - 500 cu ft	909.00	Resolution 2022-115
Cryogenics: High Haz 501 - 1k cu ft	1,135.00	Resolution 2022-115
Cryogenics: High Haz 1k - 2k cu ft	1,515.00	Resolution 2022-115
Cryogenics: High Haz 2k - 3k cu ft	1,908.00	Resolution 2022-115
Cryogenics: High Haz 3k+ cu ft	2,249.00	Resolution 2022-115
Cryogenics: Low Haz < 55 gal	136.00	Resolution 2022-115
Cryogenics: Low Haz 55 - 225 gal	171.00	Resolution 2022-115
Cryogenics: Low Haz 225 -1k gal	205.00	Resolution 2022-115
Cryogenics: Low Haz 1k - 10k gal	273.00	Resolution 2022-115
Cryogenics: Low Haz 10k - 20k gal	355.00	Resolution 2022-115
Cryogenics: Low Haz 20k + gal	436.00	Resolution 2022-115
Dry Cleaning Plant	136.00	Resolution 2022-115

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Annual Fire Code & Unified Program Activity Fees (Con't)		
Description	**Fee**	**Source**
Explosives: 550 lbs	$ 734.00	Resolution 2022-115
Explosives: 551 - 2,250 lbs	887.00	Resolution 2022-115
Explosives: 2,251 - 10k lbs	1,105.00	Resolution 2022-115
Explosives: 10k - 100k lbs	1,472.00	Resolution 2022-115
Explosives: 100k - 200k lbs	1,840.00	Resolution 2022-115
Explosives: 200k + lbs	2,207.00	Resolution 2022-115
Flam/Comb Liq: Above Ground < 55 gal	136.00	Resolution 2022-115
Flam/Comb Liq: Above Ground 55 - 225 gal	205.00	Resolution 2022-115
Flam/Comb Liq: Above Ground 225 - 1k gal	273.00	Resolution 2022-115
Flam/Comb Liq: Above Ground 1k - 10k gal	355.00	Resolution 2022-115
Flam/Comb Liq: Above Ground 10k - 20k gal	425.00	Resolution 2022-115
Flam/Comb Liq: Above Ground 20k + gal	568.00	Resolution 2022-115
Fruit Ripening	163.00	Resolution 2022-115
HazMat Above Ground: < 55 gal	136.00	Resolution 2022-115
HazMat Above Ground: 55 - 225 gal	171.00	Resolution 2022-115
HazMat Above Ground: 225 -1k gal	273.00	Resolution 2022-115
HazMat Above Ground: 1k -10k gal	355.00	Resolution 2022-115
HazMat Above Ground: 10k - 20k gal	436.00	Resolution 2022-115
HazMat Above Ground: 20k + gal	464.00	Resolution 2022-115
Haz Waste Generator: CESQG	192.00	Resolution 2022-115
Haz Waste Generator: Lrg Quantity*	380.00	Resolution 2022-115
Haz Waste Generator: SQG	355.00	Resolution 2022-115
Haz Waste Treatment: CE only*	200.00	Resolution 2022-115
Haz Waste Treatment: CA, PBR*	400.00	Resolution 2022-115
Universal Waste Collection Site	1,089.00	Resolution 2022-115
High-Piled Combust Storage	491.00	Resolution 2022-115

* Fee determined by the department for the reasonable cost and not adjusted per annual CPI of 5.3% in February 2023.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Fire Prevention - Miscellaneous Fees			
Description	**Unit**	**Fee**	**Source**
Candles and Open Flame in Assembly	Per Event	$ 136.00	Resolution 2022-115
Carnivals and Fairs	Per Event	547.00	Resolution 2022-115
Exhibits and Trade Shows	Per Event	763.00	Resolution 2022-115
Pyrotechnical Special Effects show	Per Show	1,635.00	Resolution 2022-115
Temporary Membrane Structures	Per Event	341.00	Resolution 2022-115
Seasonal Lots (Xmas, Pumpkin, etc.)	Each Lot	341.00	Resolution 2022-115
Open Burning	Per Application	136.00	Resolution 2022-115
Alternate Method Application - Hourly, not part of regular permit	Per Hour	273.00	Resolution 2022-115
Hydrant Flow Test, per area tested	Per Area	547.00	Resolution 2022-115
Licensed Care Facilities - Fire Clearance (other than Single Family Home Residential Care)	Each	627.00	Resolution 2022-115
Dump Houses	Per Hour	273.00	Resolution 2022-115
Excessive False Alarms[a]	Each Occurrence	817.00	Resolution 2022-115
Other Plan Checks and Inspections (such as but not limited to emergency repair/modification to fire protection system)	Per Hour	273.00	Resolution 2022-115
Off hours inspections (2 hour minimum charge) Hourly @ time and a half	Per Hour	273.00	Resolution 2022-115
Asbestos abatement	Per Hour	273.00	Resolution 2022-115
Fire code assessment/approval change of occupancy/use/equipment/access	Per Hour	273.00	Resolution 2022-115
Service Required in Excess of Standard (due to size, occupancy uses or other than local regulations)	Per Hour	273.00	Resolution 2022-115

[a] Excessive False Alarm is defined as three or more false alarms within a 90-day period.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Police Department Fees		
Description	**Fee**	**Source**
Police Permit		
Bingo	$ 347.00	Resolution 2022-115
Card Room - License	304.00	Resolution 2022-115
Card Room - Renewal	237.00	Resolution 2022-115
Card Room - Employee Work Permit	237.00	Resolution 2022-115
Card Room - Employee Wk Permit Renewal	237.00	Resolution 2022-115
Dance Application	290.00	Resolution 2022-115
Food Vehicle Permit	237.00	Resolution 2022-115
Food Vehicle Renewal	237.00	Resolution 2022-115
Massage Establishment Permit	579.00	Resolution 2022-115
Massage Establishment Permit Renewal	237.00	Resolution 2022-115
Masseuse Permit	347.00	Resolution 2022-115
Masseuse Renewal	204.00	Resolution 2022-115
Taxicab Driver Permit	237.00	Resolution 2022-115
Renewal Taxicab Driver Permit	237.00	Resolution 2022-115
Taxicab Company Permit	579.00	Resolution 2022-115
Renewal Taxicab Company Permit	272.00	Resolution 2022-115
Vendor/Solicitor Permit	290.00	Resolution 2022-115
Vendor/Solicitor Permit Renewal	237.00	Resolution 2022-115
Property & Evidence Fees (Subpoena required)		
Property Storage (per item)	88.00	Resolution 2022-115
Evidence Recording (CD)	37.00	Resolution 2022-115
Duplication of Video Tapes (including digital video)	71.00	Resolution 2022-115
Digital Photos per Sheet	13.00	Resolution 2022-115
CD-ROM Copy	23.00	Resolution 2022-115
Prints From Video	148.00	Resolution 2022-115
Multiple Photos (plus developing)	12.00	Resolution 2022-115
Gun Safekeeping/Stoarage (per weapon)	92.00	Resolution 2022-115
Sale of Police Reports		
Police Report***	12.00 per report / 0.30 per page	Modified, see Staff Report
Evidence Recording (per incident)	37.00	Resolution 2022-115
Background Check (SCIA)	34.00	Resolution 2022-115
Clearance Letter	82.00	Resolution 2022-115
ABC Clearance Letter	66.00	Resolution 2022-115
ABC One Day Permits	201.00	Resolution 2022-115
Animal Control Fees		
Deceased Pet Pick Up	135.00	Resolution 2022-115
Vehicle Fees		
Stored Vehicle Release *	282.00	Resolution 2022-115
Impounded Vehicle *	282.00	Resolution 2022-115
Repossessed Vehicle Fee (Receipt) **	15.00	Resolution 2022-115
Others		
Citation Sign-off	12.00	To be deleted, see staff report
Special Event Staff Charges		
Per hour with overhead	Actual costs + overhead	Resolution 2022-115

* Not subject to the annual CPI increase as it is more than other area agencies' charges

** Not subject to the annual CPI increase as the amount is set per Government Code 41612

*** $0.30 per page is not subject to the annual CPI increase as the amount is the direct cost of duplication

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Library Fees			
Description	**Unit**	**Fee****	**Source**
Room Rental Fee varies by the group			
Group - Livermore Public Library, Friends of the Livermore Public Library, City of Livermore, Livermore Area Recreation and Park District (LARPD), Livermore Valley Joint Unified School District (LVJUSD), Las Positas College			
Hourly fees	Per hour per room	None	Resolution 2022-115
Daily fees	Per day per room	None	Resolution 2022-115
Group - All others			
Hourly Fees	Per hour per room	$ 21.00	Resolution 2022-115
Daily fees	Per day per room	105.00	Resolution 2022-115
Equipment Usage			
Digital Projector	Per day	27.00	Resolution 2022-115
Conference Phone	Per day	27.00	Resolution 2022-115
Flip Chart/Dry Erase board with paper and pens	Per day	16.00	Resolution 2022-115
Microphones	Per day	11.00	Resolution 2022-115
Printing from computers / microfilm machine			
Black & white	Per page	0.10	Resolution 2022-115
Color	Per page	0.25	Resolution 2022-115
Photocopying	Per page	0.15	Resolution 2022-115
Library Material Replacement Fees			
Magazines and Paperback Books	per item	5.00	Resolution 2022-115
Music CDs	per item	21.00	Resolution 2022-115
Children's Books	per item	21.00	Resolution 2022-115
Educational Games	per item	21.00	Resolution 2022-115
DVDs	per item	31.00	Resolution 2022-115
Media Kits	per kit	31.00	Resolution 2022-115
Adult / Teen Books	per item	31.00	Resolution 2022-115
Educational Toys	per item	31.00	Resolution 2022-115
Talking Books	per item	52.00	Resolution 2022-115
Console Games / Technology Items	per item	52.00	Resolution 2022-115
Higher Value Library Items	per item	103.00 - 309.00	Resolution 2022-115
Materials Recovery Service Fee	per referral	10.00	Resolution 2022-115
Easy Access Keycard	per card	5.00	Resolution 2022-115
Link + Materials *	per item	up to $115	Resolution 2022-115

* A Link+ system-wide fee payable to the library that owns the borrowed item. The cost is set by the owning library.

** Fees are the same as prior year, no adjustment per the annual CPI.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Sewer Rates			
Description	**Billing Unit**	**Rates**	**Source**
Residential			
Single Family	Per Dwelling Unit Per Month	$ 68.23	Ordinance 2095
Multi-family	Per Dwelling Unit Per Month	55.83	Ordinance 2095
Commercial			
All Non-Residential/Institutional	Per Account Per Month	30.87	Ordinance 2095
Bakeries	Per 100 cubic feet	11.61	Ordinance 2095
Commercial Laundries	Per 100 cubic feet	7.23	Ordinance 2095
Markets w/ disposals	Per 100 cubic feet	11.64	Ordinance 2095
Mortuaries	Per 100 cubic feet	11.64	Ordinance 2095
Restaurants	Per 100 cubic feet	11.61	Ordinance 2095
All Other	Per 100 cubic feet	5.16	Ordinance 2095
Institutional			
Institutional	Per account Per Month	30.87	Ordinance 2095
Schools	Per 100 cubic feet	5.02	Ordinance 2095
All Other	Per 100 cubic feet	5.02	Ordinance 2095

Industrial and Miscellaneous Customers - Unit Charges			
Description	**Billing Unit**	**Rates**	**Source**
Annual Loading Charges [a]			
Volume	Million Gallons	$ 1,014.85	Ordinance 2095
BOD [1]	1000 lbs	263.21	Ordinance 2095
SS [2]	1000 lbs	213.94	Ordinance 2095
Peak Month Loading Charges [b]			
Volume	Million Gallons/day	209,461.25	Ordinance 2095
BOD [1]	lbs/day	13.71	Ordinance 2095
SS [2]	lbs/day	7.54	Ordinance 2095
Connection	each	3.01	Ordinance 2095

[a] Annual Loading Charges - These annual charges are billed monthly.

[b] Peak Month Loading Charges - These charges are based on the peak month's characteristics for the previous fiscal year.

[1] Biochemical Oxygen Demand (BOD)

[2] Suspended Solids (SS)

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Source Control Annual User Charges			
Description		**Rates**	**Source**
Weekly (4 per month)		$ 13,702.90	Ordinance 2095
Monthly		3,425.52	Ordinance 2095
Quarterly		1,141.41	Ordinance 2095
Semi-annually		570.91	Ordinance 2095
Annually		285.46	Ordinance 2095

Monitoring Fees			
Description		**Rates**	**Source**
Sampling (BOD, COD, SS, pH, oil grease)*			
Composite Sample		$ 799.88	Ordinance 2095
Grab Sample		319.96	Ordinance 2095
Violation Follow-up			
Composite Sample		1,599.76	Ordinance 2095
Grab Sample		639.91	Ordinance 2095

** Biochemical Demand (BOD), Chemical Oxygen Demand (COD), Suspended Solids (SS)

Permit Review, Issuance and Other Special Tasks			
Description		**Rates**	**Source**
New Permits:			
Review Application and Inspection			
Significant User		$ 2,074.88	Ordinance 2095
Intermediate User		1,037.42	Ordinance 2095
Permit Issuance			
Significant User		389.04	Ordinance 2095
Intermediate User		194.53	Ordinance 2095
Renewal of Permits:			
Review Application and Inspection			
Significant User		1,037.42	Ordinance 2095
Intermediate User		518.71	Ordinance 2095
Renewal Permit Issuance			
Significant User		259.36	Ordinance 2095
Intermediate User		129.69	Ordinance 2095
Routine or Compliance Inspection			
Significant User		389.04	Ordinance 2095
Intermediate User		259.36	Ordinance 2095
Permit Amendment			
Significant User		129.69	Ordinance 2095
Intermediate User		64.84	Ordinance 2095
Hearings			
Show Cause Hearing		791.89	Ordinance 2095
Enforcement Hearing		1,055.86	Ordinance 2095

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - July 1 to December 31, 2023			
Description	**Unit**	**Rates**	**Source**
Meter Service Charges:			
5/8" Meter - D	Monthly	$ 22.92	Resolution 2022-052
3/4" Meter - D	Monthly	30.22	Resolution 2022-052
1 " Meter w/Fire Line	Monthly	22.92	Resolution 2022-052
1" Meter - D	Monthly	44.81	Resolution 2022-052
1-1/2" Meter - D	Monthly	81.28	Resolution 2022-052
1-1/2" Meter - T	Monthly	95.87	Resolution 2022-052
2" Meter - D	Monthly	125.05	Resolution 2022-052
2" Meter - T	Monthly	146.94	Resolution 2022-052
3" Meter - T	Monthly	325.67	Resolution 2022-052
4" Meter - T	Monthly	555.46	Resolution 2022-052
6" Meter - T	Monthly	1,175.53	Resolution 2022-052
8" Meter - T	Monthly	2,050.93	Resolution 2022-052
10" Meter - T	Monthly	3,072.23	Resolution 2022-052
12" Meter - T	Monthly	3,874.68	Resolution 2022-052
5/8" Fire-line Meter	Monthly	1.27	Resolution 2022-052
3/4" Fire-line Meter	Monthly	1.52	Resolution 2022-052
1" Fire-Line Meter	Monthly	2.02	Resolution 2022-052
1-1/2" Fire-Line Meter	Monthly	3.03	Resolution 2022-052
2" Fire-Line Meter	Monthly	4.04	Resolution 2022-052
3" Fire-Line Meter	Monthly	6.06	Resolution 2022-052
4" Fire-Line Meter	Monthly	8.08	Resolution 2022-052
6" Fire-Line Meter	Monthly	12.12	Resolution 2022-052
8" Fire-Line Meter	Monthly	16.16	Resolution 2022-052
10" Fire-Line Meter	Monthly	20.20	Resolution 2022-052
12" Fire-Line Meter	Monthly	24.24	Resolution 2022-052
Hydrant Meter Program Fee*			
1" or smaller	Monthly	14.17	Resolution 2022-052
3"	Monthly	20.36	Resolution 2022-052
Lost Hydrant Wrench Fee	Per Wrench	54.00	New, see Staff Report
Deposits			
Residential			
5/8" Meter	Per Meter	100.00	Resolution 2022-052
1" Meter	Per Meter	100.00	Resolution 2022-052
Other than residential			
5/8" or 3/4" Meter	Per Meter	100.00	Resolution 2022-052
1" or 1-1/2" Meter	Per Meter	100.00	Resolution 2022-052
2" or 3" Meter	Per Meter	200.00	Resolution 2022-052
4" or larger Meter	Per Meter	400.00	Resolution 2022-052
Construction Meter Deposit			
5/8", 3/4", and 1" Meter	Per Meter	300.00	Resolution 2022-052
3" or larger Meter	Per Meter	1,500.00	Resolution 2022-052
Meter Testing Fees			
Meters up to 2" in size		100.00	Resolution 2022-052
Meters larger than 2"		200.00	Resolution 2022-052
Reconnection Fee **			
First time restoration		60.00	Resolution 2022-052
Subsequent restoration in a 12-month period		80.00	Resolution 2022-052
Reconnection if the water meter is removed		100.00	Resolution 2022-052
Reconnection between hours of 5:00 p.m. and 8:00 a.m.		250.00	Resolution 2022-052
Master Lock	Per Lock	15.00	Resolution 2022-052
Best Lock Replacement	Per Lock	50.00	Resolution 2022-052

* No CPI Adjustment as current fee is sufficient to cover costs.

** The City is in compliance with SB-998 Discontinuation of residential water service. If your household income is below 200% of the federal poverty line, and it is applicable to you, please contact (925) 960-4351.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - July 1 to December 31, 2023 (Continued)			
Description	**Unit**	**Rates [b]**	**Source ***
Water Rates [a]			
Recycled [2]			
Recycled Water	Per CCF	$ 2.74	Resolution 2022-052
Normal Supply Conditions			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF [1]	1.35	Resolution 2022-052
Tier II over 7 CCF	Per CCF	1.95	Resolution 2022-052
Multi-Family Residential			
Uniform	Per CCF	1.58	Resolution 2022-052
Non-residential			
Uniform	Per CCF	1.55	Resolution 2022-052
Irrigation			
Uniform	Per CCF	1.76	Resolution 2022-052
Stage I Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.54	Resolution 2022-052
Tier II over 7 CCF	Per CCF	2.14	Resolution 2022-052
Multi-Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.77	Resolution 2022-052
Commercial, Institutional & Public Agency			
Uniform	Per CCF	1.74	Resolution 2022-052
Irrigation			
Uniform	Per CCF	1.95	Resolution 2022-052
Stage II - Voluntary/Mandatory 20% Water Conservation			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.76	Resolution 2022-052
Tier II over 7 CCF	Per CCF	2.36	Resolution 2022-052
Multi-Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.99	Resolution 2022-052
Non-residential			
Uniform	Per CCF	1.96	Resolution 2022-052
Irrigation			Resolution 2022-052
Uniform	Per CCF	2.17	Resolution 2022-052

[a] Water rates will be charged based upon the water conservation level in effect.

[b] The rates shown here are the City charges only. Non-recycled ratepayers must pay the City service charge, the City variable charges, as well as the Zone 7 fixed and variable charges.

[1] 1 CCF = 100 Cubic Feet of water or 1 "unit" of water

[2] Recycled - "Normal" recycled water rates remain in effect in all stages of conservation

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - July 1 to December 31, 2023 (Continued)			
Description	**Unit**	**Rates [b]**	**Source**
Water Rates [a]			
Stage III Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF [1]	$ 2.05	Resolution 2022-052
Tier II over 7 CCF	Per CCF	2.65	Resolution 2022-052
Multi-Family Residential			
Tier I 0 - 7 CCF	Per CCF	2.28	Resolution 2022-052
Non-residential			
Uniform	Per CCF	2.25	Resolution 2022-052
Irrigation			
Uniform	Per CCF	2.46	Resolution 2022-052
Stage IV Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	2.44	Resolution 2022-052
Tier II over 7 CCF	Per CCF	3.04	Resolution 2022-052
Multi-Family Residential			
Tier I 0 - 7 CCF	Per CCF	2.67	Resolution 2022-052
Non-residential			
Uniform	Per CCF	2.64	Resolution 2022-052
Irrigation			Resolution 2022-052
Uniform	Per CCF	2.85	Resolution 2022-052
Stage V Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	2.99	Resolution 2022-052
Tier II over 7 CCF	Per CCF	3.59	Resolution 2022-052
Multi-Family Residential			
Uniform	Per CCF	3.22	Resolution 2022-052
Non-residential			
Uniform	Per CCF	3.19	Resolution 2022-052
Irrigation			Resolution 2022-052
Uniform	Per CCF	3.40	Resolution 2022-052
Stage VI Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	3.75	Resolution 2022-052
Tier II over 7 CCF	Per CCF	4.35	Resolution 2022-052
Multi-Family Residential			
Uniform	Per CCF	3.98	Resolution 2022-052
Non-residential			
Uniform	Per CCF	3.95	Resolution 2022-052
Irrigation			Resolution 2022-052
Uniform	Per CCF	4.16	Resolution 2022-052

(a) Water rates will be charged based upon the water conservation level in effect.

(b) The rates shown here are the City charges only. Non-recycled ratepayers must pay the City service charge, the City variable charges, as well as the Zone 7 fixed and variable charges.

(1) 1 HCF = 100 Cubic Feet of water or 1 "unit" of water

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Meter Purchase Prices *					
Description	Billing Unit	Water Meter	Sales Tax 10.25%	Total Price	Source
Piston SR II Meters					
5/8"	Each	$ 165.00	$ 16.91	$ 181.91	Water Resources Division
3/4"	Each	203.00	20.81	223.81	Water Resources Division
1"	Each	276.00	28.29	304.29	Water Resources Division
Ultrasonic Meters					
1" (formerly 1.5" displacement)	Each	471.20	48.30	519.50	Water Resources Division
Omni C2 Meters					
1.5"	Each	1,439.00	147.50	1,586.50	Water Resources Division
2"	Each	1,658.00	169.95	1,827.95	Water Resources Division
2" with flow restrictor	Each	1,658.00	169.95	1,827.95	Water Resources Division
3"	Each	2,103.00	215.56	2,318.56	Water Resources Division
4"	Each	3,652.00	374.33	4,026.33	Water Resources Division
6"	Each	6,308.00	646.57	6,954.57	Water Resources Division
8"	Each	10,278.00	1,053.50	11,331.50	Water Resources Division
10"	Each	13,280.00	1,361.20	14,641.20	Water Resources Division
Omni F2 Meters					
4" Fireline Meter	Each	8,672.00	888.88	9,560.88	Water Resources Division
6" Fireline Meter	Each	11,560.00	1,184.90	12,744.90	Water Resources Division
8" Fireline Meter	Each	18,318.00	1,877.60	20,195.60	Water Resources Division
10" Fireline Meter	Each	24,717.00	2,533.49	27,250.49	Water Resources Division
Omni R2 Meters					Water Resources Division
1.5" 2	Each	691.00	70.83	761.83	Water Resources Division
2" 2	Each	963.00	98.71	1,061.71	Water Resources Division
Omni T2 Meters					
1.5" 2	Each	1,039.00	106.50	1,145.50	Water Resources Division
2" 2	Each	1,236.00	126.69	1,362.69	Water Resources Division
3"	Each	1,543.00	158.16	1,701.16	Water Resources Division
4"	Each	2,999.00	307.40	3,306.40	Water Resources Division
6"	Each	5,400.00	553.50	5,953.50	Water Resources Division
8"	Each	9,163.00	939.21	10,102.21	Water Resources Division
10"	Each	11,946.00	1,224.47	13,170.47	Water Resources Division
Registers					
5/8" thru 1" SRII TR/PL electronic	Each	165.00	16.91	181.91	Water Resources Division
Endpoints					
520M Flex Net MTX unit Single port	Each	183.00	18.76	201.76	Water Resources Division
Misc Parts					
Meter Adaptor (A47)	Each	114.09	11.69	125.78	Water Resources Division
Meter Adaptor (A34)	Each	15.21	1.56	16.77	Water Resources Division
Tail Piece 5/8, 3/4	Each	15.53	1.59	17.12	Water Resources Division
Tail Piece 1"	Each	22.99	2.36	25.35	Water Resources Division
1.5" flange	Each	64.81	6.64	71.45	Water Resources Division
2" Flange	Each	84.63	8.67	93.30	Water Resources Division
Brass Bolts	Each	11.31	1.16	12.47	Water Resources Division
Brass Nut	Each	2.71	0.28	2.99	Water Resources Division

* = Rate is the cost per the 3rd party, final rate will be based on the current price from the 3rd party and subject to change

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - effective January 1, 2024			
Description	**Unit**	**Rates**	**Source**
Meter Service Charges:			
5/8" Meter - D	Monthly	$ 23.40	Resolution 2022-115
3/4" Meter - D	Monthly	30.89	Resolution 2022-115
1 " Meter w/Fire Line	Monthly	23.40	Resolution 2022-115
1" Meter - D	Monthly	45.87	Resolution 2022-115
1-1/2" Meter - D	Monthly	83.32	Resolution 2022-115
1-1/2" Meter - T	Monthly	98.30	Resolution 2022-115
2" Meter - D	Monthly	128.26	Resolution 2022-115
2" Meter - T	Monthly	150.73	Resolution 2022-115
3" Meter - T	Monthly	334.24	Resolution 2022-115
4" Meter - T	Monthly	570.17	Resolution 2022-115
6" Meter - T	Monthly	1,206.82	Resolution 2022-115
8" Meter - T	Monthly	2,105.62	Resolution 2022-115
10" Meter - T	Monthly	3,154.22	Resolution 2022-115
12" Meter - T	Monthly	3,978.12	Resolution 2022-052
5/8" Fire-line Meter	Monthly	1.29	Resolution 2022-052
3/4" Fire-line Meter	Monthly	1.54	Resolution 2022-052
1" Fire-Line Meter	Monthly	2.05	Resolution 2022-115
1-1/2" Fire-Line Meter	Monthly	3.07	Resolution 2022-115
2" Fire-Line Meter	Monthly	4.09	Resolution 2022-115
3" Fire-Line Meter	Monthly	6.13	Resolution 2022-115
4" Fire-Line Meter	Monthly	8.17	Resolution 2022-115
6" Fire-Line Meter	Monthly	12.25	Resolution 2022-115
8" Fire-Line Meter	Monthly	16.33	Resolution 2022-115
10" Fire-Line Meter	Monthly	20.41	Resolution 2022-115
12" Fire-Line Meter	Monthly	24.49	Resolution 2022-052
Hydrant Meter Program Fee			
1" or smaller	Monthly	14.17	Resolution 2022-115
3"	Monthly	20.36	Resolution 2022-115
Lost Hydrant Wrench Fee	Per Wrench	54.00	New, see Staff Report
Deposits			
Residential			
5/8" Meter	Per Meter	100.00	Resolution 2022-115
1" Meter	Per Meter	100.00	Resolution 2022-115
Other than residential			
5/8" or 3/4" Meter	Per Meter	100.00	Resolution 2022-115
1" or 1-1/2" Meter	Per Meter	100.00	Resolution 2022-115
2" or 3" Meter	Per Meter	200.00	Resolution 2022-115
4" or larger Meter	Per Meter	400.00	Resolution 2022-115
Construction Meter Deposit			
5/8", 3/4", and 1" Meter	Per Meter	300.00	Resolution 2022-052
			Resolution 2020-153
Meter Testing Fees			
Meters up to 2" in size		100.00	Resolution 2022-115
			Resolution 2022-115
Reconnection Fee **			
First time restoration		60.00	Resolution 2022-115
Subsequent restoration in a 12-month period		80.00	Resolution 2022-115
Reconnection if the water meter is removed		100.00	Resolution 2022-115
Reconnection between hours of 5:00 p.m. and 8:00 a.m.		250.00	Resolution 2022-115
Master Lock Replacement	Per Lock	15.00	Resolution 2022-115

** The City is in compliance with SB-998 Discontinuation of residential water service. If your household income is below 200%

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - effective January 1, 2024 (Continued)			
Description	**Unit**	**Rates [b]**	**Source**
Water Rates [a]			
Recycled [1]			
Recycled Water	Per CCF	$ 2.77	Resolution 2022-052
Normal Supply Voluntary Conservation			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF [1]	1.39	Resolution 2022-115
Tier II over 7 CCF	Per CCF	2.00	Resolution 2022-115
Multi-Family Residential			
Uniform	Per CCF	1.62	Resolution 2022-115
Commercial, Institutional & Public Agency			
Uniform	Per CCF	1.59	Resolution 2022-115
Irrigation			
Stage I - Voluntary 10% Water Conservation			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.58	Resolution 2022-115
Tier II over 7 CCF	Per CCF	2.19	Resolution 2022-115
Multi-Family Residential			
Uniform	Per CCF	1.81	Resolution 2022-115
Commercial, Institutional & Public Agency			
Uniform	Per CCF	1.78	Resolution 2022-115
Irrigation			
Uniform	Per CCF	1.99	Resolution 2022-115
Stage II - Voluntary/Mandatory 20% Water Conservation			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	1.81	Resolution 2022-115
Tier II over 7 CCF	Per CCF	2.42	Resolution 2022-115
Multi-Family Residential			
Uniform	Per CCF	2.04	Resolution 2022-115
Commercial, Institutional & Public Agency			
Uniform	Per CCF	2.01	Resolution 2022-115
Irrigation			
Uniform	Per CCF	2.23	Resolution 2022-115

[a] Water rates will be charged based upon the water conservation level in effect.

[b] The rates shown here are the City charges only. Non-recycled ratepayers must pay the City service charge, the City variable charges, as well as the Zone 7 fixed and variable charges.

[1] 1 CCF = 100 Cubic Feet of water or 1 "unit" of water

[2] Recycled - "Normal" recycled water rates remain in effect in all stages of conservation

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Water Rates - effective January 1, 2024 (Continued)			
Description	**Unit**	**Rates [b]**	**Source**
Water Rates [a]			
Stage III Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF [1]	$ 2.11	Resolution 2022-115
Tier II over 7 CCF	Per CCF	2.72	Resolution 2022-115
Multi-Family Residential			
Uniform	Per CCF	2.34	Resolution 2022-115
Commercial, Institutional & Public Agency			
Uniform	Per CCF	2.31	Resolution 2022-115
Irrigation			
Uniform	Per CCF	2.52	Resolution 2022-115
Stage IV - Mandatory 50% Water Conservation			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	2.51	Resolution 2022-115
Tier II over 7 CCF	Per CCF	3.12	Resolution 2022-115
Multi-Family Residential			
Uniform	Per CCF	2.74	Resolution 2022-115
Commercial, Institutional & Public Agency			
Uniform	Per CCF	2.71	Resolution 2022-115
Irrigation			
Uniform	Per CCF	2.92	Resolution 2022-115
Stage V Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	3.07	Resolution 2022-052
Tier II over 7 CCF	Per CCF	3.68	Resolution 2022-052
Multi-Family Residential			
Uniform	Per CCF	3.30	Resolution 2022-052
Non-residential			
Uniform	Per CCF	3.27	Resolution 2022-052
Irrigation			Resolution 2022-052
Uniform	Per CCF	3.48	Resolution 2022-052
Stage VI Shortage			
Single Family Residential			
Tier I 0 - 7 CCF	Per CCF	3.86	Resolution 2022-052
Tier II over 7 CCF	Per CCF	4.47	Resolution 2022-052
Multi-Family Residential			
Uniform	Per CCF	4.09	Resolution 2022-052
Non-residential			
Uniform	Per CCF	4.06	Resolution 2022-052
Irrigation			Resolution 2022-052

[a] Water rates will be charged based upon the water conservation level in effect.

[b] The rates shown here are the City charges only. Non-recycled ratepayers must pay the City service charge, the City variable charges, as well as the Zone 7 fixed and variable charges.

[1] 1 CCF = 100 Cubic Feet of water or 1 "unit" of water

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Airport Fees			
Description	**Unit**	**Fee**	**Source**
Facility			
Paved, Open Aircraft Tie-Down [1]			
0 - 3,500 pounds (Certified max. gross take-off weight)	Monthly	$ 76.00	Resolution 2022-115
3,501 - 6,250 pounds	Monthly	87.00	Resolution 2022-115
6,215 - 12,500 pounds	Monthly	105.00	Resolution 2022-115
12,501 - 25,000 pounds	Monthly	126.00	Resolution 2022-115
25,001 - 50,000 pounds	Monthly	157.00	Resolution 2022-115
50,001 pounds and above	Monthly	205.00	Resolution 2022-115
Small T-Hangar Rental	Monthly	430.00	Resolution 2022-115
Medium T- Hangar Rental	Monthly	464.00	Resolution 2022-115
Large T-Hangar Rental	Monthly	571.00	Resolution 2022-115
Hangar No. 272* Rental	Monthly	512.00	Resolution 2022-115
Hangar No. 191* Rental	Monthly	768.00	Resolution 2022-115
Rectangular Hangar (45' door) Rental [a]	Monthly	755.00	Resolution 2022-115
Rectangular Hangar (48' door) Rental [a]	Monthly	811.00	Resolution 2022-115
Executive Hangar, Small Hangar Rental** [a]	Monthly	1,836.00	Resolution 2022-115
Executive Hangar, Large Hangar Rental ** [a]	Monthly	1,998.00	Resolution 2022-115
Shelter Rental	Monthly	257.00	Resolution 2022-115
T-Combo, North (Small)	Monthly	686.00	Resolution 2022-115
T-Combo, North (Medium)	Monthly	730.00	Resolution 2022-115
T-Combo, South (Small)	Monthly	696.00	Resolution 2022-115
T-Combo, South (Medium)	Monthly	730.00	Resolution 2022-115
T-Combo, South (Large)	Monthly	866.00	Resolution 2022-115
Landing Fees: Commercial Aircraft Operations (shall include landings of all non-based general aviation aircraft that conduct air taxi, charter, or cargo operations under FAR Part 121 or Part 135) based on maximum certificated gross landing weight: [2]			
0 - 3,500 pounds	Per Landing	3.00	Resolution 2022-115
	Daily	6.00	Resolution 2022-115
	Monthly	14.00	Resolution 2022-115
3,501 - 6,250 pounds	Per Landing	6.00	Resolution 2022-115
	Daily	12.00	Resolution 2022-115
	Monthly	28.00	Resolution 2022-115
6,251 - 12,500 pounds	Per Landing	12.00	Resolution 2022-115
	Daily	24.00	Resolution 2022-115
	Monthly	56.00	Resolution 2022-115
12,501 - 25,000 pounds	Per Landing	24.00	Resolution 2022-115
	Daily	48.00	Resolution 2022-115
	Monthly	112.00	Resolution 2022-115
25,001 - 50,000 pounds	Per Landing	48.00	Resolution 2022-115
	Daily	96.00	Resolution 2022-115
	Monthly	224.00	Resolution 2022-115
50,001 pounds and above	Per Landing	96.00	Resolution 2022-115
	Daily	192.00	Resolution 2022-115
	Monthly	448.00	Resolution 2022-115

* These Hangars are odd-sized and contain additional space.

** The City may separately invoice Executive Hangar tenants with a month-to-month lease for any amount over $100 in monthly electrical charges.

(a) Except those on Med-Term with cap of 5%.

(1) Rates are reasonable and the occupancy rate is only at 11% capacity. No change from last year.

(2) Rates are reasonable; airport staff compared with rates charged by other airports. No change from last year.

LIVERMORE CALIFORNIA

MASTER FEE SCHEDULE

Airport Fees			
Description	**Unit**	**Fee**	**Source**
Transient Aircraft Parking Fees (8 to 24 hours, and any 24-hour period thereafter)			
0 - 3,500 pounds (Gross Weight) (A)		$ 6.00	Resolution 2022-115
3,501 - 6,250 pounds (A)		8.00	Resolution 2022-115
6,215 - 12,500 pounds (A)		16.00	Resolution 2022-115
12,501 - 25,000 pounds (A)		21.00	Resolution 2022-115
25,001 - 50,000 pounds (A)		32.00	Resolution 2022-115
50,001 pounds and above (designated apron only) (A)		43.00	Resolution 2022-115
Long-Term Vehicle Parking (A)	Monthly	50.00	Resolution 2022-115
Annual Commercial Aviation Permit Fee (A)	Yearly	150.00	Resolution 2022-115
Gate Card Replacement Fee (A)		20.00	Resolution 2022-115
Hangar Key Purchase - additional key (A)	Per key	5.00	Resolution 2022-115
Hangar Re-core (A)		87.00	Resolution 2022-115
Hangar Wait List Deposit for T-Hangars (A)		204.00	Resolution 2022-115
Hangar Wait List Deposit for Box Hangars (A)		365.00	Resolution 2022-115
Fuel Flowage Fees - per gallon delivered		0.11 up to 750k; 0.13 up to 900k; 0.15 above 900k	Resolution 2022-115
Commercial Filming Fees (up to 8 hours, plus $500 per hour thereafter. Staff assistance charges are separate)			
On Airport operations area (A)		2,500.00	Resolution 2022-115
On Landside public area (A)		1,000.00	Resolution 2022-115
Beyond eight (8) hours (A)	Hour	500.00	Resolution 2022-115
Filming assistance			
Airport safety staff (A)	Hour	125.00	Resolution 2022-115
Airport management staff (A)	Hour	163.00	Resolution 2022-115
Hangar Administration Fee (A)		50.00	Resolution 2022-115
Late Charges and Interest***			
Late Charges if monthly rent not paid by the 10th day of each month		5% of Monthly Rent	Resolution 2022-115
Interest on late payments	Monthly	0.5%	Resolution 2022-115

*** If all charges are not paid within 30 days from the due date, the City may terminate the lease.

(A) = Rate is fixed, not subject to annual CPI change.

LIVERMORE
CALIFORNIA

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

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Discussion and recommended approval of the Airport Leasing and Development Policy.

RECOMMENDED ACTION

The Airport Commission and staff recommend the City Council adopt a resolution approving the new Airport Leasing and Development Policy.

SUMMARY

In early 2021, the City Manager directed Airport staff to prepare a new development policy for Livermore Airport (Airport). The prior policy lacked adequate guidance for City staff to review and process proposed projects at the Airport. Since then, staff have engaged a consultant (AMCG) to prepare a new Leasing and Development Policy. This new policy provides enhanced guidance, consistent with best industry practices, for City staff to receive and review any proposed projects at the Airport.

On March 6, 2023, staff presented the draft Leasing and Development Policy to the Airport Commission for comment and review. The draft Leasing and Development Policy was then released to the public for a 45-day comment period, during which the Policy was presented to the Cities of Pleasanton and Dublin in liaison meetings. Hundreds of comments were received, documented and responded to with necessary revisions made to the draft policy; details are available on the Airport website.

The Policy returned to the Livermore Airport Commission June 5, 2023 at which time it was recommended the City Council consider and approve the Policy. Subsequently on June 6, 2023, at the request of Pleasanton, Livermore City staff attended a Pleasanton City Council meeting to receive feedback similar to previously received comments.

DISCUSSION

Development at Livermore Airport is guided by the Airport Layout Plan (ALP) which outlines the types, density and location of any development proposed at the Airport. Attached is a developable area map (Attachment 1), indicating the land available for development at the airport. Historically, the development process has been regulated by an unofficial and ineffective development policy which did not include

sufficient information or a well-defined process to allow proper review and approval of proposed development at the Airport. To address this, in early 2021 the City Manager directed staff to prepare a revised, more comprehensive development policy.

In early 2022 airport staff selected a consultant to assist in developing a comprehensive Leasing and Development Policy (Policy) to replace the previous informal Airport policy. The selected consultant, AMCG, produced a draft Policy which was reviewed by staff across the organization. At the March 6, 2023 Airport Commission meeting, the Policy was made available to the public on the Airport website for a 45-day review period, concluding April 24, 2023. During this time, the draft Policy was also presented in public forums to the Cities of Pleasanton (March 30, 2023) and Dublin (April 10, 2023).

The Policy received over 120 comments from approximately 30 community members from throughout the Tri-Valley. Comments identified several key concerns including aircraft noise, Livermore City Council Resolution 2010-058, increased public participation and transparency, and restricting growth at the airport.

The updated and revised policy was brought back to the Airport Commission on June 5, 2023. The Airport Commission recommended the policy be brought before the Livermore City Council, on June 26, 2023 for approval.

At the June 5th Airport Commission meeting, several members of the public spoke regarding their concerns. The general sense of the comments was that the revised Policy did not adequately respond to comments submitted by the public. A summary of comments received, and responses to each comment, has been prepared and posted to the Livermore Airport's website, and is attached to this staff report (Attachment 2).

In addition, Commissioners requested that a member of the Airport Commission be appointed to the Interdepartmental Review Team (IDRT). The IDRT is comprised of various city staff and is described in the Policy. The IDRT provides a formal review team to assess project proposals as the project follows the application process, Staff recommends the IDRT remain comprised of city staff members only, as the Airport Commission will have an independent opportunity to review projects as they are proposed and brought before the Commission. This approach is consistent with the City's entitlement process for other development projects.

In response to the many comments received, the draft Policy was updated by city staff. The following provides a summary of key concerns submitted by the public and the way the update to the draft Policy addresses these comments:

1) Noise – The Policy was updated to specifically indicate noise as a measure used to determine the potential impact a proposed project may have. Noise is specifically called out in Section 1.2 and 1.7.

2) Resolution 2010-058 – The Policy references Resolution 2010-058 in Sections 1.2, Section 1.4, Section 2.1, Section 2.2, Section 7.5, and includes the resolution in its entirety in Section 7: Appendix – Airport Development Priorities.

3) Environmental Review – The Policy requires the evaluation of any proposed project to be subject to CEQA and/or NEPA review, which is referenced in Section 1.8. CEQA/NEPA review would thoroughly evaluate such items as lead fuel, noise impacts, visual impacts, circulation and parking, among others,

and would also include opportunities for the public to review and comment on the analysis conducted for the project.

4) Public Input – The Policy requires any proposed project that would noticeably increase aircraft activity, vehicle traffic, noise to surrounding neighbors, and/or significantly intensify existing land use(s) to develop a Comprehensive Public Engagement Plan (PEP), which is designed to inform the public about the scale and scope of the project. The PEP is described in Section 1.7.

5) Airport Growth – The ALP is the governing document used by the Policy to comply with previously approved land uses and is referenced in Section 1.1, Section 1.6, and Section 1.8.

The revised Policy includes a much more defined process to thoroughly assess any proposed project, involves review by multiple City departments, and is consistent with other City policies.

At a City of Pleasanton City Council meeting on June 6th, Pleasanton city staff gave a brief presentation on the Policy to their city council. Several members of the public spoke against the Policy, expressing that it still did not adequately address the comments submitted. It should be noted that Pleasanton City staff indicated the revised Policy adequately addressed Pleasanton staff's concerns. The City Council also asked if Pleasanton could be represented on the Livermore Airport Commission.

Staff is recommending the City Council approve and adopt the new Leasing and Development Policy for the Livermore Airport.

FISCAL AND ADMINISTRATIVE IMPACTS

Adoption of an Airport Leasing and Development Policy is not anticipated to result in any significant effect on City revenues and expenses.

COMMUNITY PILLAR
5: A City That Works.

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

ATTACHMENTS

1. Development Analysis Land Map Version 0.3
2. Stakeholder Comment Compilation and Response-LVK 2023-06-05
3. Public Comment
4. Resolution
5. Exhibit A - Leasing and Development Policy

Prepared by: Michael Musca
Airport Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:

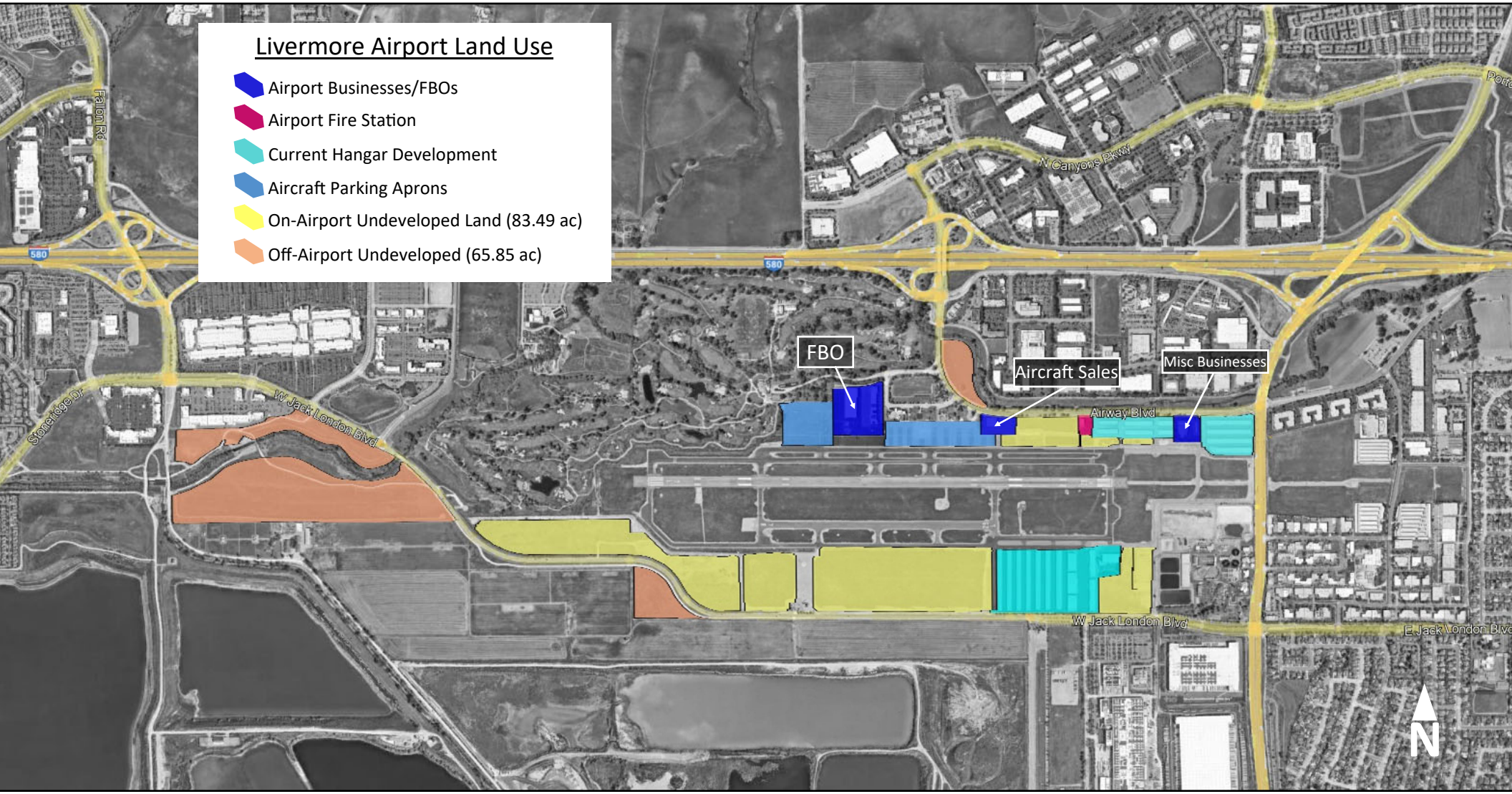


Tina Olson
Administrative Services Director

EXHIBIT "A"

ATTACHMENT 3

LIVERMORE
CALIFORNIA



Request for Proposals
Livermore Airport Development Analysis
2023

City of Livermore
680 Terminal Circle
Livermore, California 94551
(925) 960-8220

Comment Compilation and Response

City of Livermore

Livermore Municipal Airport

Leasing and Development Policy

June 5, 2023

This report conveys public/stakeholder comments and the corresponding Airport staff response regarding the draft Leasing and Development Policy (Policy) for Livermore Municipal (Airport). The City of Livermore (City) believes that the proposed Policy sets forth thoughtful and deliberate processes and procedures to evaluate, approve, or reject proposals related to the leasing and/or development (including construction, modification, and/or renovation) of aeronautical and non-aeronautical land and/or Improvements within the legal boundaries of the current Airport Layout Plan for the Airport. The proposed Policy establishes leasing protocols and requirements for attractive, high-quality, consistent, compatible, and sustainable development that protects persons and property with an over-arching goal of improving the Airport for the betterment of the City, Airport Tenants, Airport users, and the community.

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best practices while ensuring the provision of essential infrastructure, Improvements, and amenities. Additionally, the proposed Policy reflects Airport Development Priorities established by the Livermore City Council in 2010 through resolution number 2010-058. Resolution 2010-058, will be used as criteria for evaluating all proposals.

The proposed Policy is consistent with established City policies, compliant with Federal Aviation Administration (FAA) Airport Sponsor Assurances, and effectively guides the management of proposals related to the leasing and/or development of aeronautical and non-aeronautical land and/or Improvements at the Airport.

By way of background, when an airport sponsor (in this case, the City of Livermore) obtains a grant for airport improvements under the Airport Improvement Program, the airport sponsor is required to give certain assurances to the FAA known as the Airport Sponsor Assurances (currently comprised of thirty-three assurances). Airport Sponsor Assurance #22, *Economic Nondiscrimination*, states "The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport."

Federal obligations under Grant Assurance 23, *Exclusive Rights*, prohibits the City from granting an exclusive right for the use of the airport, including granting an exclusive right to any person or entity providing or intending to provide commercial aeronautical services to the public. In particular, the City may not grant a special privilege or a monopoly to an entity currently providing aeronautical services based at the Airport. The intent of this restriction is to promote aeronautical activity and protect fair competition.

Beyond being consistent with FAA policies and directives, the City believes that this Policy is consistent with best management practices. It is not the desire or the intent of the City to create an undue burden on existing or future operators/tenants, but to provide a comprehensive and deliberative process that is fair and not unjustly discriminatory.

Several documents provided the foundation for the development of this Policy including FAA Airport Sponsor Assurances, AC 150-5190-6 Exclusive Rights at Federally Obligated Airports, and Order 5190.6B Airport Compliance Manual. Interested parties are encouraged to thoroughly review and carefully consider these documents.

The draft Leasing and Development Policy was made available to the public for review and comment over a 49-day period beginning Monday, March 6, 2023 through Monday, April 24, 2023. The City requested that those participating in the review and comment provide specific reasons and alternative language and/or deletions for any proposed changes to the document.

Attached is a compilation of the comments submitted from thirty-seven (37) respondents. All comments have been reviewed and addressed in this document. Each comment is represented by a "C" and the response to the comment is represented by an "R". The numbering is utilized only as a method to identify and organize comments and responses.

Also, if a respondent has requested to delete language from the draft document, that language has been identified using ~~**strikethrough**~~ and when a respondent has requested to add language, that language has been identified using **red** highlight. Any language identified in *italics* is taken verbatim from the draft documents. It is important to note that editorial comments were accepted and made part of this report, however because of lack of specificity as to what the respondent wanted changed, they did not necessarily result in modification(s) to the document.

The City wishes to thank all stakeholders and members of the public who took the time to review the draft document and especially the individuals who provided detailed comments for consideration.

	Commenter #1
C1	**General Comment:** Please note my letter was sent directly to the following people via e-mail: Livermore City Council; Pleasanton City Council; Scott Lanphier Director of Public Works; Michael Musca, City of Livermore Airport Manager as I was not able to download it into this document. Thank you.
R1	Comment noted. No specific alternative language or deletions provided.
C2	April 17, 2023 To: Livermore City Council Livermore Airport Commission Scott Lanphier, Director of City Public Works Michael Musca, Airport Manager Re: Proposed changes to City of Livermore Airport Development Policy We are writing you because we have questions and concerns about the proposed new City of Livermore's Airport Development Policy (February 17,2023) We moved to east Pleasanton in 1992 and at the time of purchasing our house our realtor notified us about the City of Livermore's Airport. It was noted that the airport was created in 1965 as a small recreational airport for small airplanes and was not designated for any other purpose. There was little airplane traffic over our east Pleasanton neighborhood for several years. In early 2000, landing and take-off pattern changes were made at the airport which directly impacted east Pleasanton including homes and schools. At the time, we voiced our concerns without success. Today, we regularly have small jets flying over our neighborhood in both take- off and landing maneuvers. We regularly report those planes operating outside approved business hours. Our concern is for the safety of our neighborhood, including the impacts of noise, air pollution and possible accidents. After the public outcry of possibly expanding the airport with a Kaiser Air contract, we appreciated your desire to re-evaluate and update the airport's policies and procedures. However, as we read the proposed new, City of Livermore Leasing and Development Policy for the airport, we are disappointed in the recommendations.
R2	Comment noted. No specific alternative language or deletions provided.
C3	• The proposed policy includes an objective on Social factors -"To maintain and enhance a compatible relationship between the airport and the surrounding community". There are no clear action steps/definitions on what this means… what level of noise is agreed upon, hours of operations, definition of air pollution standards, definition of community, opportunity for community input.
R3	See R4 and R5.
C4	• There is no reference in this document about public input and review of the proposed changes. After the outcry about Kaiser Air expansion, we are shocked that there was no interest to include public participation in the development of the proposed policy and on-going changes at the airport.
R4	To address the question regarding public involvement a new section has been added to the document as follows: **Section 1.7 Public Engagement Requirements** **An entity proposing to develop a project that would significantly increase aircraft activity, vehicle traffic, and/or significantly intensify existing land use(s), will be required to develop a comprehensive public engagement plan (PEP) designed to inform the public as to the scope and scale of the proposed project. The PEP is subject to review and approval by the City. The requirement to develop a PEP is at the sole discretion of the City.**

C5	• Noise policies are ignored in the document, although new policies and guidelines are detailed on things like size of buildings, landscaping, flag poles, lighting, setbacks, vehicle parking, hangar assignments, etc. Why weren't noise policies created/included?
R5	Airport noise management policies are described and conveyed to aircraft operators through the Airport's website under the heading *Noise Reduction Efforts through Pilot Education and Cooperation*. The *Livermore Pilot Information Guide* provides detailed recommended noise reduction procedures to mitigate impacts on the surrounding community. Airport staff also conducts aggressive outreach efforts to aircraft operators, based tenants, and commercial aeronautical service providers on the principles of the Airport's noise abatement program with the overarching goal of reducing overall noise impacts. The federal government has established a regulatory framework that preempts local governments from unilaterally establishing mandatory aircraft noise abatement procedures and maximum allowable noise limits. Congress enacted the Airport Noise and Capacity Act (ANCA; P.L. 101-508) in 1990 during a time when community noise concerns led to uncoordinated and inconsistent restrictions on aviation that impeded the nation's airport system. ANCA called for the establishment of a national aviation noise policy. The law increased FAA's authority over noise matters and authorized ANCA and its resulting regulations (14 C.F.R. Part 161) and imposed stringent requirements on airports seeking to implement certain types of noise rules or restrictions, including night curfews, caps on maximum noise levels, numbers of aircraft operations, and noise-based fees. 14 C.F.R. Part 161 is a long and expensive process usually costing millions of dollars with a limited probability of success of being successfully completed and approved by the FAA. Since ANCA's inception, only a handful of airports have successfully completed implementation of noise-based restrictions developed under 14 C.F.R Part 161. Therefore, the City is preempted by federal law from unilaterally establishing restrictions on existing or proposed commercial/non-commercial aeronautical operators based upon existing or potential noise impacts from aircraft operations unless it successfully completes a 14 C.F.R. Part 161 process.
C6	• City of Livermore is part of the Tri-Valley and this document makes no mention of trying to communicate and/or work with the Cities of Dublin and Pleasanton officials to maintain a healthy and prosperous valley. Will this occur?
R6	Comment noted. No specific alternative language or deletions provided.
C7	• The City of Livermore in past policy (Resolution NO. 2010-058), states the existing demand to increase/change at the airport must have tangible evidence. The new policy states that changes can be made any time by anybody and in fact the proposed contractor can create the demand (Unsolicited Interest) is the term used in the proposal.
R7	Section 1.2. references resolution 2010-058 and is attached to the document as Appendix 7.3. The salient language is as follows: **..***resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development…* To further empathize the importance of resolution 2010-058, the following language has been inserted into *Section 1.4. Compliance* as follows: *Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy*, **Resolution 2010-058,** *and…*
C8	We are so disappointed in this proposed leasing and development policy and hope that additional time can be included to truly look at and include clear definition and standards for social and community needs so that everyone can be satisfied and keep the Tri-Valley a very desirable place to live. Sincerely,
R8	Comment noted. No specific alternative language or deletions provided.
	Commenter #2
C9	It seems all the complaints about the noise have been totally ignored. Pilots do not follow suggested flight paths. Any additional airport activity will not be neighborhood friendly and legally opposed..
R9	Comment noted. No specific alternative language or deletions provided.
C10	more open hearings about public opinion is needed
R10	Comment noted. No specific alternative language or deletions provided.

	Commenter #3
C11	1) I am concerned and feel that All information must be provided publicly without NDN confidential at all stages except for any financial information
R11	The Airport will engage in a transparent development process and will conduct outreach with the public throughout various phases of a particular project. The Airport Manager may recommend that the City enter into NDA agreements from time to time, in coordination with the City Manager's Office and other City departments. This decision will depend on the particular facts of a proposed project, which will vary with each project submittal to the Airport pursuant to the Development Policy.
C12	2) Public notification/comment and airing if any proposals must happen Immediately.
R12	See R4.
	Commenter #4
C13	General Comment: What are the noise limits for aircrafts operating within this airport and how would these noise limits be monitored and enforced?
R13	See R5 Comment noted. No specific alternative language or deletions provided.
	Commenter #5
C14	Honestly, I do not have the time to read and understand this draft I just want to go on record to say that I STRONGLY OPPOSE and expansion of the Livermore airport or any development not supporting it's current configuration, use, or capacity. LVK Is a small airport and should not be turned in to a larger, high volume airport. The current small planes are great, larger planes should not be allowed. Please consider the Livermore residents and do not negatively impact our quality of life. I do like the idea of offering an airplane mechanic course and partnering with las Positas College. Excellent idea,
R14	Comment noted. No specific alternative language or deletions provided.
	Commenter #6
C15	Section #2.9 Page # 7 Comment: Section 2.1 says that the City has the right to reject, without cause, any submittal. Fantastic! I loudly applaud this. However, Section 2.9 goes on to list the possible reasons for rejection. I suggest adding a preamble to 2.9 repeating that the City may reject without cause, but that the section contains a partial list of possible reasons. This disparity certainly requires clarification in Section 2.9 restating that the list need not be all-inclusive because the City can reject without cause.
R15	Grant Assurance 22, *Economic Nondiscrimination*, requires the City to make its aeronautical facilities available to the public and its tenants on terms that are reasonable and without unjust discrimination. This federal obligation involves several distinct requirements. First, the City must make the airport and its facilities available for public use. Next, the City must ensure that the terms imposed on aeronautical users of the Airport, including rates and charges, are reasonable for the facilities and services provided. Finally the terms must be applied without unjust discrimination. The prohibition on unjust discrimination extends to types, kinds and classes of aeronautical activities, as well as individual members of a class of operator. Within the forgoing context, the City will add the following language to Section 2.9.: *The City at its sole discretion may reject any proposal or application in conformance* **with Legal Requirements including, but not limited to**, ~~**for**~~ *any one or more of the following reasons…*

C16	Section # All Page #All Comment: I do not see limitations on the size of operations or the possible combining of leases/developments that could turn small accepted projects into ones that wouldn't have been accepted in total. This seems to be a huge loophole that could be used to the detriment of LVK, Livermore and its residents
R16	Grant Assurance 22, Economic Nondiscrimination, requires the City to make its aeronautical facilities available to the public and its tenants on terms that are reasonable and without unjust discrimination. This federal obligation involves several distinct requirements. First, the City must make the airport and its facilities available for public use. Next, the City must ensure that the terms imposed on aeronautical users of the Airport, including rates and charges, are reasonable for the facilities and services provided. Finally the terms must be applied without unjust discrimination. The prohibition on unjust discrimination extends to types, kinds and classes of aeronautical activities, as well as individual members of a class of operator. Comment noted. No specific alternative language or deletions provided.
	Commenter #7
C17	No development. Let's have plenty of people filing lawsuits to bury anymore rubbish about expansion of traffic at the Livermore Airport.
R17	Comment noted. No specific alternative language or deletions provided.
	Commenter #8
C18	There are some major concerns - No mention of noise mitigation plans. Airport is not living up to promises made for past 3 years. Airport liaison meetings has no public involvement and doesn't not happen as frequently as it's supposed to Planes continue to fly over noise sensitive areas at low altitude Curfew violations continue to occur While all these are going on this document is contradictory to the 2010 resolution of no more expansion and now the city is taking over decisions. When Kaiser project was going on the mayor claimed he had no control. Now it seems opposite. Public is not being involved in any decisions. A proper way is to make this in a true democratic fashion. Put it to vote and let people decide what they want. People should also be involved from the start, not at the very end with limited time. A handful of people are having a huge impact on not just citizens of Livermore but also Pleasanton. The overall process is not transparent. With so many airports nearby there is no need to further develop the airport here Development and this vague policy will open the doors for future FBOs and possible Amazon cargo flights because of the new warehouse. Please save trivalley and work with your citizens to make it livable for all.
R18	See R16 Comment noted. No specific alternative language or deletions provided.
	Commenter #9
C19	Section # 2.1 Page #3-4 Comment: Fails to provide an open and transparent process for RFP/RFI/RFQ. Fails to require ANY public involvement. How will the public be notified and informed about proposals? Where? When? How will the public provide feedback? This Policy says nothing about this. In fact this Policy would be fine with a new development that the public never even got told about. Think about it: a major development that impacts the public every day: this Policy would let that get approved with zero public input, without even letting the public know. This Policy has no problem with that. This is unacceptable. The public should be notified at every stage of the process (Interest, MOU, Concept Plan, etc.). The Public should be able to provide feedback. An acceptable policy would specify that.
R19	See R4.

C20	Section # 2.1 Page #3-4 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "Future development at the airport shall ONLY occur in response to EXISTING AVIATION DEMAND. Whether demand exists shall be evaluated by the airport advisory commission and shall be based on TANGIBLE EVIDENCE." The Policy overrides the City resolution, erases it, rewrites it. This is completely unacceptable.
R20	See R7 Comment noted. No specific alternative language or deletions provided.
C21	Section # 2.1 Page #3-4 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "Redevelopment at the airport shall ONLY occur if the Airport Advisory Commission determines that the existing facilities are in NEED of SIGNIFICANT rehabilitation, improvement, or replacement." (emphasis mine) This Policy ignores the City resolution. There is not one word about this in this Policy. This is unacceptable.
R21	See R7 Comment noted. No specific alternative language or deletions provided.
C22	Section # 2.9 Page #7 Comment: Fails to specify noise impacts. Noise impacts get zero consideration in this Policy. This is unacceptable. In fact this is shocking. This Policy spells out 15 different grounds for rejecting an application or proposal. 15 different grounds, yet NOT ONE of them concerns noise impacts.
R22	See R5 Comment noted. No specific alternative language or deletions provided.
C23	Section # 3.2 Page #9 Comment: Fails to even mention a major environmental quality issue: noise. This Policy does not specify a single means or requirement or standard about this impact. Nothing. This is unacceptable.
R23	See R5 Comment noted. No specific alternative language or deletions provided.
C24	Section # 3.3 Page #9 Comment: Fails to specify ANY policy regarding noise. This section features much discussion of not "overburdening the land" and providing the "highest and best use". Yet not one word on noise impacts. Think about it: is ramping up the noise that hundreds of thousands of residents experience every day, the "highest and best use"? Yet this section does not even mention noise impacts. There's nothing on total noise, nothing on trends, nothing on single noise events, nothing on adhering to the night time curfew. This is unacceptable.
R24	See R5 Comment noted. No specific alternative language or deletions provided.
C25	Section # 1.1 through 6.9 Page #1 through 23 Comment: Fails to say a thing about noise impacts. Nothing on increased air traffic, larger or noisier planes. Nothing on more planes at lower altitudes, or more takeoffs and landings. Nothing on flight paths over residential areas. Nothing whatsoever. But airport development could affect any and all of these. For instance: a development that adds 150 flights a day of screaming loud luxury jets flying low over neighborhoods, this Policy doesn't have one word to say about that. This Policy literally has more to say about garbage can lids (they must be securely fastened) than about an issue that impacts quality of life of over 100,000 people every day. This is unacceptable. This is shocking.
R25	See R5 Comment noted. No specific alternative language or deletions provided.

C26	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to provide any requirement for tenants or users to mitigate noise. For instance: mandatory yearly noise and flight path training for all FBOs, their leases, and occupants For instance: signing of a "pledge" to comply with flight path guidelines There is nothing on this. This is unacceptable. Sections 1.1 through 6.10
R26	See R5 Comment noted. No specific alternative language or deletions provided.
C27	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "Shall take NO action to SOLICIT OR ENCOURAGE DEVELOPMENT of a large scale, stand-alone air cargo operator at the Livermore Airport." (emphasis mine) Not one word on this in the entire Policy. This is unacceptable.
R27	See R7 Comment noted. No specific alternative language or deletions provided.
C28	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "The City does not intend to extend the existing runways." There is nothing in the Airport Development Policy about this. Never even mentioned. This is unacceptable.
R28	See R7 Comment noted. No specific alternative language or deletions provided.
C29	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "The city will AGGRESSIVELY FOSTER the REDUCTION of aircraft NOISE" (emphasis mine) There is nothing in the Airport Development Policy about this. Nothing. How will review of development proposals evaluate noise impacts? What are the standards, the requirements, the goals? The Airport Development Policy doesn't have a single word about this. Not. One. Word. A new development could ramp up noise WITHOUT LIMIT, according to this Policy. This is unacceptable. This is complete and utter disregard for the City and the public.
R29	See R5 Comment noted. No specific alternative language or deletions provided.
	Commenter #10
C30	General comment: It is my opinion and many others that the city of Livermore, the airport management and several of the pilots housing their aircraft at Livermore airport LVK I've been nothing short of negligent in allowing excessive noise by particular pilots and aircraft over the course of more than 23 years. They always shirk their responsibilities of being good neighbors and considerate aircraft enthusiasts by continuously circling over the homes in the Somerset and surrounding neighborhoods at excessive throttle levels. I have contacted the tower, the airport manager, the airport assistant manager, and the pilots directly as well as the city manager's office, and spoke to the city council about dealing with just a few unruly and thrill seeking pilots that have found a safe haven at LVK. Since the justified complaints have gone unmitigated, it is my opinion that the city should not have the option of expanding the airport until they do a much improved job of modifying these particular pilots and their planes flying habits. It is unacceptable for the city and airport management to ignore such a ongoing problem. If you can't control just a handful of errant pilots. Then you are not qualified to do improvements at the airport without disrupting even more people's lives. You should know without being better stewards of the airport noise problem, you will face a tidal wave of resistance of which I will be one. You all should be ashamed of yourselves. The reason is simple. Mitigating this problem is not complicated. All one would have to do is have the airport manager go and talk to these pilots and it's easy to find them, as currently they are the ones that are flying the Pitts Special Biplanes. This casual encounter might include suggesting that they use the shorter runway which they are ideally suited for since they only need a short distance for takeoff and landing. This would force them to circle out over the gravel pitch rather than over our homes. Why is that so hard? It's not!
R30	See R5 Comment noted. No specific alternative language or deletions provided.

	Commenter #11
C31	Section # 1 through 7 Page #1 through 35 Comment: Nowhere in the document is the word "noise" mentioned. There should be mention of noise and noise abatement/enforcement in the application, leasing, design, development and compliance areas.
R31	See R5 Comment noted. No specific alternative language or deletions provided.
C32	Section # 2 Page #3 Comment: The City Initiative: (where the city can put out an RFI/RFP/RFQ) is worded whenever there is "land/improvement available" – this is in direct contradiction to the 2010 City resolution that explicitly indicates only when "existing demand" with "tangible evidence." (The City cannot create demand! It should be noted that it is the Airport Advisory Commission that creates the demand. How does this impact the 2010 resolution? i.e., large planes such as Amazon cargo? or a Jet port for Fixed Based Operators? City Initiative MUST adhere to and enforce the review/notification by the City manager, Airport commission, City staff, etc. Public must continue to be kept in the loop; i.e., informed: of when/IF public notification/comment will happen, that is no potential for agreements being signed in secret or not made public until late in the process. Public should be notified at every stage of the process (Interest, MOU, Concept Plan, etc.) and be able to provide feedback. All information must be provided publicly without NDA/confidential agreements at all stages. Financial information could be non-disclosed.
R32	See R4 and R7. Comment noted. No specific alternative language or deletions provided.
C33	Section # 2.1 Page #3 Comment: Attributing the City with powers of "sole discretion" concern me. Sounds like secret meetings, etc.
R33	Comment noted. No specific alternative language or deletions provided.
	Commenter #12
C34	Section # 2.1 Page #3-4 Comment: Fails to provide an open and transparent process for RFP/RFI/RFQ. Fails to require ANY public involvement. How will the public be notified and informed about proposals? Where? When? How will the public provide feedback? This Policy says nothing about this. In fact this Policy would be fine with a new development that the public never even got told about. Think about it: a major development that impacts the public every day: this Policy would let that get approved with zero public input, without even letting the public know. This Policy has no problem with that. This is unacceptable. The public should be notified at every stage of the process (Interest, MOU, Concept Plan, etc.). The Public should be able to provide feedback. An acceptable policy would specify that.
R34	See R4 Comment noted. No specific alternative language or deletions provided.
C35	Section # 2.1 Page #3-4 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "Future development at the airport shall ONLY occur in response to EXISTING AVIATION DEMAND. Whether demand exists shall be evaluated by the airport advisory commission and shall be based on TANGIBLE EVIDENCE. The Policy overrides the City resolution, erases it, rewrites it. This is completely unacceptable.
R35	See R7 Comment noted. No specific alternative language or deletions provided.

C36	Section # 2.1 Page #3-4 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 Redevelopment at the airport shall ONLY occur if the Airport Advisory Commission determines that the existing facilities are in NEED of SIGNIFICANT rehabilitation, improvement, or replacement." (emphasis mine) This Policy ignores the City resolution. There is not one word about this in this Policy. This is unacceptable.
R36	See R7 Comment noted. No specific alternative language or deletions provided.
C37	Section # 2.9 Page #7 Comment: Fails to specify noise impacts. Noise impacts get zero consideration in this Policy. This is unacceptable. In fact this is shocking. This Policy spells out 15 different grounds for rejecting an application or proposal. 15 different grounds, yet NOT ONE of them concerns noise impacts.
R37	See R5 Comment noted. No specific alternative language or deletions provided.
C38	Section # 3.2 Page #9 Comment: Fails to even mention a major environmental quality issue: noise. This Policy does not specify a single means or requirement or standard about this impact. Nothing. This is unacceptable.
R38	See R5 Comment noted. No specific alternative language or deletions provided.
C39	Section # 3.3 Page #9 Comment: Fails to specify ANY policy regarding noise. This section features much discussion of not "overburdening the land" and providing the "highest and best use". Yet not one word on noise impacts. Think about it: is ramping up the noise that hundreds of thousands of residents experience every day, the "highest and best use"? Yet this section does not even mention noise impacts. There's nothing on total noise, nothing on trends, nothing on single noise events, nothing on adhering to the night time curfew. This is unacceptable.
R39	R5 Comment noted. No specific alternative language or deletions provided.
C40	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to say a thing about noise impacts. Nothing on increased air traffic, larger or noisier planes. Nothing on more planes at lower altitudes, or more takeoffs and landings. Nothing on flight paths over residential areas. Nothing whatsoever. But airport development could affect any and all of these. For instance: a development that adds 150 flights a day of screaming loud luxury jets flying low over neighborhoods, this Policy doesn't have one word to say about that. This Policy literally has more to say about garbage can lids (they must be securely fastened) than about an issue that impacts quality of life of over 100,000 people every day. This is unacceptable. This is shocking.
R40	See R5 Comment noted. No specific alternative language or deletions provided.
C41	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to provide any requirement for tenants or users to mitigate noise For instance: mandatory yearly noise and flight path training for all FBOs, their leases, and occupants For instance: signing of a "pledge" to comply with flight path guidelines There is nothing on this. This is unacceptable.

R41	See R5 Comment noted. No specific alternative language or deletions provided.
C42	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "Shall take NO action to SOLICIT OR ENCOURAGE DEVELOPMENT of a large scale, stand-alone air cargo operator at the Livermore Airport." Not one word on this in the entire Policy. This is unacceptable.
R42	See R7 Comment noted. No specific alternative language or deletions provided.
C43	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 “The City does not intend to extend the existing runways.” There is nothing in the Airport Development Policy about this. Never even mentioned. This is unacceptable.
R43	See R7 Comment noted. No specific alternative language or deletions provided.
C44	Section # 1.1 through 6.10 Page #1 through 23 Comment: Fails to implement the Livermore City Council Resolution of March 23, 2010 "The city will AGGRESSIVELY FOSTER the REDUCTION of aircraft NOISE" (emphasis mine) There is nothing in the Airport Development Policy about this. Nothing. How will review of development proposals evaluate noise impacts? What are the standards, the requirements, the goals? The Airport Development Policy doesn't have a single word about this. Not. One. Word. A new development could ramp up noise WITHOUT LIMIT, according to this Policy. This is unacceptable. This is complete and utter disregard for the City and the public.
R44	See R7 Comment noted. No specific alternative language or deletions provided.
	Commenter #13
C45	Section # 2.1 Comment: Unsolicited Interest • Issue: Must not be under NDA as that removes all transparency. • Information Secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information
R45	See R11

C46	City Initiative • This is most worrisome - the city can decide that it wants to put out an RFP/RFI/RFQ without consent from the Airport commission, City council, or any public hearings for anything i.e. pretty much anything that Livermore Airport Staff want to do. I talks about making arrangements without having the airport staff, airport commission, other city officials -- this is absolutely should not be allowed! • For example, agreements MOU that could be agreed to with just council and omitting many of the other participants could be" • Cargo base for companies like Amazon • FBO with major jet operations (i.e., 737 maintenance, or major jet port hangers and FBO Is this correct? • The City Initiative process should clearly state and reference the 2010 Livermore Resolution which indicates the terms for the initiative: • "Future development at the airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the airport advisory commission and shall be based on tangible evidence…." • "Redevelopment at the airport shall only occur if the Airport Advisory Commission determines that the existing facilities are in need of significant rehabilitation, improvement, or replacement" • A City Initiative should NOT be (as in the draft document) - "if Airport land/ improvements exist or become available"
R46	See R7 Comment noted. No specific alternative language or deletions provided.
C47	• Information secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information
R47	See R11
C48	ALL Sections: Overall Public Notification and Feedback on any proposal (applies to all sections) ISSUE: Lack of any Public notification and feedback at any stage is not explicitly indicated in the document • For example, during and after the interest or MOU has been negotiated and signed by the City and Applicant • There is no public notification/comment of this happening • After the MOU is signed, the Concept Plan is sent to the City – there is no public notification or comment period on this concept plan • The public should be notified and have provision for review/feedback at every step: • Upon unsolicited interest • Prior to MOU approval • Prior to Concept Plan approval • At application submission time • Prior to application approval time • The onus of notification should fall on the applicant (mailers to airport surrounding community). Putting the draft on airports website cannot be considered as public notification as one can't expect people to go and keep checking airports website each week.
R48	See R4 Comment noted. No specific alternative language or deletions provided.
C49	Section 3.2 Environmental Quality • ISSUE: There is no mention of Noise which is the major environmental quality issue facing the valley with the airport • Noise is a major environmental factor and the fact that this is not here? Very concerns that the airport is not taking this seriously -- this is a serious omission
R49	See R5 Comment noted. No specific alternative language or deletions provided.

C50	Section 3.3 Provision of Necessary Airport Land and/or improvements • This section introduces a number of NEW policies regarding land and improvements • ISSUE: Does not have any policy regarding noise (including single noise events), adhering to the nighttime curfew, etc. • If NEW policies are being added (which they are in this section), then new policies can be added regarding noise, curfew violations, etc. For example: Mandatory yearly noise/flight pattern training for all companies and their leases Written pledges from all leases to abide on the noise, traffic pattern, voluntary curfews Policy after 2 infractions, that FBO and leases will have a personal meeting with the Mayor and discuss how they will be better citizens. Yes, this is extreme -- so far the airport doesn't seem to have taken any steps for repeat offenders?
R50	See R5 Comment noted. No specific alternative language or deletions provided.
	Commenter #14
C51	Following are comments I wish to have submitted on the airport development draft. Most of the issues I have could be addressed by clarification of or addition to the 2010 policy because any detailed planning has to flow from the policy. These are my major concerns:
R51	Comment noted. No specific alternative language or deletions provided.
C52	—the policy should rule out dealing with single interested developers who approach the airport. If the Airport Planning Commission recommends development, it should not be in response to a single company like Kaiser. Rather, it should stem from the Commission's assessment of needs; an RFP should be called for; and a number of proposals should be considered. Overall, I get the impression that Kaiser bought the politicians. True or not, that's what some people think.
R52	See R15
C53	—the policy on noise needs significant beefing up and specificity. I understand that the overall cost of noise reduction in Learjets is significantly higher than paying fines indefinitely. This is unacceptable. Also, one way of dealing with annoying noise in the community is to require 24/7 airport staffing: put the cost in the rents and landing fees and give the citizens a credible outlet for night flight complaints—which are many.
R53	See R5 Comment noted. No specific alternative language or deletions provided.
C54	—the policy on noise needs significant beefing up and specificity. I understand that the overall cost of noise reduction in Learjets is significantly higher than paying fines indefinitely. This is unacceptable. Also, one way of dealing with annoying noise in the community is to require 24/7 airport staffing: put the cost in the rents and landing fees and give the citizens a credible outlet for night flight complaints—which are many.
R54	See R5
C55	—the "appropriate use" of the airport is too broadly defined. I bet quite a few of the past developments benefited other areas beyond the Tri-Valley area. What happens when Tracy industries come wanting to use the airport? The desires of the community's resident in the Tri-Valley should weigh in strongly here, as these are the people who will have to live with whatever the airport does.
R55	Comment noted. No specific alternative language or deletions provided.
C56	Overall, the past actions at the airport indicate that there is little agreement on what the airport is for. I doubt residents have a problem with Tri-Valley residents flying and parking their small planes. But the past couple of decades have required frequent large-scale resistance to one or another of the airport's/City Council's ideas. I am tired of it; others are too. We spend more time on airport issues than anything else the local politicians do. There is something wrong here, and blaming FAA rules just won't do. When, in 2010, the City of Livermore adopted a policy statement that the City does not intend to extend the runways (to accommodate larger planes), many of us read that as weasel-wording rather than a firm statement that residents can rely on. The new airport management has a massive job to do in rebuilding confidence with the locals. Too much secrecy leads to accusations of greed. Much more transparency is required, or we will stay in the place we have been for a long time.
R56	See R7

	Commenter #15
C57	Section #2.1 Page # 3-4 Comment: OMISSION Does not include requirements for Public Participation to ensure open and transparent processes and procedures. E.g.: public notice, public meetings, requests for public comments, with reasonable timelines, additional public review cycles. ADD Requirements for an open and transparent process for RFP/RFI/RFQ. Requirements for public participation. Requirements for public notification Requirements for public comment and feedback. Requirements for additional public review cycles.
R57	See R4 Comment noted. No specific alternative language or deletions provided.
C58	Section #2.1 Page # 3-4 Comment: OMISSION Does not include a clear statement of the airport development guidelines as defined in the Livermore City Council Resolution 2010-058. The global reference to Appx B and Resolution 2010-058 is inadequate and creates ambiguity. ADD Call out the Specific Requirements as per Resolution 2010-058: Future airport development only in response to existing demand. Future airport development only in cases where existing facilities are in need. Do not extend runways. Do not solicit or encourage development of large scale, stand-alone cargo operations at Livermore airport.
R58	See R7 Comment noted. No specific alternative language or deletions provided.
C59	Section #2.4 Page # 5-7 Comment: OMISSION Does not include requirements for Public Participation to ensure open and transparent processes and procedures. E.g.: public notice, public meetings, requests for public comments, with reasonable timelines. ADD Requirements for an open and transparent process for RFP/RFI/RFQ. Requirements for public participation. Requirements for public notification Requirements for public comment and feedback. Requirements for additional public review cycles.
R59	See R7
C60	Section # 2.9 Page # 7 Comment: OMISSION Fails to explicitly state a basis of rejection includes the project will increase the noise impacts to surrounding communities, in compliance with Livermore City Council Resolution 2010-058. Project cannot be the cause of increased aircraft noise impacts to surrounding communities (Tri-Valley Cities). ADD Call out the Specific Requirements as per Resolution 2010-058: The City will aggressively foster the reduction of aircraft noise efforts, including during night hours (but not limited to). City will participate in federal lobbying efforts to legislate phase-out of noise-producing jets.
R60	See R5, R7 Comment noted. No specific alternative language or deletions provided.
C61	Section # 2.9 Page # 7 Comment: OMISSION Fails to explicitly state a basis of rejection includes the project will increase the noise impacts to surrounding communities, in compliance with Livermore City Council Resolution 2010-058. Project cannot be the cause of increased aircraft noise impacts to surrounding communities (Tri-Valley Cities). ADD Call out the Specific Requirements as per Resolution 2010-058: The City will aggressively foster the reduction of aircraft noise efforts, including during night hours (but not limited to). City will participate in federal lobbying efforts to legislate phase-out of noise-producing jets.
R61	See R5 and R7 Comment noted. No specific alternative language or deletions provided.

C62	Section # 3.2 Page # 9 Comment: OMISSION Fails to specify City shall not permit development or land use that will increase the noise impacts to surrounding communities, in compliance with Livermore City Council Resolution 2010-058. Project cannot be the cause of increased aircraft noise impacts to surrounding communities (Tri-Valley Cities) ADD Explicit statement to include: City shall not permit development or land use that increases noise impacts to surrounding communities (Tri-Valley Cities).
R62	See R5 and R7
C63	Section # 3.3 Page # 9 Comment: OMISSION Statement that projects resulting in the increased noise impacts to surrounding communities is not permitted (Tri-Valley Cities) MISSING Explicit statement to include: City encourages development that does not result in increased noise impacts to surrounding communities (Tri-Valley Cities).
R63	See R5 and R7
C64	Section # 5.1 Page # 19 Comment: OMISSION Expected noise impacts to surrounding communities (Tri-Valley Cities). MISSING Explicit statement to include: Concept Plan shall include information about the expected noise impacts to surrounding communities (Tri-Valley Cities) and the plans to mitigate noise impacts.
R64	See R5 and R7
C65	Section # 5.2 Page # 19 Comment: OMISSION Plans to ensure that the project does not increase noise impacts to surrounding communities (Tri-Valley Cities). ADD Explicit statement to include: Development Plan shall identify complete set of plans to ensure project does not cause increased noise impacts to surrounding communities (Tri-Valley Cities) and the plans to mitigate noise impacts.
R65	See R5 and R7
C66	Section # 7.4 Page # 30-33 Comment: OMISSION Does not include requirements for Public Participation to ensure open and transparent processes and procedures. E.g.: public notice, public meetings, requests for public comments, with reasonable timelines, additional public review cycles. ADD Incorporate Public Participation milestones into flowcharts (Unsolicited Interest, City Initiative, MOU/Agreement Process): Requirements for public participation. Requirements for public notification Requirements for public comment and feedback. Requirements for additional public review cycles.
R66	See R4
	Commenter #16
C67	Comment: Noise in California Ranch community we live very close. Since 2000 with mayor James we have request to place reduce noise at the Airport. Also stop flying in at 9pm period.
R67	See R5 Comment noted. No specific alternative language or deletions provided.
C68	Comment: If an accident occurred with airplane or biplane who land in Isabel Av. What solution the city has to avoid tragedies. Also make sure do not land in our home
R68	Comment noted. No specific alternative language or deletions provided.

	Commenter #17
C69	Appendix # 7.4 Page # 30 Comment: A FLAW OF THE RECENT KAISER APPLICATION STRONGLY OPPOSED BY RESIDENTS IS REPEATED IN THIS POLICY DOCUMENT. Until the application is far down the flowchart and presented to the airport commission, there is no requirement for review or input from persons required to be LIVERMORE RESIDENTS.
R69	Appendix 7.4 has been expanded to include Airport Commission participation following submission of an Application (under the Unsolicited Interest process) as well as prior to issuing an RFQ/RFP (under the City Initiative process).
C70	Appendix # 7.4 Page # 30 Comment: ADD an additional task Process between the "Start" bubble and "Interested party initial meeting with IDSRT" as follows: "While in compliance with Brown Act, Interested party meets individually with Airport Commission members, willing to sign NDA if needed, for the purpose of informal presentation and to receive feedback regarding the proposed application prior to IDSRT submittal"
R70	See R69.
C71	THIS WEBSITE FORM Comment This website requires at least the input of City and County - Yet there is no input fields for that. There is only an input for "Country"
R71	Comment noted. No specific alternative language or deletions provided.
C72	THIS WEBSITE FORM Comment Once you hit "Review" there is no visible "Edit", or "Go Back" button to make the changes it requires
R72	Comment noted. No specific alternative language or deletions provided.
	Commenter #18
C73	Section # 1.2 Page # 1 Comment: I have concerns regarding the Livermore Airport New Development Plan Proposal. Please advise where these issues are addressed in your Airport New Development Plan Proposal. The big issues:
R73	Comment noted. No specific alternative language or deletions provided.
C74	(a) Noise impacts are ignored in the documents; why aren't noise policies mentioned?
R74	See R5 Comment noted. No specific alternative language or deletions provided.
C75	(b) It appears the City can issue an RFI/RFP/RFQ whenever there is "land/improvement available" even without existing demand with tangible evidence (in contradiction to the 2010 City resolution).
R75	See R7 Comment noted. No specific alternative language or deletions provided.
C76	(c) I don't see it mentioned when/if public notification/comment will happen (when developments are proposed). The public needs to be made aware of proposals that impact them and their daily lives.
R76	See R4 Comment noted. No specific alternative language or deletions provided.
C77	(d) It appears there's an ability for city council to bypass city manager, airport commission, airport management and sign a deal for expansion (looking at current proposed wording). Full disclosure and transparency are important.
R77	See R69

	Commenter #19
C78	Section # 2.1 Page # Comment: Unsolicited Interest Issue: Must not be under NDA as that removes all transparency. Information Secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information City Initiative This is most worrisome - the city can decide that it wants to put out an RFP/RFI/RFQ without consent from the Airport commission, City council, or any public hearings for anything i.e. pretty much anything that Livermore Airport Staff want to do) For example: Cargo base for companies like Amazon FBO with major jet operations (i.e., 737 maintenance, or major jet port hangers and FBO) Expand runways The City Initiative process should clearly state and reference the 2010 Livermore Resolution which indicates the terms for the initiative: "Future development at the airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the airport advisory commission and shall be based on tangible evidence…." "Redevelopment at the airport shall only occur if the Airport Advisory Commission determines that the existing facilities are in need of significant rehabilitation, improvement, or replacement" A City Initiative should NOT be (as in the draft document) - "if Airport land/ improvements exist or become available" Information secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information
R78	See R11
C79	Section # 3.2 Page # Comment: ISSUE: There is no mention of Noise which is the major environmental quality issue facing the valley with the airport
R79	See R5 Comment noted. No specific alternative language or deletions provided.
C80	Section # 3.3 Page # Comment: This section introduces a number of NEW policies regarding land and improvements ISSUE: Does not have any policy regarding noise (including single noise events), adhering to the night time curfew, etc. Since new policies are possible (as indicated in this section), recommend the following policies: Mandatory yearly noise and flight path training for all FBOs, their leases, and occupants Signing of a "pledge" towards these noise / flight path guidelines
R80	See R5 Comment noted. No specific alternative language or deletions provided.
	Commenter #20
C81	Section # 2.1 Page # Comment: Unsolicited Interest Issue: Must not be under NDA as that removes all transparency. Information Secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information City Initiative This is most worrisome - the city can decide that it wants to put out an RFP/RFI/RFQ without consent from the Airport commission, City council, or any public hearings for anything i.e. pretty much anything that Livermore Airport Staff want to do) For example: Cargo base for companies like Amazon FBO with major jet operations (i.e., 737 maintenance, or major jet port hangers and FBO) Expand runways
R81	See R11

C82	Section # 2.1 Page # Comment: The City Initiative process should clearly state and reference the 2010 Livermore Resolution which indicates the terms for the initiative: "Future development at the airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the airport advisory commission and shall be based on tangible evidence…." "Redevelopment at the airport shall only occur if the Airport Advisory Commission determines that the existing facilities are in need of significant rehabilitation, improvement, or replacement" A City Initiative should NOT be (as in the draft document) - "if Airport land/ improvements exist or become available" Information secrecy: All information must be provided publicly without NDA/confidential at all stages except for any financial information

R82	See R7 Comment noted. No specific alternative language or deletions provided.
C83	Section # 3.2 Page # Comment: ISSUE: There is no mention of Noise which is the major environmental quality issue facing the valley with the airport
R83	See R5 Comment noted. No specific alternative language or deletions provided.
C84	Section # 3.3 Page # Comment: This section introduces a number of NEW policies regarding land and improvements ISSUE: Does not have any policy regarding noise (including single noise events), adhering to the night time curfew, etc. Since new policies are possible (as indicated in this section), recommend the following policies: Mandatory yearly noise and flight path training for all FBOs, their leases, and occupants Signing of a "pledge" towards these noise / flight path guidelines
R84	See R5 Comment noted. No specific alternative language or deletions provided.
	Commenter #21
C85	Section # 1.2 Page #4 Comment: No mention of when/IF public notification/comment will happen. Public should be notified at every stage of the process (Interest, MOU, Concept Plan, etc.) and be able to provide feedback. All information must be provided publicly without NDA/Confidential at all stages of the process.
R85	See R4
C86	Appendix City Initiatives: Leasing and Development Policy Page #25 Comment: Livermore letter: Point 5 - Noise impacts - ignored in this document and should be asked/addressed by any applicant. There should be new noise policies put in place.
R86	See R5 Comment noted. No specific alternative language or deletions provided.
C87	Appendix Leasing and Development Policy Page #38- Section 7.7 Advertising Guidelines Comment: The City Initiative for RFI/RFP/RFQ is worded whenever there is "land/improvement available". This is in direct contradiction to the 2010 City resolution that explicitly indicates only when "existing demand" with "tangible evidence" (they cannot create demand), the city does not make this determination - it is the Airport Advisory Commission that does.
R87	See R7 Comment noted. No specific alternative language or deletions provided.

	Commenter #22
C88	Comment: Noise impacts- the document does not address how planning and development will take into account noise impact on the surrounding community and Livermore in general. I suggest detailing noise monitoring procedures and requiring a report on potential noise impact of any new development that should be part of the proposal process. There should also be a regular (multiple times a year) way to communicate impacts to the community. Any legal means of supporting noise reduction including adding fines to lease agreements for violations or assessing take off and landing flight paths for the least impact (near freeways when possible instead of homes) should be prioritized.
R88	See R5 Comment noted. No specific alternative language or deletions provided.
C89	Comment: Any proposals that have a direct benefit to the city of Livermore residents should be prioritized. For example, development proposals that include amenities that the community can enjoy (a restaurant or museum).
R89	Comment noted. No specific alternative language or deletions provided.
C90	Comment: Any proposal for development should be automatically linked to a public announcement. The steps for the approval process should be detailed in the plan and publicized at each stage. Extra opportunity for public input should be built into each stage of the process including the proposal stage
R90	See R4
	Commenter #23
C91	Section # 1.2 Page # 1 Comment: I am writing to express my concerns regarding the recent changes made to the Livermore Airport Development Policy. While the new policies and guidelines provided in the document cover many areas, I noticed that noise impacts had been ignored. This is a significant issue that needs to be addressed, especially given the high noise level during small plane takeovers in areas east of Jordan Ranch/Dublin(Opp Fallon Sports Park) and over the Cottonwood Creek School. Furthermore, I am concerned about the City Initiative clause in the Livermore Airport Development Policy. As per the 2010 City resolution, an RFI/RFP/RFQ can only be put out when there is "existing demand" with "tangible evidence." However, it appears that the Airport Advisory Commission, rather than the city, makes the determination. This raises questions about whether the airport staff is trying to bypass the 2010 resolution to allow for expansion, such as a cargo base for companies like Amazon, FBO with major jet operations (i.e., 737 maintenance or major jet port hangers and FBO), expand runways and impacts a large set of tri-valley communities (Dublin/ Pleasanton /Livermore), and new development projects at the east side of Dublin.
R91	See R5, R7
C92	Section # 2.6 Page # 7 Comment: Lack of transparency and public notification opportunities. There is no mention of when/if the public will be notified or allowed to provide feedback. This could result in agreements being signed in secret and not made public until it is too late in the process. The public should be notified at every stage of the process, from Interest to MOU to Concept Plan, to provide feedback.
R92	See R4 Comment noted. No specific alternative language or deletions provided.
C93	Section # 3.2 Page # 9 Comment: This significant issue needs to be addressed, especially given the high noise level during small plane takeovers in areas east of Jordan Ranch/Dublin(Opp Fallon Sports Park) and over the Cottonwood Creek School.
R93	See R5 Comment noted. No specific alternative language or deletions provided.

	Commenter #24
C94	Section # 1.2 Page # 1 Comment: Environmental: any further expansion of the airport will have severe, destructive, environmental impacts on the surrounding neighborhoods, significantly increasing noise and air pollution, negatively affecting the health of residents …this policy does not adequately address the increased environmental and health damage which will be caused by expansion and extension of services at the airport
R94	Comment noted. No specific alternative language or deletions provided.
C95	Section # 1.2 Page # 1 Comment: further expansion of the airport will negatively impact the relationship between the airport and the surrounding communities since expansion will result increased pollution and noise, both of which are continuing issues objected to by the surrounding communities.
R95	Comment noted. No specific alternative language or deletions provided.
C96	Section # 1.2 Page # 1 Comment: Economic issues are not properly addressed…while the airport will undoubtedly benefit financially from airport expansion, local homeowners will definitely not, as noise and pollution will decease property values
R96	Comment noted. No specific alternative language or deletions provided.
C97	Appendix B-1 Page # 1 Comment: the resolution states in #4 that the city does not intend to extend the existing runways……this offers no real assurance and does not even offer assurance that public input will be solicited, with enough notice to be effective, if such plans come up in future
R97	Comment noted. No specific alternative language or deletions provided. As such, a change was not deemed necessary.
C98	Appendix B-1 Page # 1 Comment: #5 states the city will aggressively foster the reduction of airport noise…this section is disingenuous at best, since any noise complaints submitted are met with the standard reference to FAA regulations, which prevent cities or local jurisdictions from enacting any regulation of which aircraft that can use the airport if the facility is adequate…that is why the noise reduction efforts are all voluntary, and why the city will not be aggressively reducing airport noise…expansion of the airport and aircraft services will increase noise and pollution and the only way the city can aggressively work to reduce such is by not increasing traffic through the airport
R98	Comment noted. No specific alternative language or deletions provided.
C99	Comment: In support of airport expansion, the ever increasing demand for increased hangar space and services is often cited; the inclusion in the document that expansion shall not be solicited and will only be approved if the demand already exists, also specious…as far as i can see, the policy plan does not specify when public notice shall be given of proposals and when/if public comments will be solicited regarding such proposals. This should be included in the proposal in a clear way and be required before any advancing of any proposal that will increase airport traffic, and the city needs to be more upfront regarding its lack of power over the real results of expansion, and of how only by not encouraging more airport traffic can the city help protect residents from the health, economic, social and functional goals
R99	Comment noted. No specific alternative language or deletions provided.
	Commenter #25
C100	Section # 1 Page # 1 Comment: Keeping a "compatible relationship" with the community should include reducing the noise problem. I do not see "noise" discussed. Just because people may have given up complaining about the noise, it does not mean that the problems are solved.
R100	See R5 Comment noted. No specific alternative language or deletions provided.

C101	Section # 2 Page # 7 Comment: Increase the communication with and input from the public during the RFQ/RFP process without a public records request.
R101	See R4 Comment noted. No specific alternative language or deletions provided.
C102	Section # 3 Page # 7 Comment: Increase the communication with and input from the public during the RFQ/RFP process without a public records request.
R102	See R4 Comment noted. No specific alternative language or deletions provided.
C103	Section # 3 Page # 10 Comment: Leaded gasoline is harmful to the people, animal and the environment. Regulate, reduce and eliminate lead fuel.
R103	Comment noted. No specific alternative language or deletions provided.
C104	Section # 3 Page # 12 Comment: Appreciate emphasis on protecting water resources. Who will be responsible for the protections?
R104	The City's Planning Department will ensure compliance with Legal Requirements related to water quality. Comment noted. No specific alternative language or deletions provided.
	Commenter #26
C105	Section # 2.6; 3.2; 7.5 Page # 7, 9, 34 Comment: My concerns are in agreement with the Livermore Airport Citizen's Group.
R105	Comment noted. No specific alternative language or deletions provided.
	Commenter #27
C106	Comment: As a resident that would be impacted by any changes proposed to the operation of the airport, why was I not contacted proactively to solicit my input? You should have a robust public information/outreach campaign. What are the noise impacts that are reasonably foreseeable from this new policy? Why are you not conforming to previous Resolutions adopted by the City regarding airport developments? Local government should be about openly serving the needs of its residents, not hiding major impacts to them until it is too late to do anything about it. Whose need are your really serving?:
R106	See R7 Comment noted. No specific alternative language or deletions provided.
	Commenter #28
C107	Section # 2, 6 Page # Comment: Why is there no mention of when the public can comment on applications except at a City Council meeting at the very end of the process? The public must be notified and allowed to comment at every step of the process: interest, MOU, Concept Plan, etc. All information should be provided publicly and in a timely manner for all stages excluding financial information. The public should be able to receive feedback concerning comments. The 2.6 Public Disclosure section needs to be re-written to include the above conditions. Giving the public the chance to review documents after making a request under the California Public Records Act is insufficient and denies adequate access to critical information.
R107	See R4 Comment noted. No specific alternative language or deletions provided.
C108	Section # The City Initiative Page # Comment: The City Initiative, (where the city can send out an RFI/RFP/RFO)whenever land is available should be changed to include the 2010 Airport Operational and Development Policies Resolution that explicitly states the city should only send out RFI/RFP/RFOs when there is demand and tangible evidence to document a need.

R108	See R7 Comment noted. No specific alternative language or deletions provided.
C109	Section # The City Initiative Page # Comment: The proposed plan should include point #3 of the 2010 Airport Resolution, " The City Manager, Public Works Director, and Airport manager shall take no action to solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport."
R109	See R7 Comment noted. No specific alternative language or deletions provided.
C110	Section # Development policies Page # Comment: The proposed plan should include point #4 of the 2010 Airport Resolution, " The City does not intend to extend the runways"
R110	See R7 Comment noted. No specific alternative language or deletions provided.
C111	Section # Noise Impacts Page # Comment: The proposed plan should include and strengthen #6 of the 2010 Airport Resolution, " In cooperation with other Tri-Valley Cities, the City of Livermore will conduct periodic noise monitoring activities and report those activities to local elected Boards at least once a year.
R111	Proposed changes to Resolution 2010-058 are outside the scope of this proposed Leasing and Development Policy. Comment noted. No specific alternative language or deletions provided.
C112	Section # Goals, Objectives, and Development Priorities (Sub heading --Environmental) and Section 3.4 Manmade and Natural Hazards Page # Comment: The proposed plan does not include any steps to reduce and/or prohibit the use of leaded aviation fuel. Why?? Leaded aviation fuel causes unacceptable levels of lead in the blood of children attending schools and/or using parks nearby. (Refer to the five year studies by the Santa Clara County Supervisors, the City of San Jose and Kaiser Permanente.) Santa Clara County prohibits planes of any size who use leaded aviation fuel to land/take off and refuel at San Jose Reed Hillview Airport and San Martin Airport in San Jose. There are several schools and parks adjacent to the Livermore Airport. Allowing the continued use of leaded aviation fuel at the Livermore Airport poses a health risk to children and families nearby. The continued use of leaded aviation fuel directly conflicts and is inconsistent with section 1.2 Goals, Objectives, and Development Priorities that which states that the plan must include " features to minimize adverse impacts to the environment".
R112	Section 1.4 states as follows: "*Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy, Resolution 2010-058, and any federal, State of California (State), Alameda County, or City laws, codes, ordinances, and other applicable Legal Requirements*." If a governmental agency creates a regulation related to the use of leaded aviation fuel, then an entity proposing to develop land or improvements under this policy would be subject to such regulation. Comment noted. No specific alternative language or deletions provided.

C113	Section # Noise Impacts/Limits Page # Comment: No noise limits were listed in the proposed development plan. Future applicants and operators should be made aware of the current noise limits. The plan should list the general plan limits for the cities of Livermore, Pleasanton, Dublin and Alameda County's General Plan. (Depending on weather conditions, planes may land/take off directly over county residences and parcels.)
R113	See R5 Comment noted. No specific alternative language or deletions provided.
C114	Section # 3.4 Page # Comment: The plan does not address the issue of PFAS. The plan does not prohibit lease owners from using materials, chemicals, substances, or practices that may increase PFAS levels at the airport and in neighboring areas.
R114	Section 1.4 states as follows: "Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy, Resolution 2010-058, and any federal, State of California (State), Alameda County, or City laws, codes, ordinances, and other applicable Legal Requirements." This includes compliance with any legal requirement related to PFAS. Comment noted. No specific alternative language or deletions provided.
C115	Section # 3.4 Page # Comment: The proposed plan needs to address in further detail who will be responsible for drainage and flooding during heavy rain years such as the 2022-23 winter.
R115	Comment noted. No specific alternative language or deletions provided.
C116	Section # 1.4 Page # 10 Comment: The words " County laws, codes and ordinances" should be added in addition to federal, state and city laws.
R116	Section 1.4 has been changed as follows: ***State of California (State),*** **Alameda County,** ***or City laws***…

	Commenter #29
C117	Comment: Honorable Livermore City Council members: We are both Seniors and love our home on Amberwood Way. In many ways Livermore is a very nice city, we enjoy our neighborhood, we have a great downtown, etc. We have been homeowners in Livermore for more than 30 years. I am writing-in regards to the proposed Airport Development Policy. I am hoping that somewhere is the proposal, noise impacts is mentioned. I did not fully read this draft proposal but wanted to let our elected officials know how we feel. We are against any expansion and any more facilities being built that will increase the number of aircraft using our Airport. Our Airport is very busy and popular and we have so many planes flying over our neighborhood. It seems to me that some city officials and some on our Airport Commission want to encourage more aircraft to use our Airport by building more facilities. Many of the aircraft using our airport are single engine Cessna type planes and I assume that they are from Flight Schools. Many are flying low and some are loud and disturbing. Seems like our Airport is much busier than Palo Alto, Hayward, Concord, Tracy, Stockton and other nearby cities. Seems like there are more flight schools using our Airport and I know flight Schools from other cities use it every day. I have an app on my phone (FlightRadar24) and I can see the airplane traffic at Livermore and other airports. I also know that this app is not 100 % accurate. The City Council (I believe it was back around 2005) approved an expansion. I believe back in 2007 our City Council approved a Fixed Base Operator (FBO) which as you know is Five Rivers Aviation. When we bought our home in 1992 it was rare to see a jet using our Airport. Even though many of use residents protested against this expansion and around 1000 residents of Livermore and Pleasanton attended the meeting at Granada High in 2005 to protest this proposed expansion. Sadly our City Council approved the proposal and now we have many large corporate jets flying over our neighborhoods every day. I know there are people that want our Airport to continue to expand and that is disappointing. Our Airport negatively impacts many neighborhood including ours. Our home is about 3 ½ miles to the east of our Airport and is slightly north of the flight path. Our Airport can negatively impact the property values of many neighborhoods. It affects the quality of life for many neighborhoods. Thru the years the increase in air traffic has become an on going conversation between our neighbors and us. And from what I have read, many residents in Pleasanton do not like our Airport and the noise these aircraft generate. Please take into consideration before allowing any more expansion, building of facilities, etc. on Airport property. Please reply to let me know you have received this info and please feel free to comment. Thank you very much
R118	Comment noted. No specific alternative language or deletions provided.

	Commenter #30
C119	April 17, 2023 To: Livermore City Council Livermore Airport Commission Scott Lanphier, Director of City Public Works Michael Musca, Airport Manager Re: Proposed changes to City of Livermore Airport Development Policy We are writing you because we have questions and concerns about the proposed new City of Livermore's Airport Development Policy (February 17,2023) We moved to east Pleasanton in 1992 and at the time of purchasing our house our realtor notified us about the City of Livermore's Airport. It was noted that the airport was created in 1965 as a small recreational airport for small airplanes and was not designated for any other purpose. There was little airplane traffic over our east Pleasanton neighborhood for several years. In early 2000, landing and take-off pattern changes were made at the airport which directly impacted east Pleasanton including homes and schools. At the time, we voiced our concerns without success. Today, we regularly have small jets flying over our neighborhood in both take-off and landing maneuvers. We regularly report those planes operating outside approved business hours. Our concern is for the safety of our neighborhood, including the impacts of noise, air pollution and possible accidents. After the public outcry of possibly expanding the airport with a Kaiser Air contract, we appreciated your desire to re-evaluate and update the airport's policies and procedures. However, as we read the proposed new City of Livermore Leasing and Development Policy for the airport, we are disappointed in the recommendations. □ The proposed policy includes an objective on Social factors –"To maintain and enhance a compatible relationship between the airport and the surrounding community". There are no clear action steps/definitions on what this means… what level of noise is agreed upon, hours of operations, definition of air pollution standards, definition of community, opportunity for community input. □ There is no reference in this document about public input and review of the proposed changes. After the outcry about Kaiser Air expansion, we are shocked that there was no interest to include public participation in the development of the proposed policy and on-going changes at the airport. □ Noise policies are ignored in the document, although new policies and guidelines are detailed on things like size of buildings, landscaping, flag poles, lighting, setbacks, vehicle parking, hangar assignments, etc. Why weren't noise policies created/included? □ City of Livermore is part of the Tri-Valley and this document makes no mention of trying to communicate and/or work with the Cities of Dublin and Pleasanton officials to maintain a healthy and prosperous valley. Will this occur? □ The City of Livermore in past policy (Resolution NO. 2010-058), states the existing demand to increase/change at the airport must have tangible evidence. The new policy states that changes can be made any time by anybody and in fact the proposed contractor can create the demand (Unsolicited Interest) is the term used in the proposal. We are so disappointed in this proposed leasing and development policy and hope that additional time can be included to truly look at and include clear definition and standards for social and community needs so that everyone can be satisfied and keep the Tri-Valley a very desirable place to live. Sincerely,
C119	See R1 through R12

	Commenter #31
C120	April 7, 2023 Ms. Marianna Marysheva City Manager City of Livermore 1052 S. Livermore A venue Livermore, CA 94550-1052 Via email RE: City of Pleasanton Comments on the Airport Development Policy and Hanger Waitlist Policy Dear Marianna - Thank you for the opportunity to review and comment on the City of Livermore's (Livermore) Draft Airport Development Policy and Hangar Waitlist Policy. Please find below the City of Pleasanton's comments regarding the draft policies. As you are aware, Pleasanton and public concerns are most focused on expansion of airport activity and noise etc. associated with flight activity that may occur with such expansions. As such, it is important that Livermore's policies continue to adhere to the limitations established in Resolution 2010-058, and that there is transparency and appropriate analysis of any project with the potential to increase flight activity. While we appreciate the more detailed and comprehensive planning and approval approach reflected in the policies, the City of Pleasanton (Pleasanton) is concerned that the policies do not adequately utilize or reflect the 2010 Livermore City Council Resolution as it relates to expansion of airport activities and associated impacts, nor thoroughly articulate how the public and interested parties will be provided notification of major improvements or other planned expansion. Pleasanton's specific comments of the Draft Policies are as follows:
R120	See R7 Comment noted. No specific alternative language or deletions provided.
C121	Comment: 1. The Draft Policy does not adequately tie the basis or rationale for approval of improvements to the specific parameters outlined in Resolution 2010-058. As you are aware, the Resolution generally seeks to limit the expansion of airport operations and additional flight activity, base any expansion solely on the basis of existing demand and "tangible evidence" thereto; to control noise, and more specifically, to limit certain expansions such as the extension of runways or development of large air-cargo operations.
R122	See R7 Comment noted. No specific alternative language or deletions provided.
C123	Comment: 2. In Section 1.2, the bullet list of objectives used to evaluate proposals is deemed to "reflect the Airport Development Priorities" in Reso 2010-058. It further notes they will be "used as criteria for evaluating proposals for Airport land lease/development, as further explained in this document." However, the relationship between the (somewhat generic) objectives, and the very specific guidance of the Resolution is unclear, and the Policy does not in fact provide any further explanation or reference to the Resolution, other than attaching the Resolution as an appendix. For example, the policy does not actually directly cite or use any of the criteria stated in the Resolution (e.g. determination/findings that improvement necessary to support existing demand, versus supporting expansion/increase in capacity or size of aircraft that can be accommodated). Explicit compliance with the Resolution is not called out in Section 1.4 (Compliance), nor in the review procedures in Section 2.2 with respect to new leases, or Section 3 .3 with respect to provision of improvements.
R123	Comment noted. No specific alternative language or deletions provided.

C124	Comment: 3. The Airport Development Policy does not address requirements for CEQA / NEPA environmental review. As noted in the preface, whether based on an individual proposal or a more comprehensive plan (as Pleasanton suggests may be appropriate), CEQA and/or NEPA review will be required for many projects, and will help provide disclosure of potential impacts through evaluation of noise, air quality, hazards and other impacts if there is a change in operations associated with a lease or improvements).
R124	A new Section 1.8 Environmental Review has been added to the document.
C125	Comment: 4. The Policies are unclear about what notification is to be provided to the public or other interested parties (such as the City of Pleasanton), and at what stages in the process. As written, no public notification for any lease or improvement, beyond that required for a standard City Council or planning application (if required) is noted. While we do not think it will be necessary or appropriate to require a public notice for minor changes (e.g. repair of an existing building), certain actions or approvals, particularly those that would constitute an expansion or intensification of use, may warrant additional notification or referral.
R125	See R4 Comment noted. No specific alternative language or deletions provided.
C126	Thank you for the opportunity to provide comment. Please let me know if you have any questions or would like to discuss in more detail. Sincerely,
R126	Comment noted. No specific alternative language or deletions provided.

From: LA CG
To: Debbie Elam
Cc: Marie Weber
Subject: Comments to be included in the City Agenda Packet - Livermore Airport
Date: Tuesday, June 20, 2023 1:11:39 PM

Debbie,

Please find below the comment to be included in the packet. Thanks for all your help.

regards, LACG

The latest document released on the previous Friday by the Livermore Airport **ignores** many of the public comments on the earlier draft, and appears not to be done in good faith (a CEQA violation from my understanding?).

The airport is the one city Asset that impacts the lives of probably 200,000 people. Not like a new apartment, or a new street, or a shopping mall. It requires special and more serious scrutiny (and checks and balances) on what gets developed at the airport.

1. Noise

We do understand the the noise guidelines/standards are set by the FAA , and note they were primarily established for large urban (i.e. SFO) airports, not that of small regional airports. We hope you will agree that the noise is a large issue with the community.

The question is what can the Airport do to lower the noise, including what can be put into the Airport Development Policy -- **the current proposal does nothing -- and hence inconsistent with 2010 "aggressively reducing the noise" mandate.** Several suggestions that have been given now and in the past include:

- Much more aggressive and training/education of the tenants -- For example, the Airport Development Policy could state:
  - All tenants and their leases,etc will attend a yearly training on noise mitigation flight paths etc (when safe)
  - All tenants will in writing acknowledge the voluntary curfew and suggested flight paths (when safe)
  - All tenants will be required to sign a "pledge" to the above. (there may be no legal recourse if they "break" the pledge -- but it sends a clear signal that noise is taken very seriously by Livermore and be part of our community.
  - If a tenant violates the voluntary night curfew more than X times, they will have an additional training. 3rd time around a meeting with the airport manager/director etc. 5th time the Mayor.
- All tenants must have a 16 x 20 clearly visible in each building/hanger with the noise mitigation recommendations by the Airport Management (i.e. curfew hours, best practices, recommend flight paths (when safe))
- There is much more that can be done with creativity -- you are the professionals. Why wasn't this done and included after receiving strong feedback on this?

Most of the 2010 resolution provides direction and guidance -- the Airport Development Policy (and other documents) is where the IMPLEMENTATION should be specified. That is what is lacking and ignored.

2. Public notification / comment and transparency.

The process stated below is not transparent, and does not provide the public visibility at the early stages to provide feedback concerns:

- Almost all documents/communications get marked "NDA/confidential", and then the city does not provide them. Hence the explicit request that all documents/communications (except) financial will be available to the public-- put in the Airport Development Policy -- which was ignored.
- An example of this was with Kaiser -- no documents/communications (between Kaiser/City) were allowed to be made public during the process, since they were conveniently under NDA.
- By the time an MOU is signed, it is basically a "Done Deal". The city council, city manager, airport manager are completely incented to complete the deal as fast as possible with little change. The current document, the Public Engagement Plan -- nothing about comments and actions. And no criteria, and it is AFTER agreement has been made (all incentives are to go through the motions and not have any changes).
- By the time it gets to City Council nothing much changes -- City Council are incredibly busy, and typically it is rub stamped (watched this over 20 years) --- in all likelihood City Council will rubber stamp the new Airport Development Plan (I hope not, but that has happened in the past)

Hence the request for additional notification AND comment through each phase (interest, MOU, Concept Plan) -- but those comments were ignored.

(another example was less than 1 business day between the release of the Airport Development Plan after the comments -- and the Airport Commission Meeting --- do you believe this is fair or an attempt to push it through quickly with little review (this is what the public perceives).

Yes, the public has more opportunity in the June 26th council meeting to give feedback -- but shouldn't these have been addressed with Staff before it even gets to the City Council -- or is it City Council's job to address all the comments that the Airport Staff ignored?

3. CEQA / NEPA

It is clear, given the 65 DB CNL (average cumulative noise) set by the FAA, that all CEQA's and comment periods are just paperwork. SNEL is the critical issue which the Airport doesn't address. In fact, the last noise study -- was SNEL in it?

4. Livemore voluntary curfew and "Good Neighbor Policy" -- how can the Livermore Airport do better?

- The Livermore Airport does not "aggressively" address the issues -- have to disagree there.
- No training for operators/leases -- just a link to see the website
- Complaints get logged and no actions are done for specific complaints -- "we can't do anything" -- which is not true.
- Voluntary curfew violators get a relatively weak letter. No consequences (even a phone

call from the Airport Management on how it (iimpacts the peoples live)
- Pilots who do touch and gos after 10 pm (or endless circle around residential areas) -- the airport knows who it is -- why aren't they talking to them and ask them to do it at other times -- or another airport (can't legally deny them). The FAA does not restrict the livermore airport from asking them to refrain/prefer (optionally) from doing it at LVK.

4. Can the airport do more? Yes...and some of this can be codified in the Airport Development plan.

In short: there's a lot airports can do, they're not limited to FAA regs, they can do more.

Congressional Research Service, Federal Airport Noise Regulations and Programs, R46920, September 27, 2021, by Rachel Yang
https://crsreports.congress.gov/product/pdf/R/R46920

Also available here, higher quality PDF
https://sgp.fas.org/crs/misc/R46920.pdf

-- CRS is a high quality source: "CRS reports are considered in-depth, accurate, objective, and timely, and topped the list of the "10 Most-Wanted Government Documents" survey by the Center for Democracy and Technology"

In short: there's a lot airports can do, they're not limited to FAA regs, they can do more.

-- The CRS report explodes the myth that the FAA ties the airport's hands:

"airports may implement noise-related restrictions on aircraft operations"

"Airports also may implement voluntary noise abatement procedures, like “fly friendly” programs under which aircraft operators fine-tune flight procedures and routes to minimize noise impact in certain communities or neighborhoods"

"airports may make their own decisions whether or not to address noise complaints when the measured noise level is below the DNL 65 dB threshold,"

"Airports may use their own operating revenues from commercial leases, parking charges, and other sources to fund noise projects as well"

"airports may choose to work directly with multiple stakeholders without relying on a federal regulatory process and establish voluntary noise abatement or mitigation programs outside of the Part 150 process."

"other major stakeholders have important responsibilities as well in addressing aviation noise:

state, county, and municipal governments own and operate airports while also exercising authority over local land use planning and development, zoning, and housing regulations;

airport owners are primarily responsible for airport planning and operations, including airport location and design, land acquisition, and ground procedures that may affect the noise level

beyond the airport perimeter;

aircraft manufacturers and aircraft engine manufacturers must comply with noise criteria in order to obtain the FAA certification required to put aircraft into service; and

aircraft operators are responsible for managing their fleets and for scheduling and flying in a way that minimizes ground-level noise impact."

5. The City Initiative

"The City Initiative: (where the city can put out an RFI/RFP/RFQ) is worded whenever there is “land/improvement available” – **this is in direct contradiction to the 2010 City resolution** that explicitly indicates only when “existing demand” with “tangible evidence” - and the city does not make this determination – it is the Airport Advisory Commission that does. Likewise “Encourage imaginative and innovative development of land” (section 1.2) is hardly consistent with meet existing demand. And yet they claim in that same section “The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058”; no, they do not. "
These comments were given, and ignored. Surprised that Staff would continue to propose policy that is in direct contradiction to the 2010 Resolution.

6. **Most of the comments were responded to in this manner: "Comment noted. No specific alternative language or deletions provided."**

I have attached the comment document -- you will lose count >70% of the staff responses were this.

Example:

C123 Comment:
2. In Section 1.2, the bullet list of objectives used to evaluate proposals is deemed to "reflect the Airport
Development Priorities" in Reso 2010-058. It further notes they will be "used as criteria for evaluating
proposals for Airport land lease/development, as further explained in this document." However, the
relationship between the (somewhat generic) objectives, and the very specific guidance of the Resolution
is unclear, and the Policy does not in fact provide any further explanation or reference to the Resolution,
other than attaching the Resolution as an appendix. For example, the policy does not actually directly cite
or use any of the criteria stated in the Resolution (e.g. determination/findings that improvement necessary
to support existing demand, versus supporting expansion/increase in capacity or size of aircraft that can
be accommodated). Explicit compliance with the Resolution is not called out in Section 1.4 (Compliance),

nor in the review procedures in Section 2.2 with respect to new leases, or Section 3 .3 with respect to
provision of improvements.

R123 Comment noted. No specific alternative language or deletions provided.

(is this a reasonable response ?)

From:	Chel Kel
To:	Livermore City Council; Scott Lanphier; Michael Musca; City Clerk; citycouncil@cityofpleasantonca.gov; council@dublin.ca.gov; Pleasanton Weekly Editor; The Independent; lacg@livermoreairportnoise.org; Angela Hescher; letters@independentnews.com
Cc:	[redacted]
Subject:	Livermore Airport
Date:	Monday, June 19, 2023 11:03:37 AM

We were very unhappy to see that the new Livermore Airport Development and Leasing Policy does not substantively address the problems of noise and pollution that are causing my family to seriously consider selling our home on [redacted].

We urge the Livermore City Council to reject this policy as written. We don't want to leave our home, but for the health and comfort of our family, we will be forced to sell if there is no effort to improve the current levels of noise and pollution.

Sincerely,
Michele Keller
Brian Sullivan

From: BRYAN ZLOTY
To: City Clerk
Subject: Regarding the Livermore Airport and expansion plans
Date: Monday, June 19, 2023 11:30:13 AM

To whom it may concern,
Regarding the Livermore Airport and expansion plans
Our home located, at [redacted], and is in the ***direct approach flight path*** to the Livermore Airport. My wife an I regularly experience noise due to late-night flight arrivals (past 10:00pm), and during normal hours of operation noise from incoming jets is often excessive; not to mentioned that on more than one occasion, I've found unexplained 'debris' I've found on our property.
Obviously, we have concerns about plans to expand the airport.
If we had been aware of this, we would have seriously reconsidered our decision to purchase this home on December 2020...
If my work schedule will allow, I plan to attend the next city council meeting to express my concerns in person, as it seems that noise complaints go largely ignored...
Respectfully,
Bryan Zloty

Michael Musca

From: City of Livermore govAccess CMS Site <info@LivermoreCA.gov>
Sent: Tuesday, June 13, 2023 12:55 PM
To: LVKairport
Subject: Airpost Noise

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Message submitted from the <Livermore, CA> website.

Site Visitor Name: Doug Blasco
Site Visitor Email: [redacted]

Good Afternoon,
Lately I have heard a very vocal minority within the Livermore Community who are complaining about Airport Noise.
I just want to go on record that my wife and I have lived within the approach/departure corridor at the east end of the airport since 95'.
During that time, we have never had any complaints with the level of noise we experience.
What can I say, we Love Airport Noise.
Sincerely,
Doug and Robyn Blasco

Michael Musca

From: City of Livermore govAccess CMS Site <info@LivermoreCA.gov>
Sent: Thursday, June 15, 2023 5:30 PM
To: Michael Musca
Subject: [redacted]

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Message submitted from the <Livermore, CA> website.

Site Visitor Name: Ricardo
Site Visitor Email: [redacted]

Stop the endless line of planes from your airport from flying over vintage hills in Pleasanton. It's too much! Send them in a manner around to Dublin, San Ramon, Pleasanton and Livermore. SPREAD THE PAIN.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION TO APPROVE THE AIRPORT LEASING AND DEVELOPMENT POLICY

The purpose of the City of Livermore (City) Airport Leasing and Development Policy (Policy) is to set forth processes and procedures to evaluate and approve, or reject proposals related to the leasing and/or development including construction, modification, and/or renovation of aeronautical and nonaeronautical land and/or improvements within the legal boundaries of the current Airport Layout Plan (ALP) for the Livermore Municipal Airport (Airport).

This Policy establishes leasing protocols and requirements for compatible and sustainable development that protects persons and property.

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, improvements, and amenities that support the overall operation of the Airport.

This Policy reflects the Airport development priorities established by the Livermore City Council in 2010 through Resolution number 2010-058.

Airport staff selected AMCG as the consultant of record for assistance in drafting the Policy which was reviewed by City staff at all levels.

Airport staff presented the draft Policy to the Airport Commission for review and comment on March 6, 2023, and subsequently released the draft Policy for public review for a 45-day comment period, whereby it was transmitted to the Cities of Pleasanton and Dublin in liaison meetings.

City (Airport) Staff received over 120 comments from approximately 30 community members from throughout the Tri-Valley area, which identified several key concerns including aircraft noise; the Livermore City Council Resolution 2010-058; increased public participation; increased transparency; and restricting growth at the airport.

In response to comments received, the Policy was revised by City staff in the following key areas:

1. Noise – The Policy was updated to specifically indicate noise as a measure used to determine the potential impact a proposed project may have. This is specifically addressed in Sections 1.2 and 1.7 of the Policy.

2. Resolution 2010-058 – The Policy references Resolution 2010-058 in Sections 1.2, 1.4, 2.1, 2.2, 7.5 and includes the Resolution in its entirety in Section 7: Appendix of the Policy– Airport Development Priorities.
3. Environmental Review – The Policy requires the evaluation of any proposed project to be subject to CEQA and/or NEPA review, which is referenced in Section 1.8 of the Policy. CEQA/NEPA review would thoroughly evaluate such items as lead fuel, noise impacts, visual impacts, circulation and parking, among others, and would also include opportunities for the public to review and comment on the analysis conducted for the proposed project.
4. Public Input – The Policy requires any proposed project that would noticeably increase aircraft activity, vehicle traffic, noise to surrounding neighbors, and/or significantly intensify existing land use(s) to develop a Comprehensive Public Engagement Plan (PEP), which is designed to inform the public about the scale and scope of the project. The PEP is described in Section 1.7 of the Policy.
5. Airport Growth – The ALP is the governing document used pursuant to the Policy to comply with previously approved land uses and is referenced in Section 1.1, 1.6, and 1.8.

On June 5, 2023, after incorporating comments received as outlined above, the revised Policy was brought back to the Airport Commission.

The Airport Commission unanimously passed the draft Policy with the recommendation that the City Council approve the new Policy with additional language in the first paragraph of section 2.1, to specify that the IDRT (Inter-departmental Review Team) also include a member of the Airport Advisory Commission.

The revised Policy includes a more defined process to thoroughly assess any proposed project it addresses requested changes made by the Airport Commission, and involves review by multiple City departments. The Policy has been provided to the public on several occasions for an opportunity to review and provide feedback, and the Policy is consistent with other City policies.

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

1. Approves the Airport Development Policy, attached hereto as Exhibit A, and which is incorporated by this reference.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on June 26, 2023, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A - Leasing and Development Policy 2023-06-02
.

City of Livermore
680 Terminal Circle
Livermore, California 94551
(925) 960-8220

Leasing and Development Policy

City of Livermore

Livermore Municipal Airport (LVK)

June 2023

June 5, 2023

LIVERMORE CALIFORNIA

TABLE OF CONTENTS

1. INTRODUCTION 3

1.1. Purpose 3
1.2. Goal, Objectives, and Development Priorities 3
1.3. Definitions and Acronyms 3
1.4. Compliance 3
1.5. Applicability 3
1.6. General Requirements 4
1.7. Public Engagement Requirements 4
1.8. Environmental Review 4
1.9. Airport Land Use Commission Review 5

2. LEASING PRACTICES 7

2.1. Expression of Interest 7
2.2. Application for Leasing Land and/or Improvements 8
2.3. Approval Process 9
2.4. Approved Application Processing 9
2.5. Demonstrating Immediate Need 11
2.6. Public Disclosure 11
2.7. Reversion of Improvements 11
2.8. Term of Agreement 11
2.9. Possible Grounds for Rejecting an Application or Proposal 11

3. LEASEHOLD DEVELOPMENT 13

3.1. General 13
3.2. Environmental Quality 13
3.3. Provision of Necessary Airport Land and/or Improvements 13
3.4. Manmade and Natural Hazards 13
3.5. Reuse of Resources 14
3.6. Restricted Improvements 14

4. DESIGN CRITERIA 15

4.1. Accessory Buildings 15
4.2. Changes, Additions, and Deletions 15
4.3. Aircraft Accesses 15
4.4. Antennae 15
4.5. Ramps 16
4.6. Improvement Height 16
4.7. Doors 16
4.8. Exterior Lighting and Security 16
4.9. Exterior Materials 16
4.10. Exterior Storage 17
4.11. Fences, Gates, and Buffers 17
4.12. Garbage and Recycling Containers 17
4.13. Flagpoles 17
4.14. Grading and Drainage 18
4.15. Landscaping 18
4.16. Loading and Service Areas 19
4.17. Open Sided Buildings 19
4.18. Pedestrian Circulation 19
4.19. Residence 20
4.20. Setbacks 20

4.21. Signage *20*
4.22. Buildings *21*
4.23. Utilities *21*
4.24. Vehicle Parking *21*

5. PROCEDURES FOR DEVELOPMENT CONCEPT APPROVAL **23**

5.1. Concept Plan *23*
5.2. Development Plan *23*
5.3. Requirements of the Federal Aviation Administration *24*

6. CONSTRUCTION PHASE **25**

6.1. Pre-Construction Meeting *25*
6.2. Permits, Licenses, Inspections, and Certifications *25*
6.3. Bonds *25*
6.4. Insurance *25*
6.5. Clean-Up During Construction *26*
6.6. Damages During Construction *26*
6.7. Erosion Prevention During Construction *26*
6.8. Inspections *26*
6.9. Protection of Property and Work in Progress *27*
6.10. As-Built Drawings *27*

7. APPENDIX **28**

7.1. Airport Development Priorities *28*
7.2. Definitions *31*
7.3. Acronyms *34*
7.4. Leasing Practices Flowchart *35*
7.5. Lease / Development Proposal Evaluation Form *39*
7.6. RFI, RFQ, and/or RFP Document Guidelines *40*
7.7. Advertising Guidelines *40*
7.8. Insurance *40*

1. INTRODUCTION

1.1. Purpose

The purpose of the City of Livermore (City) Leasing and Development Policy (Policy) is to set forth processes and procedures to evaluate and approve or reject proposals related to the leasing and/or development (including construction, modification, and/or renovation) of aeronautical and non-aeronautical land and/or Improvements within the legal boundaries of the current Airport Layout Plan (ALP) for the Livermore Municipal Airport (Airport). This Policy establishes leasing protocols and requirements for compatible and sustainable development that protects persons and Property.

1.2. Goal, Objectives, and Development Priorities

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

- **Environmental** – Establish sustainable development practices to conserve natural resources and minimize adverse impacts on the environment.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community, including noise.
- **Function** – Encourage development of land and Improvements that meet the needs of the Airport and are consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.
- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Preserve property values, enhance investments, and ensure the Airport is as self-sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, and Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

1.3. Definitions and Acronyms

The terms defined in Appendix 7.2 or acronyms outlined in Appendix 7.3 and identified by use of a capital letter, whenever used in this Policy, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Compliance

Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy, Resolution 2010-058, and any federal, State of California (State), Alameda County, or City laws, codes, ordinances, and other applicable Legal Requirements.

1.5. Applicability

This Policy sets forth requirements which shall be met by any entity who desires to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport.

- No entity may deviate from this Policy unless a written exemption or waiver has been granted in advance by the City, subject to approval of a Waiver Request Letter specified in Section 5.2.
- Existing Lessees may be subject to this Policy upon modification of any existing Agreement.

If this Policy is amended after an entity has entered into an Agreement, the entity may not be required to comply with the amended Policy, except as provided for in such Agreement, or until such time as:

- the existing Agreement has been amended;
- the City approves an assignment to another entity; or
- the entity enters into a new Agreement.

1.6. General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impact the visibility of airport lighting and/or signage,
- impair the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endanger or adversely impact the arrival, departure, or maneuvering of aircraft.

1.7. Public Engagement Requirement

An applicant proposing to develop a project that would noticeably increase aircraft activity, vehicle traffic, noise to surrounding neighbors, and/or significantly intensify existing land use(s), will be required to develop a comprehensive public engagement plan (PEP) designed to inform the public as to the scope and scale of the proposed project. The PEP shall be prepared by an independent third-party consultant paid for by the applicant and contracted by the City and is subject to review and approval by the City.

1.8. Environmental Review

All proposed projects will be initially evaluated to determine impacts to the existing Airport Layout Plan (ALP) or if an environmental review is necessary. Additionally, all proposed projects must undergo a formal FAA determination whether FAA approval is required under Section 163.

Any project proposing new development or a change in land use may be subject to environmental review. This review will be conducted in coordination with the Community Development Department at the time of project entitlement. Developer is required to cover the cost of environmental processing.

In general, the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) process can be initiated concurrently but may be finalized separately, and at different points in time. This process will be handled using the same procedure that all proposed projects submitted to the City for environmental review and clearance proceed under, and as required by the applicable Legal Requirements. Additionally, the FAA must determine for all projects whether, under Section 163, that agency's approval will be required, and, if so, what level of NEPA review is needed. NEPA review is not required if there is no FAA approval required. Entities who desire to lease, construct, modify, and/or renovate aeronautical and non-aeronautical land and/or Improvement at the Airport shall cover the consultant costs to prepare all completed environmental clearance documents pursuant to NEPA and CEQA, consistent with the City's requirements. The environmental review process must be completed before a

project commences, and it must also receive all required approvals from the City's Community Development Department.

CEQA – The California Environmental Quality Act (CEQA, 21000, et seq. of the California Public Resources Code) requires the potential impacts of projects having a physical impact on the environment to be analyzed prior to initiating construction. State CEQA Guidelines sections 15061(b)(3) and 15378 exempts projects that have no potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

City Council's action involving approving this Policy does not directly authorize the construction of any future individual projects. Subsequently, future City Council action, if taken, to approve consideration of a development proposal, will be the triggering event necessitating CEQA review.

If not exempt, beginning with an initial study under CEQA, each project will be reviewed by Airport management and the City's planning staff. The initial study will determine the appropriate level of CEQA documentation/coordination necessary and advise on additional actions, documentation, and public involvement required to conclude the process. In all efforts associated to the proposed project and CEQA, the Airport will be the lead agency and the project proponent will be the City.

FAA Section 163 Determination – Section 163 of the FAA Reauthorization Act of 2018 and FAA's implementing policies require a determination as to whether any Airport project requires FAA approval. The project proponent shall provide sufficient information for the City to make a formal request to the FAA for a determination of the applicability of Section 163. FAA approval is required if the project meets one of three criteria: (a) the project would have a material impact on the safe and efficient operation of aircraft; (b) the project would have an adverse effect to the safety of people or property on the ground; or (c) the project would have a significant adverse effect on the value of prior federal investments in the Airport. Project proponents are urged to consult the latest FAA guidance on compliance with Section 163 to determine whether FAA approval is likely to be required but must recognize that the FAA is the final arbiter of the applicability of this law. If any of these criteria is met, the project will require FAA approval of an amendment or revision to the Airport Layout Plan.

If FAA determines that its approval is required, the agency will inform the City what level of environmental review will be required pursuant to NEPA. The project proponent will be required to fund and coordinate the environmental review process as provided in this section.

NEPA – The National Environmental Policy Act (NEPA, 42 U.S.C. §4321 et seq., 1969) establishes the broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that significantly affects the environment.

NEPA requirements are invoked whenever FAA approval of a project is required. The FAA determines whether its approvals would trigger a Categorical Exclusion, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).

1.9. Airport Land Use Commission Review

The Airport Land Use Commission (ALUC) typically reviews development projects on properties surrounding an airport, not on airport property itself. The Commission's jurisdiction covers the area surrounding the airport within a specified distance, called the Airport Influence Area (AIA), which is

determined by the type and size of the airport. The AIA typically extends beyond the airport property, and the commission's authority covers all land use decisions within this area.

However, if a proposed development project on airport property involves a change in land use or zoning, the ALUC may have jurisdiction to review and approve the project. In this case, the City would need to submit the project to the ALUC for review and approval before proceeding.

It is the City's role, in conjunction with Airport Land Use Commission, to review and determine if the proposed project and associated development are compliant with the Livermore Land Use Compatibility Plan. If a proposed project is determined to be subject to ALUC review and approval, the applicant shall develop required documentation for review by the City and ALUC.

2. LEASING PRACTICES

The leasing practices set forth in this section are summarized in Appendix 7.4. Note: procedures and timelines stated herein are recommended and may be adjusted by the City Manager who has the capacity to recommend alternate timelines to meet demands of the project based on complexity and good faith effort of the Developer.

2.1. Expression of Interest

Unsolicited Interest – Interested parties may approach the City to express unsolicited interest in developing (or redeveloping) aeronautical or non-aeronautical land and/or Improvements at the Airport. All unsolicited interest in development (or redevelopment) will be directed to the Inter-Departmental Staff Review Team (IDSRT), through the Airport Manager. The IDSRT will include the Airport Manager, the Director of Public Works, and representatives from the Community Development Department, City Manager's Office and City Attorney's Office.

The interested party shall initiate the process by contacting the Airport Manager in writing (via email or mail) and requesting a pre-submittal meeting with the IDSRT to discuss the proposal concept. This meeting will provide the interested party with the opportunity to discuss the proposed operation, layout plan, uses, and development concept(s). This meeting also provides the opportunity for the interested party to obtain general comments regarding the feasibility of the proposal concept and identify potential issues, problems, or challenges.

At the IDSRT's discretion, additional meetings may be requested with the interested party to further discuss the proposal concept, along with additional supporting information or documentation.

The IDSRT will evaluate all proposals based on the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and in conformance with the General Requirements set forth in Section 1.6. An evaluation form is included in Appendix 7.5.

Following the initial meeting(s) with the interested party and submission of any supporting information, the IDSRT, through the Airport Manager will , within sixty (60) calendar days, provide written rejection of the unsolicited proposal concept in conformance with Section 2.9, or request the entity submit a formal Commercial Operator and Lessee Application (Application) as discussed in Section 2.2. In the alternative, the City reserves the right to proceed with a Competitive Proposal Process as described in this Section (City Initiative).

City Initiative – If Airport land and/or Improvements exist or become available, in the City's sole discretion, the City may issue a Request for Interest (RFI), Request for Qualifications (RFQ), and/or a Request for Proposal (RFP).

- Guidelines for development of the RFI/RFQ/RFP document are provided in Appendix 7.6.
- The City may advertise the RFI/RFQ/RFP opportunity. Advertising Guidelines are provided in Appendix 7.7.
- The RFI/RFQ/RFP will specifically include as evaluation criteria the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and General Requirements set forth in Section 1.6.

The City may, in its sole discretion, hold a pre-proposal meeting with interested parties to: (a) discuss the RFI/RFQ/RFP opportunity, document, and/or related processes, (b) conduct a tour of the Airport and/or the

subject land and Improvements with the IDSRT, and (c) provide prospective respondents with the opportunity to ask questions.

After the stated deadline, the City shall review the submittals for compliance with the RFI/RFQ/RFP specifications and criteria and shall rank the submittals.

- Submittals received after the stated deadline may not be considered and may be returned unopened.
- The City may, in its sole discretion, interview respondents.
- The City has the right, with or without cause, to reject any or all submittals, to advertise for new submittals, and/or to modify any or all RFI/RFQ/RFP processes. The City will notify respondents of any changes to the process or submittal requirements.
- The City shall be under no obligation to make an award or to make an award to the respondent specifying the highest level of compensation to the City.

Upon completion of an RFI process (if utilized), the City may, or may not, in its sole discretion, invite respondents to respond to an RFQ or RFP. Upon completion of an RFQ process (if utilized), the City may, in its sole discretion, invite the most qualified respondents to respond to an RFP.

- If only one respondent expresses interest or is considered qualified by the City, the City may, in its sole discretion, negotiate a Memorandum of Understanding (MOU) and a Disposition and Development Agreement (DDA) with the qualified respondent without issuing an RFQ/RFP.

Upon completion of an RFP process (if utilized), the City may select the best respondent in the City's sole discretion.

Once selected, the City and the selected respondent shall utilize the MOU and DDA process outlined in Section 2.4. If the City and the selected respondent are unable to reach agreement on either an MOU or a DDA, at the sole discretion of the City, the City may terminate negotiations and negotiate with the next best respondent and so on.

Initiative of Others – If, during an Application process occurring outside of an RFI/RFQ/RFP process, another qualified entity expresses interest in leasing and demonstrates an immediate need for the subject land or Improvements (as outlined in Section 2.5), the City may, in its sole discretion, negotiate with the entity(ies) and/or issue an RFQ/RFP in which case, the Competitive Proposal Process described in this Section shall be followed.

However, once the MOU (as discussed in Section 2.4) is: (a) executed by the Applicant and City, and (b) the earnest money deposit has been provided to the City, the City is under no obligation to negotiate with any entity other than the Applicant or issue an RFQ/RFP.

2.2. Application for Leasing Land and/or Improvements

If desirous of leasing Airport land and/or Improvements on a long-term basis (i.e., greater than one year), entities with or without a current Development Agreement shall complete all relevant and applicable sections of the Application and submit to the Airport Manager for consideration by the IDSRT.

New Agreements shall be subject to all applicable Legal Requirements; Federal Aviation Administration (FAA) regulations, obligations, and guidance; the Airport's policies, standards, rules, regulations, and directives; the City's zoning, building, fire, and safety codes; Goal, Objectives, and Development Priorities, established in Section 1.2, including Resolution 2010-058 (Appendix 7.1), and General Requirements set forth in Section 1.6; and all other Legal Requirements of any Agency having jurisdiction.

A non-refundable application fee shall be submitted with the Application, as stipulated in the Airport's Rents and Fees Schedule.

2.3. Approval Process

Once Applicant has submitted a completed Application to lease Airport land and/or Improvements on a long-term basis, Applicant shall submit any additional information, data, and/or documentation that may be required or requested by the IDSRT or City to evaluate the Application. Incomplete Applications will not be accepted. Applications that do not comply with this Policy shall be rejected in accordance with Section 2.9. The City will convey the reason(s) for rejecting the Application in writing to the Applicant.

2.4. Approved Application Processing

Within ninety (90) calendar days of the Airport Manager receiving a completed Application, the following processes should be completed:

- The IDSRT shall conduct an initial review to ensure the Application is compliant with the qualifications, standards, and requirements established by the City including the Minimum Standards and Airport Rules and Regulations, located at: https://www.livermoreca.gov/home/showpublisheddocument/5677/637238462369030000

- If initially approved by the IDSRT, the Application shall be presented to the Airport Commission for review and consideration. The Airport Commission may either:
  - recommend rejection of the proposal in accordance with Section 2.9 or
  - recommend that the City Council approve the proposal and authorize the City Manager to negotiate and execute an MOU.
- Unless the Application is rejected in accordance with Section 2.9, the City shall convey to the Applicant the key terms and conditions (including rents, fees, and other charges) that have been established by the City for leasing the Airport land and/or Improvements identified by the Applicant.

Within thirty (30) calendar days of receiving the key terms and conditions from the Airport Manager, the Applicant shall indicate if the key terms and conditions established by the City are acceptable to the Applicant.

- If the key terms and conditions established by the City are not acceptable to the Applicant, the Applicant shall present to the IDSRT, through the Airport Manager revised key terms and conditions that are acceptable to the Applicant within thirty (30) calendar days of receiving the information from the City.
- The City, through the IDSRT, may negotiate the revised key terms and conditions with the Applicant and/or initiate the Competitive Proposal Process described in Section 2.1.
- If the City and the Applicant are unable to reach agreement on the revised key terms and conditions within thirty (30) calendar days of the time the information is presented to the City by the Applicant, the City is not obligated to lease Airport land and/or Improvements to the Applicant and may cease further negotiations.

Public Engagement Plan and Memorandum of Understanding - If the City and the Applicant reach agreement on key terms and conditions, the Applicant shall: (a) sign a Memorandum of Understanding (MOU) with the City outlining the key terms and conditions, and (b) pay an earnest money deposit in cash or letter of credit to the City in the amount equivalent to the rents, fees, and other charges (total compensation) estimated for the proposed use of the property or one thousand dollars ($1,000), whichever

is greater – as evidence of the Applicant's good faith to enter into a Development Agreement with the City. The signed MOU, including the Public Engagement Plan (PEP) required in Section 1.7, shall be presented for consideration to the City Council. The City Council may either reject the MOU in accordance with Section 2.9 or authorize the City Manager to negotiate a Development Agreement with the Applicant.

- If an MOU is not executed by the City Council and the Applicant within sixty (60) calendar days of reaching agreement on key terms and conditions which includes an earnest money deposit, the City is not obligated to lease Airport land and/or Improvements to the Applicant and the earnest money (if provided) shall be returned to the Applicant, without interest.

Once the MOU is executed by the parties and earnest money deposit received, the Applicant shall submit five copies of the Concept Plan (in accordance with Section 5.1) to the City within forty-five (45) calendar days. The City shall review the Concept Plan and address all preliminary questions or concerns with the Applicant. The Applicant may be required to meet with the City to present and discuss the Concept Plan.

Upon acceptance of the Concept Plan (as applicable) or upon execution of the MOU, a draft Disposition and Development Agreement (DDA) which includes the terms and conditions of the MOU, shall be prepared by the City for review by the Applicant. The Applicant and City staff may work together to discuss and finalize the terms of the DDA.

- If the Applicant does not agree to and execute the DDA within sixty (60) calendar days of receiving the draft Development Agreement, the earnest money deposit may be forfeited by the Applicant to the City.

After the City Council approves the MOU, the Applicant shall also begin preparation of a complete Planning Entitlement package. This may include, but is not limited to:

- A completed Planning General Application for all applicable Planning Entitlements; and
- Site plans, building elevations, and floor plans, building colors and materials, civil engineering plans, circulation plans, any special studies or analysis needed for environmental review and related documents and materials as required by the City's Planning Division; and
- All applicable fees required for permit processing, environmental, and project review.

The Planning Entitlements and a copy of the DDA executed by the Applicant shall be reviewed and approved or denied by the City Council.

Once the City Council approves, and the City executes, the DDA , the Applicant shall pay a security deposit in the form of cash or a letter of credit – in the amount equal to twenty-five percent (25%) of the rents, fees, and other charges (total compensation) for the first year of the Development Agreement or two thousand five hundred dollars ($2,500), whichever is greater – to the City. The earnest money may also be applied to the security deposit.

- If the Applicant does not pay the security deposit to the City, the Development Agreement shall be voided, and the earnest money shall be forfeited by the Applicant to the City.

Following approval of all applicable Planning Entitlements and prior to applying for a building permit, the Applicant shall deliver to the City within one-hundred twenty (120) calendar days:

- Complete set(s) of final construction drawings, signed by an architect or engineer certified or licensed in the State; and
- One complete as-built drawings including plan map set following completion of the project.

Failure to Comply - Applicants' failure to comply with specified response time periods, or any provision of the Development Agreement, may result in the termination of the Development Agreement. All negotiations may cease, and the earnest money and/or security deposit may be forfeited to the City.

2.5. Demonstrating Immediate Need

An entity seeking to lease Airport land and/or Improvements must demonstrate the entire land area(s) and/or the entire Improvement(s) seeking to be leased will be Immediately utilized. At the City's sole option, a phased development of Airport land may be considered which should include specific development milestones within the Agreement.

2.6. Public Disclosure

Applicants and RFI/RFQ/RFP respondents should be aware that the City is subject to the California Public Records Act (Gov. Code section 7920.000 et. seq.), which may give the public the right to examine documents in possession of a California Agency unless an applicable legal exemption applies.

If an Applicant or respondent clearly identifies any proprietary and/or Confidential Information submitted to the City and the City receives a request from the public for release of such information, the City shall comply with State law regarding notification to Applicant. Applicant or respondent understands that City may be required to disclose Confidential Information pursuant to judicial action, governmental regulations or investigation, or other requirements.

2.7. Reversion of Improvements

Unless otherwise stated in an Agreement, upon expiration or earlier termination of the Agreement, at City's option, the ownership of all Improvements made to the leasehold shall revert (transfer) and become the sole property of the City. If the City elects not to claim the Improvements, the Lessee shall remove and/or demolish any and/or all Improvements (as designated by the City) and return the Leased Premises to its original condition and character, ordinary and reasonable wear and tear excepted.

2.8. Term of Agreement

The term of an Agreement shall be commensurate with the dollar amount of Capital Investment made by the Lessee in the Leasehold Premises and/or Airport infrastructure, consistent with the capital investment formula as adopted by the City from time to time. In any event, the maximum term of an Agreement, including option periods, may not exceed forty (40) years. When no Capital Investment is made, the term of the Agreement shall be at the discretion of the City but may not be greater than 20% of the term of the previous Agreement (if an existing Lessee) or 5 years, whichever is less.

2.9. Possible Grounds for Rejecting an Application or Proposal

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City at its sole discretion may reject any proposal or application in conformance with Legal Requirements including, but not limited to, any one or more of the following reasons (as determined in the sole discretion of the City):

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.

- The City or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not demonstrated to be realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvements at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Tenants, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake, sustain, and maintain the proposed activity and/or Improvements.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity and/or improvements.
- The entity seeks terms and conditions which are inconsistent with the Minimum Standards, Airport Rules and Regulations, this Policy, and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity's interests and/or the proposed activity, Improvements, or use, is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.
- The entity has been a party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.
- The proposed activity is determined not to be the highest and best use of the property.

3. LEASEHOLD DEVELOPMENT

3.1. General

This Policy does not address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the City (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 5.2) is acceptable to the City.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having the same or equivalent specifications may be utilized if approved in advance and in writing by the City. No occupancy of any Improvement shall be permitted before completion and a Certificate of Occupancy (CO) is issued by the Agency having jurisdiction.

3.2. Environmental Quality

The City encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer, and (d) design features and the use of construction methods, techniques, and/or industry best practices that focus on sustainability, conserves energy, and reduces impacts on natural resources.

The City shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The City will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gullying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, or destroys animal habitats.

3.3. Provision of Necessary Airport Land and/or Improvements

The City encourages development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the City encourages development that:

- minimizes aircraft, vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of stormwater runoff anticipated and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;
- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has paved road access for Emergency Services; and
- consists of Improvements that make highest and best use of the land area with reasonable land to Improvement ratios.

3.4. Manmade and Natural Hazards

The City requires development that does not expose others to avoidable natural and manufactured hazards. As such, the City encourages development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

3.5. Reuse of Resources

The City encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.

3.6. Restricted Improvements

Temporary Building – Portable buildings which are intended to be in place for six (6) months or less shall be deemed to be temporary. Temporary buildings including offices or storage facilities shall not be placed on the Airport without the prior written approval of the City through the Temporary Use Permit (TUP) process. Temporary buildings are subject to Livermore Development Code Chapter 9.09, *Temporary Use Permits*, as it exists today or amended.

- Portable/mobile homes or recreational vehicles are prohibited from being placed on the Airport.
- A request for approval of any temporary building shall be submitted to the Airport Manager and Community Development Department for review and approval through the TUP entitlement process. The request must include a site plan showing the proposed location, access plan, size, construction material, purpose, and provisions for dismantling and/or removal no later than thirty (30) calendar days after development of permanent Improvements are completed.

Temporary buildings may only be utilized for construction management purposes and/or while engaging in Commercial Aeronautical Activities during development or renovation of permanent Improvements.

Obstruction Marking and Lighting – All proposed Improvements and/or renovations shall conform with CFR Part 77 and shall not be deemed a hazard to air navigation. No development shall be permitted or approved by the City that establishes a hazard or creates a nonconforming Improvement or natural vegetation that increases the hazard to air navigation.

- Entities shall prepare and submit FAA Form 7460-1 *Notice of Proposed Construction or Alteration* and all required attachments/exhibits to the FAA and City. All Improvements shall conform with FAA obstruction lighting/marking requirements. Entities shall, at its sole cost and expense install, operate, and maintain required markings and/or obstruction lighting deemed necessary by the FAA, City, and any other Agency having jurisdiction.

4. DESIGN CRITERIA

4.1. Accessory Buildings

All accessory buildings shall be identified on the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Accessory buildings include any building serving a purpose customarily incidental to the principle use of the main use, structure and/or building, and which does not change the character of the principal use. Accessory buildings include any building(s) that are intended to be in place for more than six months and not considered a temporary building (as described in Section 3.6). Accessory buildings shall match the architectural design and materials of the main Improvement and comply with Livermore Development Code Section 4.02.030, *Accessory Structures*, as it exists today or amended.

4.2. Changes, Additions, and Deletions

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan (as outlined in Section 5.2) shall be submitted to the Airport Manager and Community Development Department and approved in writing by the City. Changes, additions, or deletions shall match the architectural design and materials of the main Improvement. Changes, additions, and/or deletions shall conform to all applicable codes, ordinances, or other Legal Requirements.

4.3. Aircraft Accesses

To allow for the safe, secure, and efficient operation of aircraft and to minimize potential conflicts with vehicles and pedestrians:

- all aircraft access points (i.e., Taxiways and Taxilanes) shall meet the design standards stipulated in Advisory Circular (AC) 150/5300-13A *Airport Design*, as may be amended;
- a minimum of 40 feet of frontage Ramp is required between the edge of the access Taxiway or Taxilane and the closest exterior wall of any hangar;
- frontage Ramp shall be constructed or leased and able to accommodate the largest aircraft the hangar is designed to accommodate and shall comply with the Minimum Standards;
- if two hangars (excluding rows of T-hangars or Executive Hangars) access a common Taxiway or Taxilane, a minimum of at least 40 feet of access Taxilane shall be required between the two frontage Ramps, edge to edge;
- where a common access Taxilane is required, the Lessee (Sublessee, if applicable) shall be required to lease and construct at least one-half of the required access Taxilane;
- a maximum of two vehicle or pedestrian access points shall be permitted to the Ramp, Taxiway, or Taxilane; and
- each access point must be under video surveillance with appropriate signage identifying such.

4.4. Antennae

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, aircraft, or vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view. FAA Form 7460-1 *Notice of Proposed Construction or Alteration* shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.5. Ramps

Operators providing rotary wing aircraft parking shall adhere to the design standards described in AC 150/5390-2C *Heliport Design*, as may be amended. Operators providing fixed wing aircraft parking shall adhere to the design standards described in AC 150/5300-13A *Airport Design*, as may be amended.

4.6. Improvement Height

The overall height of any Improvement shall be dependent on the type of use (or activity) and/or the current or projected size of aircraft using the Improvement. Only those Improvements not considered an obstruction under 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, as determined by the FAA and approved by the City, and consistent with City zoning requirements shall be constructed.

4.7. Doors

Hangar doors shall be sliding, overhead, or bi-fold, consistent with industry best practices, based on the size of the hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for hangars) and shall complement the building from a design and color perspective.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements.
- All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color perspective.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color perspective.

4.8. Exterior Lighting and Security

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. The lighting plan shall be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended. In addition, the lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare, interference with Airport, aircraft, or vehicle operations, or illuminate areas outside of the intended area including adjacent land and/or Improvements; and
- height of exterior light poles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.9. Exterior Materials

Exterior building materials shall be compatible with adjacent buildings and shall not affect Airport, aircraft, or vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, aircraft, or vehicle operations. Reflective glass and/or other reflective materials will not be approved by the City. All building materials must be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended.

Samples of exterior building materials and colors shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Building exteriors shall use a neutral earth-tone color palette compatible with existing Improvements at the Airport.

4.10. Exterior Storage

Unless approved in advance and in writing by the City, outside storage of any article, good, material, machinery, equipment (excluding Refueling Vehicles and ground support equipment), tools, trees, shrubs, plants (except approved landscaping), or similar items shall be visually screened from public view consistent with Livermore Development Code Section 6.03.100, *Outdoor Storage*, as it exists today or amended.

No storage shed or accessory building other than the main Improvement shall be permitted except during construction or unless approved in writing by the City with a TUP entitlement prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main Improvement or effectively shielded from view and shall be approved in writing by the City prior to construction.

4.11. Fences, Gates, and Buffers

Required fencing, gates, and buffers shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Submittal shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, and (c) other unique design features or considerations. Fences must be consistent with Livermore Development Code Section 4.05.040, *Fences and Screening*. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and consistent with the City of Livermore Design Standards and Guidelines, as they exist today or amended. Fences and gates shall be properly maintained, fully functional, and in good appearance.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to aircraft Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to aircraft Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

4.12. Garbage and Recycling Containers

Exterior garbage and recycling containers must be consistent with Livermore Development Code Section 6.03.130, *Solid Waste and Recycling Container Enclosures*, as it exists today or amended. Exterior garbage and recycling containers must be equipped with securely fastened lids and shall be screened on all sides from view. All areas utilized for garbage and recycling container locations shall be paved.

4.13. Flagpoles

All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, aircraft, or vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code (U.S.C.). Flagpoles are subject to Livermore Development Code Section 4.02.040, *Special Height Regulations*, as it exists today or amended.

4.14. Grading and Drainage

A site plan indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the Agency having jurisdiction prior to performing any grading.
- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the City's SWPPP.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C *Airport Drainage Design*, as may be amended.
- All other applicable requirements as set forth in the Livermore Development Code.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage.

Unless otherwise approved by the City, the elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land.

Gutters and downspouts shall be used to facilitate drainage from roofs.

Hangar floor drainage shall flow through an oil/water separator in compliance with the Airport's SWPPP and applicable Legal Requirements.

4.15. Landscaping

The City encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, vehicle parking areas, and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to the approved landscaping and irrigation plan submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Landscaping is subject to Municipal Code Chapter 13.235, *Water Efficient Landscape*, Livermore Development Code Chapter 4.05, *Landscape Standards*, and the City of Livermore Design Standards and Guidelines, as they exist today or amended.

- Landscaping materials shall be installed prior to Certificate of Occupancy (CO).
- All landscaping shall be maintained and repaired and kept in good appearance on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.

Areas with road frontage shall be landscaped with berms and/or shrubbery to provide effective screening of aircraft or vehicle parking areas.

- Berms and/or shrubbery shall have a maximum height of four feet, as measured from the aircraft and/or vehicle parking area.

- Berm slopes shall not exceed two feet horizontal to one foot vertical (2:1) with a three foot wide flat crown.
- Lessee (Sublessee, if applicable) shall provide shade trees indigenous to the area that conform to all applicable codes, ordinances, and Legal Requirements in all vehicle parking areas.

Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping materials shall be indigenous to the State and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including aircraft. Decorative bark and seed or fruit bearing trees will not be approved by the City.

All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water. Landscaping materials shall be compatible with the surrounding land and Improvements and shall not pose a hazard to Airport, aircraft, or vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, (b) not obscure ATC line of sight, and (c) not exceed 25 feet above ground level.

4.16. Loading and Service Areas

In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be paved.
- Loading docks or service areas shall not be visible from the street. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words “Loading Zone” in black lettering.

4.17. Open Sided Buildings

Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of aircraft shade ports and/or wash racks.

4.18. Pedestrian Circulation

Pedestrian movement shall be safe, convenient, and orderly. Pedestrian circulation must be consistent with Livermore Development Code Section 4.04.070.B, *Pedestrian walkways and bicycle paths*, and City of Livermore Design Standard and Guidelines, as they exist today or are amended. Walkways shall conform with applicable codes, ordinances, and Legal Requirements. Convenient pedestrian access from all aircraft and vehicle parking areas to building entrances shall be provided. Pedestrian walkways shall be constructed of concrete. Bituminous asphalt, dirt, and gravel walkways will not be approved by the City. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended, and any other applicable Legal Requirements. Pedestrian access to Restricted Areas shall be controlled with a security pass, key card, access gate or other approved security access system.

4.19. Residence

No building, vehicle, Equipment, or aircraft shall be used as a place of residence either on a temporary or permanent basis.

4.20. Setbacks

To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including aircraft, vehicle, and Emergency Vehicle access), the following setbacks shall be met and maintained:

Minimum Building Setback Requirements

- Refer to the applicable zoning regulations set forth in the Livermore Development Code, Part 3, *Specific to Zones*.

Vehicle Parking Area Setback Requirements

- Parking is prohibited within a setback area.
- Refer to Livermore Development Code Section 4.05.30, *Parking Lot Landscaping*, for additional requirements within a potential setback area.

Utility Transformer or Meter Setback Requirements

- Street right-of-way: minimum of five feet.
- Side lot line:
  - With Ramp – minimum of 10 feet
  - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the ALP. The City shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxilane, or Taxiway edge.

The entire setback area shall be graded and seeded, sodded, or landscaped between the lot lines and from the Ramp to the building face in a manner that produces an acceptable lawn or landscaped area with exception of the areas which are required for Ramps, driveways, roadways, walkways, or vehicle parking areas.

The City reserves the right to evaluate this Section where the requirements are subject to modification, since different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; aircraft Design Group; location on the Airport; and adjacent or surrounding land and/or Improvements.

4.21. Signage

Signage shall conform to applicable codes, ordinances, and Legal Requirements and be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, the natural environment, and the overall character of the lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of aircraft, vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to installation of signage.

General – All existing signs, on the date of adoption of this Policy, are considered approved by the City if the signs do not create a hazard to Airport, aircraft, or vehicle operations, and/or pedestrians and if the signs comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

Signage must be consistent with Livermore Development Code Chapter 4.06, *Sign Standards*, and City of Livermore Design Standards and Guidelines, as they exist today or are amended.

4.22. Buildings

Buildings shall be masonry, concrete, or steel frame load bearing construction.

Wood framed buildings will not be approved by the City.

4.23. Utilities

A utilities plan identifying all utilities shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee (Sublessee, if applicable) is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee (Sublessee, if applicable) from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee (Sublessee, if applicable).
- Lessee (Sublessee, if applicable) or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

4.24. Vehicle Parking

A landside vehicle parking area plan describing the vehicle parking layout shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction.

All vehicle parking areas shall be paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.

Number of Vehicle Parking Spaces – Vehicle parking areas shall provide parking consistent with Livermore Development Code Chapter 4.04, *Parking Standards*, as it exists today or amended. In addition, the following parking ratios apply:

- One vehicle parking space per 1,000 square feet up to 20,000 square feet of building area which is used for aircraft storage and/or maintenance. One vehicle parking space per 2,000 square feet of building area in excess of 20,000 square feet.

- One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be "van-accessible".

5. PROCEDURES FOR DEVELOPMENT CONCEPT APPROVAL

5.1. Concept Plan

At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map with scale (1" = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and legal description of the lot;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- number and location of vehicle parking areas based on building square footage estimates;
- designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc.;
- fencing and security gates;
- topographic map depicting existing and proposed contours;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- internal site circulation and designation of public and private streets;
- designated open space;
- proposed schedule for completion of the Development Plan (as outlined in Section 5.2).

5.2. Development Plan

The Development Plan shall include a complete set of plans and specifications that fully define the proposed land use as described in the listed in the City's Plan Set Requirements for Planning Applications handout. The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development's access points.

The City will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets. An electronic copy of the Development Plan shall also be provided.

To be accepted by the City, the Development Plan shall include the documents listed in the City's Plan Set Requirements for Planning Applications handout and the following items and requirements:

Letter of Intent – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

Letter from Water and Sewer Providers – Based on written notification to the providers from the Applicant of the intent to develop the site which includes an estimated total number of gallons per day of water requirements and an estimated number of gallons per day of sewage to be treated, both based on total building square footage and use, letters from the proposed water and sewer providers shall include proof that the provider has the ability to fully serve the development according to the requirements identified by the Applicant.

In the case of a proposal for utilization of individual wells and/or septic tanks, the Development Plan shall clearly state that wells are proposed. The City will refer the entire submittal to the appropriate Agency having jurisdiction to obtain an opinion on the adequacy of the proposal.

Letter from Livermore-Pleasanton Fire Department (LPFD) – This letter shall identify the impacts of the proposed development on the LPFD (in general) and the LPFD's capabilities of servicing the proposed development (in particular).

Engineer Stamp – All plans and drawings shall be stamped by an engineer certified or licensed in the State of California.

Waiver Request Letter – This letter, which requests a waiver to the submittal process shall identify each item for which a waiver is requested and provide detailed justification for the request. This is a separate letter and it shall not be combined with or substituted for the Letter of Intent.

Review Fee – Checks shall be made payable to the City for the total amount of fees required as stipulated by the City.

Entitlement Fees – Checks shall be made payable to the City for the total amount of fees required as stipulated in the City's Master Fee Schedule.

Financial Plan – The Financial Plan shall include a statement of financial capacity from a qualified financial institution, a three-year historical income statement and balance sheet, a three-year historical statement of cash flows, a five-year projected income statement (or pro forma) for the proposed development, and a five-year projected statement of cash flows for the proposed development.

Development Agreement – Copy of executed Development Agreement.

Completed FAA Form 7460-1 – Notice of Proposed Construction or Alteration.

5.3. Requirements of the Federal Aviation Administration

Non-Aeronautical Uses – FAA approval may be required for any project involving non-aeronautical uses.

Possible Obstructions in the Navigable Airspace – 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace* establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define "imaginary surfaces" which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate these imaginary surfaces would, most likely, not be approved by the FAA in which case, it is unlikely that the City would approve the project as well.

Notice of Proposed Construction or Alteration – Once the Development Plan has the support of the City and once FAA Form 7460-1, *Notice of Proposed Construction or Alteration* has been completed by the Applicant, the City will submit the form to the FAA.

- FAA Form 7460-1, *Notice of Proposed Construction or Alteration* is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, and provide any additional or supplemental information requested by the FAA or the City to facilitate the approval process.

6. CONSTRUCTION PHASE

6.1. Pre-Construction Meeting

Prior to initiating construction, the City shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the City's safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

6.2. Permits, Licenses, Inspections, and Certifications

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

No construction shall be undertaken without first receiving a building permit.

6.3. Bonds

Contractor Construction Bond – Prior to the issuance of notice to proceed, Lessee's (Sublessee's, if applicable) contractor shall deliver to the City and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the City from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the City being named on the dual obligee rider.

Tenant Payment Bond – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the City with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

Surety Company's Financial Rating Requirement – All bonds shall be issued by a surety company certified or licensed to transact business in the State and satisfactory to the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond.

The surety company shall have a Best rating of A or better or be approved in advance and in writing by the City.

6.4. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in Appendix 7.8 and as may be required by Legal Requirements.

6.5. Clean-Up During Construction

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring on the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and functional condition, consistent with best practices.
- Failure to properly maintain the construction site may result in the City conducting or contracting the clean-up at the Lessee's (Sublessee, if applicable) or contractor's sole risk, cost, and expense.
- This is not to be construed as a duty or obligation of the City to provide or arrange for such clean up services.

6.6. Damages During Construction

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the City's sole discretion, shall reimburse the City for all damages to land, Improvements, vehicles, aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.

6.7. Erosion Prevention During Construction

To prevent loss of soil by water and wind erosion and to minimize the generation of dust, best practices combinations of the following approaches shall be used during construction.

- A dust mitigation plan shall be submitted and approved by the City prior to the start of construction.
- Only the smallest possible area of cleared land shall be exposed.
- Provisions shall be made to effectively accommodate increased runoff caused by changes to soil and/or surface conditions.
- Permanent surfacing and landscaping shall be installed as soon as practical.
- Temporary mulching shall be used for imported fill that may be subject to erosion.
- Cleared land shall be watered down at frequent intervals to minimize the creation of dust.

6.8. Inspections

The City or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans, specifications, drawings, and related documents (as submitted in the Development Plan outlined in Section 5.2 and approved by the City) are being met (and the work is being accomplished) in a safe, secure, efficient, and prompt manner and in accordance with the Airport's operational and coordination requirements.

- This would include, but not be limited to, construction methods, techniques, processes, and procedures; materials and finishes; vehicles, equipment, and tools; and personnel.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

6.9. Protection of Property and Work in Progress

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

6.10. As-Built Drawings

Within thirty (30) calendar days of project completion, the Applicant shall submit reproducible as-built 11" x 17" CAD drawings of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to the Airport's benchmark using the station/offset system. The as-built drawings shall be signed by an engineer or land surveyor certified or licensed in the State.

7. APPENDIX

7.1. Airport Development Priorities

APPENDIX B

City of Livermore - Airport Policy Resolution

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING AIRPORT OPERATIONAL AND DEVELOPMENT POLICIES

The City's General Plan states in Goal CIR-8 that the City will "support and protect safe and efficient aviation operations at the Airport". In support of that goal and the City Council's desire to communicate its position on future Airport development, staff recommends that the Council support, to the extent feasible under federal law and the City's Grant Assurances with the Federal Aviation Administration, the following policies to guide the Airport Advisory Commission and staff in the future development of the Airport:

1. Future development at the Airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the Airport Advisory Commission, and shall be based on tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft having to fly to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport.

2. Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities are in need of significant rehabilitation, improvement, or replacement.

3. The City Manager, Public Works Director, and Airport Manager shall take no action to solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport. However, small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region shall be encouraged to support the local economy and ensure economic vitality, and staff shall endeavor to establish this type of business.

4. The City does not intend to extend the existing runways.

5. The City will aggressively foster the reduction of aircraft noise through voluntary noise reduction efforts, especially during night hours. The City will participate in federal lobbying efforts to legislate the phase-out of high noise-producing jets.

6. In cooperation with other Tri-Valley Cities, the City will conduct periodic noise monitoring activities, and report these activities to local elected Boards at least once every two years.

7. The City will take necessary steps to enhance the Airport as the region's key disaster relief and recovery facility.

1 RESOLUTION NO. 2010-058

B-1

8. The City will continue to operate the Livermore Municipal Airport as an unsubsidized and self-sustaining public enterprise in a safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the preceding policies and procedures are established for the operation and development of the Airport:

On the motion of Councilmember Leider, seconded by Councilmember Williams, the foregoing resolution was passed and adopted on the 22nd day of March, 2010, by the following vote:

AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
SUSAN NEER

DATE: March 23, 2010

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

2 RESOLUTION NO. 2010-058

B-2

7.2. Definitions

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Livermore Municipal Airport (LVK).

Airport Land Use Commission (ALUC) – A local Agency responsible for ensuring compatibility between airports and the surrounding land uses

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Manager – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the City providing evidence of the insurance coverages and policy limits.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Competitive Proposal Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Confidential Information – Any information or data, regardless of whether it is in a tangible form, that is not generally available to the public and is clearly market and identified as “confidential”.

Development Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Disposition and Development Agreement (DDA) – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Minimum Standards.

General Aviation – All aviation with exception of Air Carriers and the military.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Legal Requirements – All applicable federal, state, City, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Ramp – Those paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the City has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

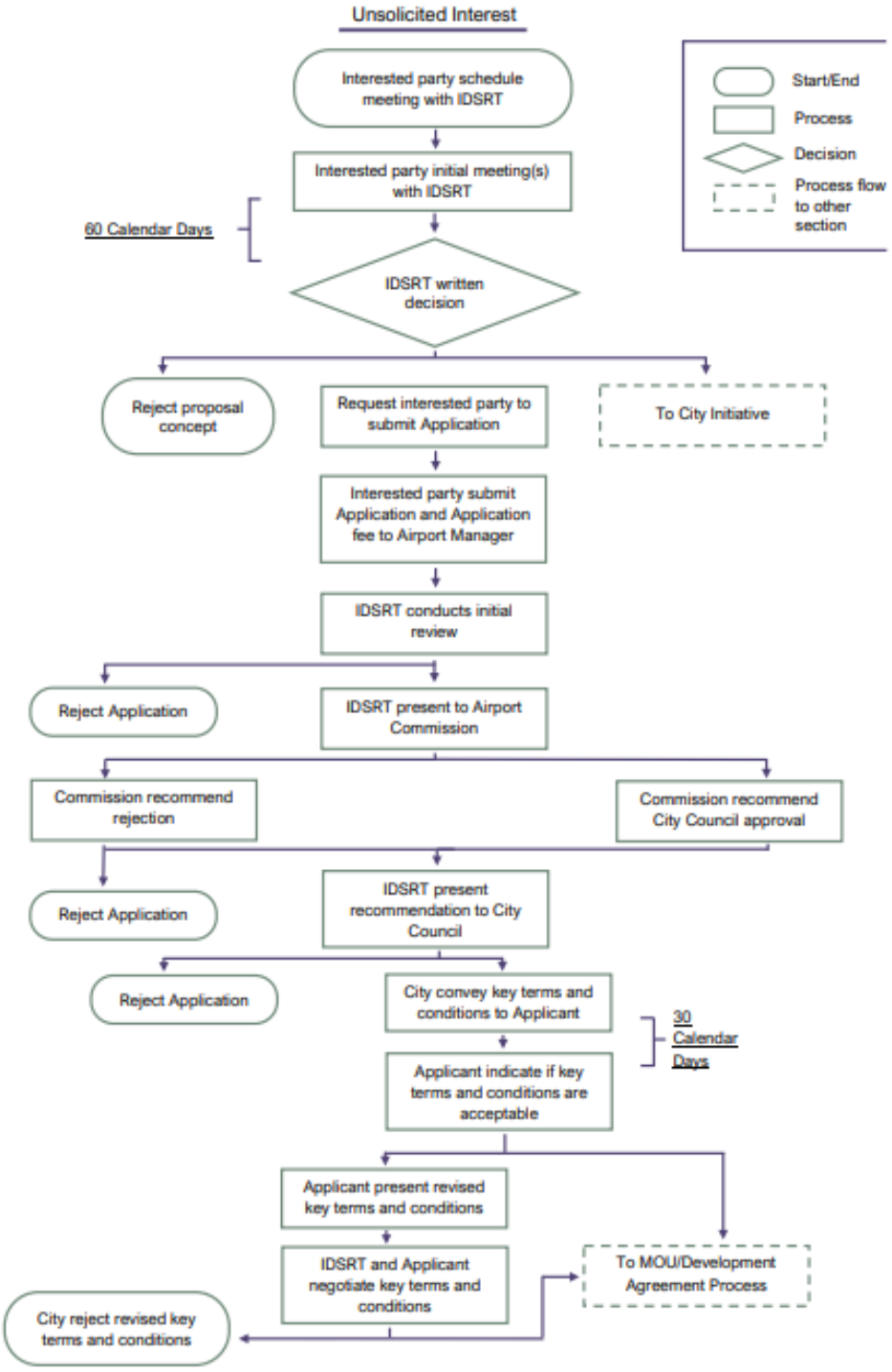
Tenant – A person, Association, or entity that has entered into an agreement with either the City or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

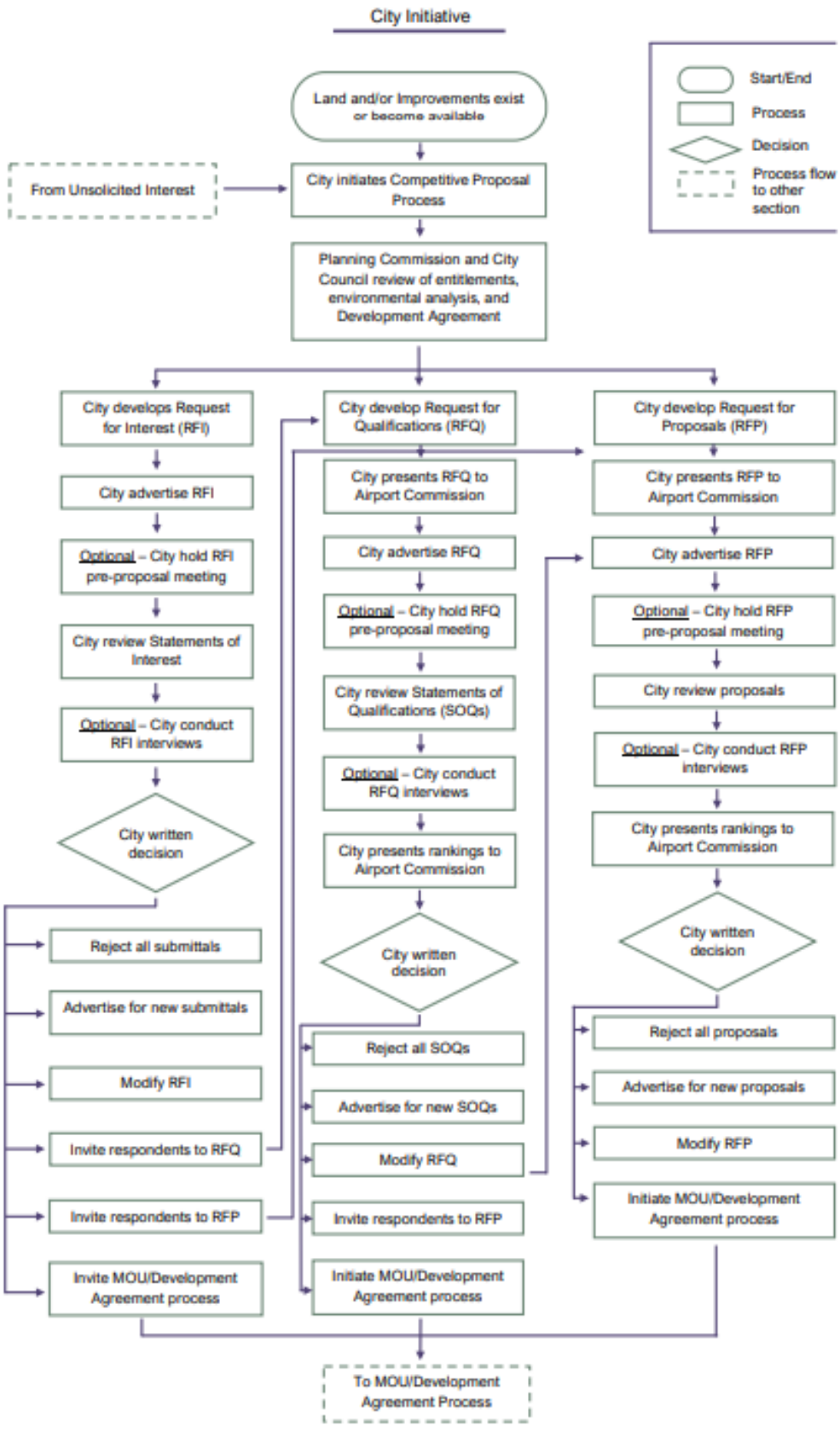
Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

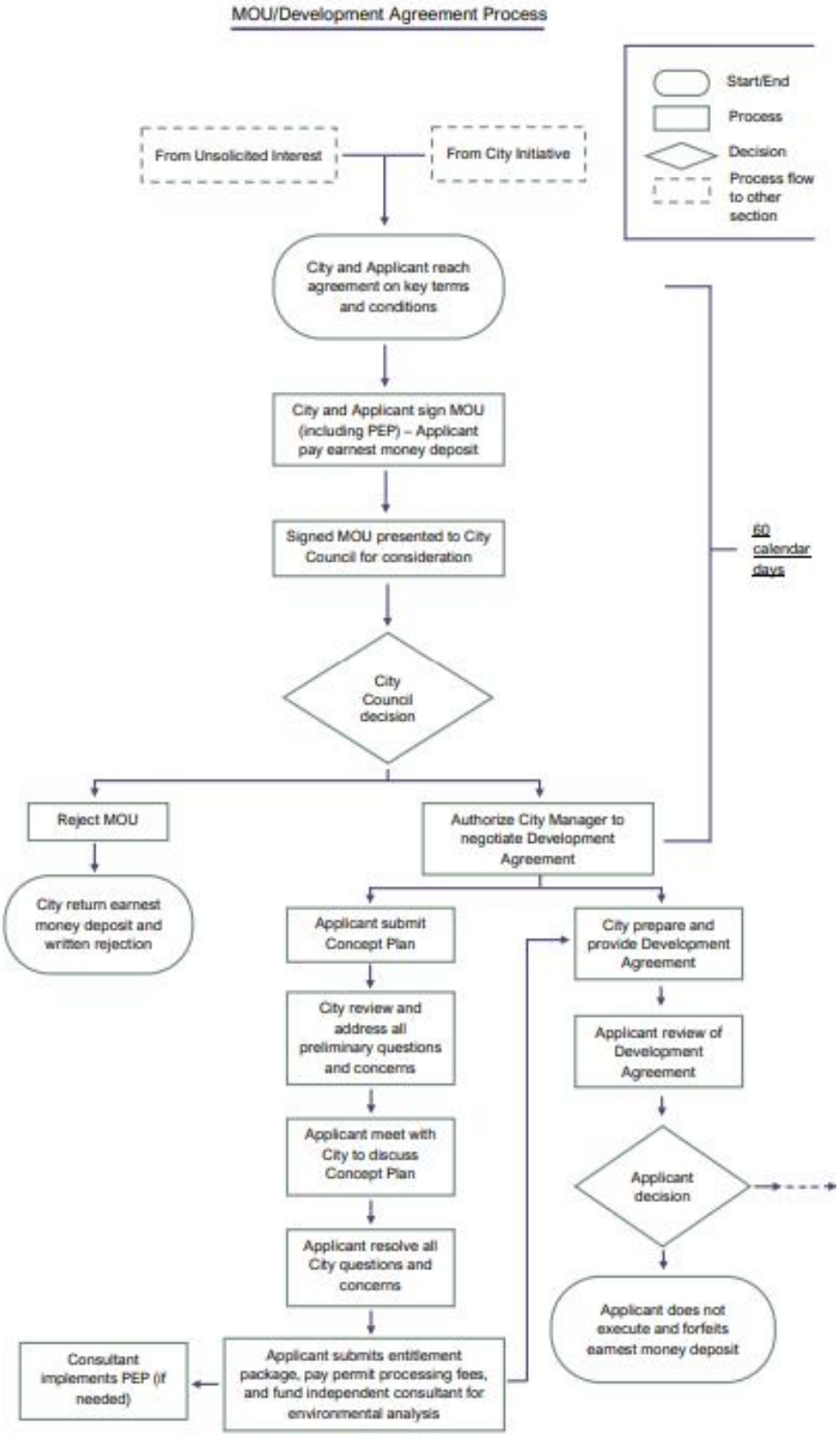
7.3. Acronyms

AC	Advisory Circular
ALP	Airport Layout Plan
ATC	Air Traffic Control
ALUC	Airport Land Use Commission
AOA	Air Operations Area
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CO	Certificate of Occupancy
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
IDSRT	Inter-Departmental Staff Review Team
MOU	Memorandum of Understanding
NEPA	National Environmental Protection Act
SASO	Specialized Aviation Service Operator
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
U.S.C.	United States Code

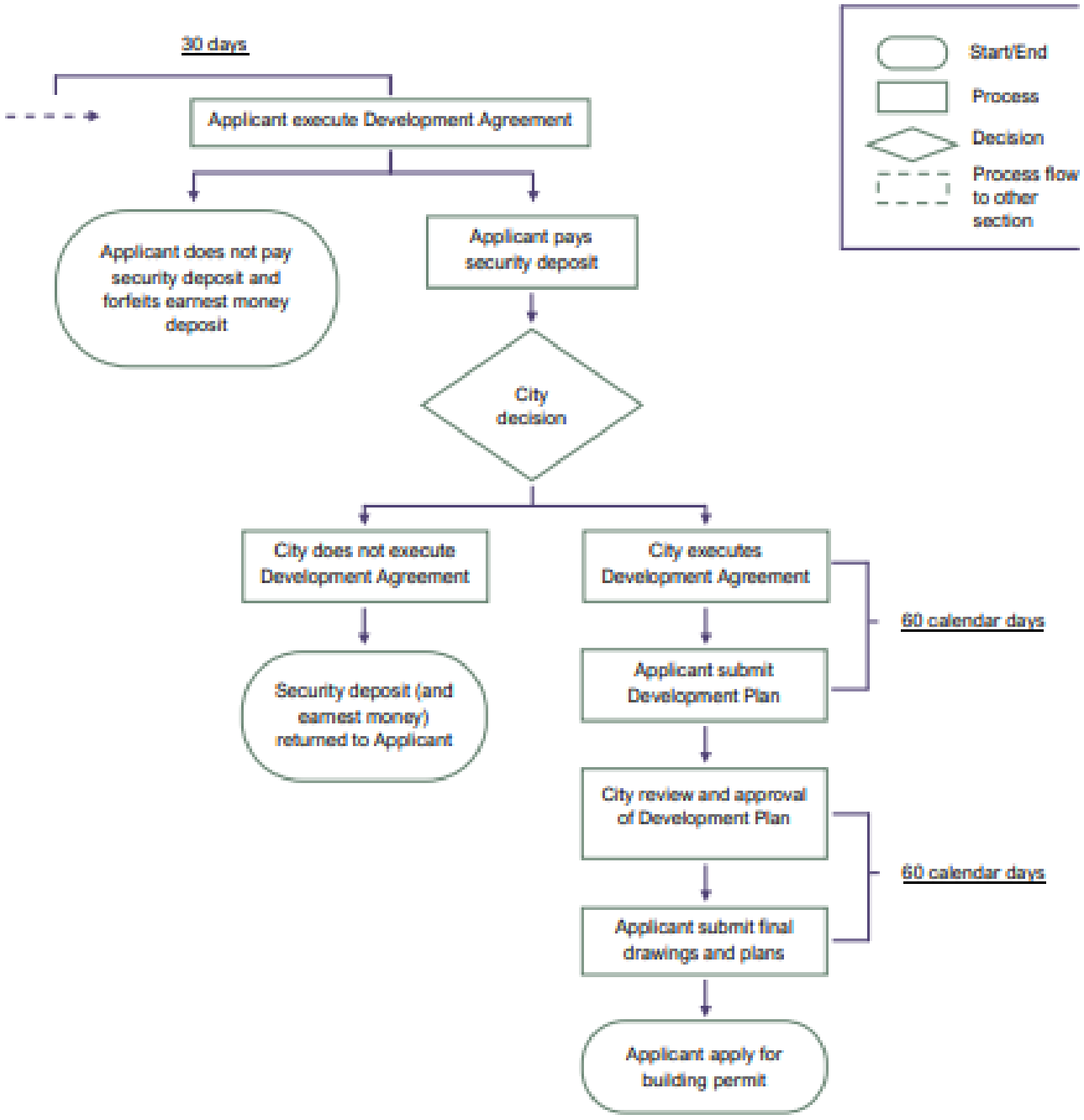
7.4. Leasing Practices Flowchart




City Initiative
Start/End
Process
Decision
Process flow to other section
Land and/or Improvements exist or become available
From Unsolicited Interest
City initiates Competitive Proposal Process
Planning Commission and City Council review of entitlements, environmental analysis, and Development Agreement
City develops Request for Interest (RFI)
City advertise RFI
Optional – City hold RFI pre-proposal meeting
City review Statements of Interest
Optional – City conduct RFI interviews
City written decision
Reject all submittals
Advertise for new submittals
Modify RFI
Invite respondents to RFQ
Invite respondents to RFP
Invite MOU/Development Agreement process
City develop Request for Qualifications (RFQ)
City presents RFQ to Airport Commission
City advertise RFQ
Optional – City hold RFQ pre-proposal meeting
City review Statements of Qualifications (SOQs)
Optional – City conduct RFQ interviews
City presents rankings to Airport Commission
City written decision
Reject all SOQs
Advertise for new SOQs
Modify RFQ
Invite respondents to RFP
Initiate MOU/Development Agreement process
City develop Request for Proposals (RFP)
City presents RFP to Airport Commission
City advertise RFP
Optional – City hold RFP pre-proposal meeting
City review proposals
Optional – City conduct RFP interviews
City presents rankings to Airport Commission
City written decision
Reject all proposals
Advertise for new proposals
Modify RFP
Initiate MOU/Development Agreement process
To MOU/Development Agreement Process


MOU/Development Agreement Process
Start/End
Process
Decision
Process flow to other section
From Unsolicited Interest
From City Initiative
City and Applicant reach agreement on key terms and conditions
City and Applicant sign MOU (including PEP) – Applicant pay earnest money deposit
Signed MOU presented to City Council for consideration
60 calendar days
City Council decision
Reject MOU
City return earnest money deposit and written rejection
Authorize City Manager to negotiate Development Agreement
Applicant submit Concept Plan
City review and address all preliminary questions and concerns
Applicant meet with City to discuss Concept Plan
Applicant resolve all City questions and concerns
Applicant submits entitlement package, pay permit processing fees, and fund independent consultant for environmental analysis
Consultant implements PEP (if needed)
City prepare and provide Development Agreement
Applicant review of Development Agreement
Applicant decision
Applicant does not execute and forfeits earnest money deposit

MOU/Development Agreement Process



7.5. Lease / Development Proposal Evaluation Form

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

Please provide a detailed description as to how the proposed development/redevelopment meets the following objectives:

- **Environmental** – Establish sustainable development practices to conserve natural resources and minimize adverse impacts on the environment.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community, including noise.
- **Function** – Encourage imaginative and innovative development of land and Improvements consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.
- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Preserve property values, enhance investments, and ensure the Airport is as self-sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, and Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impacts the visibility of airport lighting and/or signage,
- impairs the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endangers or adversely impacts the arrival, departure, or maneuvering of aircraft.

Please provide a detailed description as to how the proposed development/redevelopment meets the above general requirements.

7.6. RFI, RFQ, and/or RFP Document Guidelines

The content that may be included in each type of document is identified in the table that follows:

Item	RFI	RFQ	RFP
Objectives with respect to the opportunity	•	•	•
Responsibility for compliance with Legal Requirements		•	•
Overview of the community, the Airport, and the marketplace	•	•	•
Location (and approximate size) of the subject property	•	•	•
Complete and thorough description of the subject property		•	•
Anticipated use of the subject property	•	•	•
If Commercial, outline the desires with regard to the: (a) entity's qualifications and experience and (b) the range, level, and quality of General Aviation products, services, and facilities (and/or Improvements) to be developed		•	•
Anticipated lease term (duration)			•
Minimum rent for the subject property			•
If Commercial, identify the minimum fees and/or other charges for engaging in Activities at the Airport			•
Schedule that identifies key dates for the process	•	•	•
If necessary, the location, date, time, and requirement for attendance at a pre-proposal conference	•	•	•
Specific instructions regarding the content and format of the submission	•	•	•
Require a proposal bond or personal guarantee (that shall remain in effect for 180 calendar days), in the amount equal to the total rents, fees, and other charges proposed to be paid in the first month of the Agreement or $1,000 (whichever is greater)			•
Place, date, time, and any additional instructions for submission	•	•	•
Grounds for denial or disqualification and withdrawal			•
Evaluation and/or selection criteria to be utilized		•	•
Required forms, statements, and affidavits to be completed for submission			•
Draft of proposed Agreement and/or Permit			•
Minimum Standards and Rules and Regulations			•

7.7. Advertising Guidelines

The RFI/RFQ/RFP advertisement should:

- provide a description of the RFI/RFQ/RFP opportunity including identification of the Airport land and/or Improvements that are and/or may be available for lease (subject property) and the General Aviation products, services, and/or facilities that are and/or may be desired by the City;
- provide instructions to proposers for obtaining the RFI/RFQ/RFP document; and
- identify the date, time, and method for submittals.

7.8. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in this Section and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State with a Best rating of A or better or be approved in advance and in writing by the City.

- **Commercial General Liability** – Coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and $100,000 fire legal liability.

- **Commercial or Business Automobile Liability** – Coverage in the minimum amount of $1,000,000 CSL bodily injury and Property damage for all vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired vehicles.
- **Personal Vehicle Liability** – Coverage in the amounts of $250,000 per person and $500,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each vehicle to be operated in association with the contract that is not insured under Commercial vehicle Liability.
- **Workers' Compensation (WC)** – Coverage, in full compliance with California's statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of $1,000,000.
- **Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of $500,000 each occurrence and $1,000,000 aggregate.
- **Property Coverage** – Course of Construction (Builder's Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the City. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the City.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the City shall be excess of contractor's insurance coverage and shall not contribute to it.

The City shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

All insurance, which contractor is required to carry and keep in full force and effect, shall name the City and the City Council, individually and collectivity, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the City and the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after thirty (30) calendar days prior written notice, fourteen (14) calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.

Contractor agrees to provide the City with the following insurance documents before the start of construction:

- Certificates of Insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
- sixty (60) calendar days' notice cancellation clause endorsements.

It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the law.

Claims Made Insurance – If the Professional Liability coverage is "claims made", contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

Contamination and Pollution – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor's activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of July 1 - December 31, 2023.

RECOMMENDED ACTION

Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of July 1 - December 31, 2023, with the City Council's approval.

SUMMARY

Applicants for vacancies on Livermore's advisory bodies are interviewed by a two-member subcommittee of the City Council before being recommended for appointment by the full City Council. Two Council Members are needed to serve on the interview subcommittee for the period of July 1 - December 31, 2023.

DISCUSSION

The City Council has established nine standing advisory bodies comprised of more than seventy volunteers. To serve on an advisory body, community members apply for vacancies and are interviewed by a subcommittee of the City Council. The City Council Subcommittee on Advisory Bodies ("Subcommittee") is a two-member subcommittee of the City Council appointed by the Mayor with the City Council's approval, and which is tasked with interviewing applicants for Livermore's advisory boards, commissions, and committees. Membership on this standing City Council subcommittee rotates among Council Members who are appointed for staggered terms, if possible, to ensure that at least one member has prior experience on the subcommittee. Recruitment for advisory body vacancies is managed by the City Clerk's Office and interview nights are scheduled quarterly for known vacancies and as needed to fill unanticipated vacancies throughout the year.

Serving in six-month increments, the Subcommittee conducts interviews and recommends appointments for confirmation by the full City Council. The exception to this policy are applicants for the Planning Commission who are interviewed by the full City Council. When interviewing applicants for the Livermore Area Youth Advisory Commission (LAYAC), the Subcommittee is joined by a member of the

Livermore Area Recreation and Park District Board of Directors and a current LAYAC youth member.

Two Council Members are needed to serve on the Subcommittee for the period of July 1 - December 31, 2023. Previous appointments are listed below:

Year	January 1 - June 30	July 1 - December 31
2023	CM Carling	
	CM Branning	
2022	CM Kiick	Mayor Woerner
	VM Bonanno	VM Bonanno
2021	CM Carling	VM Munro
	VM Munro	CM Kiick
2020	CM Munro	Mayor Marchand
	CM Coomber	CM Carling
2019	Mayor Marchand	CM Woerner
	CM Woerner	CM Munro

Upon appointment by the Mayor, the City Clerk's Office will coordinate with the Subcommittee members to reserve several evenings to facilitate upcoming interview sessions.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

PILLAR

4: A city that works.

GOAL

2: Engage effectively with the City's advisory bodies.

ATTACHMENTS

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

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

6.2	Hearing to receive and consider all evidence and reports regarding the adoption of a Master Fee Schedule. The Master Fee Schedule Resolution establishes fees for City services. The fee resolution and accompanying justification includes new, increased, and decreased fees into one document.. Material: PowerPoint Presentation
7.1	Discussion and recommended approval of the Airport Leasing and Development Policy. Material: Public Comment Received, Supplemental Memo, Revised Airport Development Policy, Letter from City of Pleasanton, and PowerPoint Presentation
7.2	Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of July 1 - December 31, 2023. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Acting Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Master Fee Schedule

June 26, 2023

Presented by Tina Olson, Administrative Services Director

LIVERMORE CALIFORNIA

1

Overview and Fee Methodology

Overview:

- Annual update of fees for all City services to the public
- Most fees are adjusted by the annual change in CPI (February 2023 – 5.3%)
- The Master Fee Schedule does not include development impact fees, landscape maintenance district assessments, or franchise fees.

Fee Methodology:

- Fees established by external fee study
- Staff reviews and performs fee analyses annually
- Fees are intended to recover the actual cost of providing the service

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2

New Fees

Administrative Services - Finance - Credit/Debit Card Fee

- Reduce cost to City associated with processing credit/debit cards by $300,000 annually.
- Other payment options available to customers: Cash, Check, EFT (ACH)

Community Development - Building – 2% Technology Fee

- Added to the cost of each building permit issued
- Provide funds to recover permit and plan review software licensing, archiving, and additional technology costs associated with permitting, plan review, and inspections.

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3

New Fees Continued

Community Development Housing & Human Services – Affordable Housing Program

- New Unit Sales Administrative Fee – 1.5% of Below Market Rate (BMR) Sale Price
- Document Recording (per document) - $40.00

- Annual Below Market Rate (BMR) Rental Monitoring Fee

10 to 50 BMR units	$1,950
51 to 100 BMR units	$2,600
101+ BMR units	$3,250
First time follow-up compliance	$650
Additional follow-up compliance	(billed as time and materials)

Water Resources

- Lost Hydrant Wrench Fee - $54

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4

Fee Increases Beyond CPI

Community Development - Building

- Siding Permits
  Unit size change from 400 sq ft to 1,000 sq ft
  Fee change from $397 to $835

Administrative Services - Finance

- Replacement dog tag
  Correction of fee in Master Fee Schedule to $0.50

Police Department

- Addition of $12 per report to existing $0.30 / page for duplication

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5

Recommendation

Staff recommends the City Council adopt a resolution adopting the City's master fee schedule, incorporating certain fee changes and superseding resolution 2022-115.

LIVERMORE CALIFORNIA

6

From:	Lori Sanborn
To:	John Marchand; Brittni Kiick; Barrientos, Ben; Evan Branning; Robert Carling
Cc:	Livermore City Council; Scott Lanphier; Michael Musca; City Clerk; citycouncil@cityofpleasantonca.gov; council@dublin.ca.gov; Pleasanton Weekly Editor; letters@independentnews.com; LVK airport citizens group; Angela Hescher
Subject:	Protecting Livermore
Date:	Wednesday, June 21, 2023 9:07:13 AM

Dear Livermore Community,

I have lived in Livermore for 39 years. My husband and I raised our children, I volunteered and worked in and for Livermore. When we bought our house 39 years ago, the Livermore Airport was a charming airport where small personal light aircraft flew in and out. There was even a much anticipated annual flying airshow where neighbors sat on their roofs to watch. The airshow included wing walkers, air races, hot air balloon rides, helicopter rides, sky divers, trick maneuvers and military fly-overs. The airport was a benefit to the community. In the past 20 years things have changed. There are more jets that fly in and out of the airport and noise has become a major issue for the Livermore and Pleasanton neighboring communities. Just as Livermore wants to protect agriculture and open space with its urban growth boundary, it should protect Livermore citizens from pollution, decline in air quality and negative environmental impacts by airport expansion. The city has proposed a Livermore Airport Development Plan where the voice of its citizens are not heard nor considered. Noisy jets that wake you from sleep after 11:00 pm and fly too low over residential neighborhoods make it impossible to enjoy a conversation in your backyard. How can the city hear us? Not only does Livermore want to keep a “small town” feel with a thriving downtown and an active yet relaxing wine growing region but it’s a difficult balancing act to keep things energetic and profitable and at the same time pleasant and restful. Allowing a new Airport Development Policy that does not address noise and pollution impacts along with ignoring what future expansion to Livermore will portend is irresponsible. Not something I ever thought the city council would be guilty of. I always thought the council would put the needs of the town and the citizens above financial gain.

Lori Sanborn
Livermore, CA

From: Frank Doljack
To: City Clerk
Subject: Airport Leasing and Development Policy, June 26 Livermore Council Meeting
Date: Wednesday, June 21, 2023 6:55:52 PM

As a former tenant of LVK my interest is to provide factual information with respect to claims being made criticizing the Airport Leasing and Development Policy. The comment presented by LACG in the Comments section of the Agenda for the June 26 meeting contains a statement taken from the CRS found at https://crsreports.congress.gov/product/pdf/R/R46920 that is highly misleading and therefore misinforms since it is taken out of context.

That statement is "airports may implement noise-related restrictions on aircraft operations".

The complete statement is: "Under Part 161, *airports may implement noise-related restrictions on aircraft operations*, such as limiting certain types of planes, based on a voluntary agreement with aircraft operators or by obtaining FAA approval of mandatory noise-based restrictions. **Airports are required to demonstrate substantial evidence that proposed mandatory restrictions would satisfy six statutory requirements. FAA has never approved such restrictions requested by an airport."**

No one should be misled by the LACG statement. LACG left out the important part!!! No one has yet surmounted this obstacle.

But let us not stop here. LACG's recommendation to impose some kind of training restriction upon airport tenants would clearly violate at least one of the six statutory requirements (if not more): "1. be reasonable, nonarbitrary, and nondiscriminatory". All transient operators of aircraft using LVK could not practicably be imposed this requirement. Therefore, only tenants of LVK would be subjected to a discriminatory requirement while everyone else not. And the requirement is noise-based.

From:	Trish Fuzesy
To:	John Marchand; Brittni Kiick; Barrientos, Ben; Evan Branning; Robert Carling
Cc:	Livermore City Council; Scott Lanphier; Michael Musca; City Clerk; Mayor and City Council; Karla Brown; Valerie Arkin; Gerry Beaudin; Becky Hopkins; council@dublin.ca.gov; LA CG; Angela Hescher
Subject:	My Comments for June 26 Council Meeting re: Airport Development Policy
Date:	Thursday, June 22, 2023 8:08:15 PM

Dear City of Livermore Leaders,

I urge you to reject the draft airport development policy at the June 26 Livermore City Council meeting and send it back to staff with instructions they resume working on it.

Mr. Musca's June 5th presentation to the meeting of the Airport Commission succinctly summarized the public's main concerns as: "Noise, public input, conformance with Resolution 2010-058, environmental review". However, the revised airport development policy sent to the Council falls far short of adequately addressing any of those public concerns.

Many public comments provided specific recommendations, changed language, and cited sections where needed; however, the public's comments were overwhelmingly rejected by airport staff as "Comment noted. No specific alternative language or deletions provided." Airport staff chose to ignore the overwhelming majority of public input rather than to incorporate our feedback.

This airport development policy still does not incorporate the Specific Requirements as outlined in Resolution 2010-058, nor does the policy clearly cite each of the 2010-058 Requirements where relevant in the specific policy sections, in order to provide clear and unambiguous guidance. The global reference to Resolution 2010-058 and its incorporation only as an appendix is inadequate and creates ambiguity and uncertainty as to Resolution 2010-058 intent; it falls well short of providing clear and actionable guidance for future airport development.

Livermore airport noise is a regional issue and affects all residents living in the larger Tri-Valley area; this area continues to grow in population and size, with more housing being planned. This LVK airport development plan does not do enough to involve all Tri-Valley stakeholders, to preserve the entire region's quality of life.

As a 20+ year City of Pleasanton resident, I am especially alarmed with how airport noise is growing and is increasingly eroding our quality of life. We live 4 miles from LVK, yet we can no longer sit in our backyards or leave our windows open (day and night) without being disturbed and interrupted and stressed by the noise from small planes and luxury business jets flying in/out of LVK for hours, at times coming every 5-6 minutes, often flying under 1,000 feet overhead. Weekends are usually worse.

That's why I urge you to reject the draft airport development policy and send it back to staff. It does not protect residents. It is not a good neighbor policy.

Thank you,
Trish Fuzesy
Pleasanton

From:	JEAN MORAN
To:	Evan Branning; John Marchand; Brittni Kiick; Barrientos, Ben; Robert Carling
Cc:	City Clerk
Subject:	airport policy
Date:	Friday, June 23, 2023 9:41:42 AM

Hello,
Thank you for your service on the Livermore City Council. We have lived in Livermore since 1997 and generally love it here, and appreciate efforts and spending that have made Livermore a nice place to raise a family and spend time recreating.
One thing I don't like about Livermore is how **noisy** it is, with most of the noise created by 580 and the airport. 580 is used by most/all of us, while the airport is used by very, very few. The noise pollution and greenhouse gas pollution degrade our quality of life.
Please, reject the airport development policy and work to decrease the negative effects of the airport on our community.
Jean Moran

From:	Jon Krueger
To:	John Marchand; Brittni Kiick; Barrientos, Ben; Evan Branning; Robert Carling
Cc:	Livermore City Council; City Clerk; Mayor and City Council; Michael Musca
Subject:	City Council Meeting, item 7.1: please reject the proposed Airport Development Policy
Date:	Saturday, June 24, 2023 7:34:01 PM

I'm writing to urge you to reject the proposed Airport Development Policy.
Now you might ask: give me three good reasons why I should.
OK: three good reasons to reject the proposed Airport Development Policy:

1. It doesn't implement the 2010 Livermore City Council resolution.
2. It ignores public comment
3. It doesn't protect residents

Let's break that down.

1.**The policy mentions the City Council resolution, but implements almost nothing it says.**The resolution says development will occur only for existing demand, based on tangible evidence.Try finding that in the Policy.It isn't there.

The resolution says no extending runways, no large cargo operators, and aggressive action to reduce noise. You look at the policy, section after section where these goals are relevant, and they're not there.Section 2.9 has 12 different grounds for rejecting a proposal -- not one of them is a goal from the resolution.

2. The draft Policy got hundreds of public comments. **The review was incredibly dismissive, ignoring almost all of them.**

The airport manager's own summary:
the public wanted the policy to address noise, public input, conformance with the Resolution.
What did we get? Noise got two brief mentions, both vague and inconsequential.The policy has more to say about acceptable garbage containers.
Public input: some plan later, no timelines, all vague, and no actual requirement for public input: the policy mentions only presentation **to** the public, not public input.
Conformance with the resolution, we've covered that; it doesn't.
In short the Policy ignored public comment.

3. The policy doesn't protect residents. It's got **no real protection on noise, on leaded fuels, on increased traffic.** Yet these things impact our quality of life every day. I understand the airport has needs. Three hundred thousand of us on the ground have needs too.

That's why I join the Livermore Independent, and Pleasanton City Council, in asking you to reject this policy, send it back for revision that implements City goals, respects public input, and protects residents.

Thank you.
Jonathan Krueger

From:	Rahn and Pat Becker
To:	City Clerk
Subject:	Copy of Letter to Mayor Marchand Regarding Airport Resolution On Agenda
Date:	Sunday, June 25, 2023 5:16:27 PM
Attachments:	Copy of email sent to Mayor Marchand on June 25.pdf

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We emailed the attached to Mayor Marchand on Sunday. We asked if he could include our comments in the official record for this item. In the event, he is too busy to see this, We have attached a copy for you to include in the record.
Thanks for your help.
Rahn and Patricia Becker
[redacted]

Copy of email sent to Mayor Marchand on June 25, 2023

We would like the following comments made a part of the record for this Council Item on June 26.

1. We are opposed to any expansion of the current airport operation. We believe the existing vacant land should be sold for non-airport related commercial development that would benefit city revenues.

2. Present airport operations are already a source of noise and pollution. Not a day goes by without buzzing aircraft moving over our property. These flights may well conform to regulations, but the noise is not mitigated. Further, Livermore Airport aircraft still use leaded gasoline, causing lead pollution to descend on residents.

3. Airport approaches and departure lanes contain a heavy concentration of residential properties in both Pleasanton and Livermore. Since we moved here, one plane has already crashed on Isabel Avenue. Expansion of the airport would increase the possibility of such crashes.

We believe the more appropriate long-term strategy should be to develop a plan for closure of the airport and use the land for commercial revenue generating activities that would benefit city coffers. As an example of an airport that will close because of noise and pollution is Santa Monica Municipal Airport, which will shut down in 2028. Now is the time to begin this conversation. Livermore is a much different place now than when the airport began operations.

Respectfully Yours,

Rahn and Patricia Becker
[redacted]

CITY OF LIVERMORE CALIFORNIA

INTEROFFICE MEMORANDUM

Date: June 26, 2023

To: Honorable Mayor and City Council Members

From: Marianna Mary Sheva, City Manager
Via: Scott Lanphier, Public Works Director

Subject: Agenda Item 7.1

A letter was received from the City of Pleasanton City Manager on June 21, 2023, with comments on the proposed Livermore Airport Leasing and Development Policy (Policy). The comments have been reviewed by Livermore City staff and addressed as appropriate in a red-lined version of the Policy which will be included in a supplemental packet on Monday, June 26, 2023.

Attachments:

- Supplemental Airport Leasing and Development Policy
- Letter from City of Pleasanton to Mayor Marchand and Livermore City Council, dated 6/21/2023

City of Livermore
680 Terminal Circle
Livermore, California 94551
(925) 960-8220

Leasing and Development Policy

City of Livermore

Livermore Municipal Airport (LVK)

June 2023

June 5, 2023

LIVERMORE CALIFORNIA

TABLE OF CONTENTS

1. INTRODUCTION 3

1.1. Purpose 3
1.2. Goal, Objectives, and Development Priorities 3
1.3. Definitions and Acronyms 3
1.4. Compliance 3
1.5. Applicability 3
1.6. General Requirements 4
1.7. Public Engagement Requirements 4
1.8. Environmental Review 4
1.9. Airport Land Use Commission Review 5

2. LEASING PRACTICES 7

2.1. Expression of Interest 7
2.2. Application for Leasing Land and/or Improvements 8
2.3. Approval Process 9
2.4. Approved Application Processing 9
2.5. Demonstrating Immediate Need 11
2.6. Public Disclosure 11
2.7. Reversion of Improvements 11
2.8. Term of Agreement 11
2.9. Possible Grounds for Rejecting an Application or Proposal 11

3. LEASEHOLD DEVELOPMENT 13

3.1. General 13
3.2. Environmental Quality 13
3.3. Provision of Necessary Airport Land and/or Improvements 13
3.4. Manmade and Natural Hazards 13
3.5. Reuse of Resources 14
3.6. Restricted Improvements 14

4. DESIGN CRITERIA 15

4.1. Accessory Buildings 15
4.2. Changes, Additions, and Deletions 15
4.3. Aircraft Accesses 15
4.4. Antennae 15
4.5. Ramps 16
4.6. Improvement Height 16
4.7. Doors 16
4.8. Exterior Lighting and Security 16
4.9. Exterior Materials 16
4.10. Exterior Storage 17
4.11. Fences, Gates, and Buffers 17
4.12. Garbage and Recycling Containers 17
4.13. Flagpoles 17
4.14. Grading and Drainage 18
4.15. Landscaping 18
4.16. Loading and Service Areas 19
4.17. Open Sided Buildings 19
4.18. Pedestrian Circulation 19
4.19. Residence 20
4.20. Setbacks 20

4.21. Signage *20*
4.22. Buildings *21*
4.23. Utilities *21*
4.24. Vehicle Parking *21*

5. PROCEDURES FOR DEVELOPMENT CONCEPT APPROVAL **23**

5.1. Concept Plan *23*
5.2. Development Plan *23*
5.3. Requirements of the Federal Aviation Administration *24*

6. CONSTRUCTION PHASE **25**

6.1. Pre-Construction Meeting *25*
6.2. Permits, Licenses, Inspections, and Certifications *25*
6.3. Bonds *25*
6.4. Insurance *25*
6.5. Clean-Up During Construction *26*
6.6. Damages During Construction *26*
6.7. Erosion Prevention During Construction *26*
6.8. Inspections *26*
6.9. Protection of Property and Work in Progress *27*
6.10. As-Built Drawings *27*

7. APPENDIX **28**

7.1. Airport Development Priorities *28*
7.2. Definitions *31*
7.3. Acronyms *34*
7.4. Leasing Practices Flowchart *35*
7.5. Lease / Development Proposal Evaluation Form *39*
7.6. RFI, RFQ, and/or RFP Document Guidelines *40*
7.7. Advertising Guidelines *40*
7.8. Insurance *40*

1. INTRODUCTION

1.1. Purpose

The purpose of the City of Livermore (City) Leasing and Development Policy (Policy) is to set forth processes and procedures to evaluate and approve or reject proposals related to the leasing and/or development (including construction, modification, and/or renovation) of aeronautical and non-aeronautical land and/or Improvements within the legal boundaries of the current Airport Layout Plan (ALP) for the Livermore Municipal Airport (Airport). This Policy establishes leasing protocols and requirements for compatible and sustainable development that protects persons and Property.

1.2. Goal, Objectives, and Development Priorities

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

- **Environmental** –Employ sustainable development practices to conserve natural resources and minimize adverse impacts such as noise, air, and water pollution, on the environment. Actions to reduce impact of noise pollution should be employed such as ~~aggressively~~ fostering the reduction of aircraft noise through the voluntary noise reduction efforts especially during night hours. Action to reduce air pollution should be taken *by* supporting the transition from leaded to unleaded fuel as it becomes feasible. Action to prevent PFAS or other contamination into the water system should be undertaken such as monitoring the use of fire foam or other chemicals containing PFAS and report such ~~any~~ usage ~~in monthly report~~ to the Airport ~~11~~ Advisory Commission.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community through public engagement efforts that will include information regarding the scope and scale of proposed projects and provide opportunities ~~activities that will allow~~ for public input and inquiry. Public engagement should ~~must~~ address potential impacts to residents and surrounding ~~surrounding~~ communities~~y~~ such as increased aircraft activity, vehicle traffic, and noise, ~~to the surrounding community and~~ including how these impacts may ~~will~~ be mitigated.
- **Function** – Encourage development of Airport land and Improvements to occur in response to existing aviation demand, ~~which is to be evaluated by the Airport Advisory Commission and based upon tangible evidence,~~ such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft flying to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transpor~~1~~t. ~~Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities need significant rehabilitation, improvement, or replacement.~~ All development and redevelopment must ~~be that~~ meet the needs of the Airport and be consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.
- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Support the local economy and ensure economic vitality through supporting small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region. Preserve property values, enhance investments, and ensure the Airport is as self- sustaining as

possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, and Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

1.3. Definitions and Acronyms

The terms defined in Appendix 7.2 or acronyms outlined in Appendix 7.3 and identified by use of a capital letter, whenever used in this Policy, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Compliance

Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy, Resolution 2010-058, and any federal, State of California (State), Alameda County, or City laws, codes, ordinances, and other applicable Legal Requirements.

1.5. Applicability

This Policy sets forth requirements which shall be met by any entity who desires to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport.

- No entity may deviate from this Policy unless a written exemption or waiver has been granted in advance by the City, subject to approval of a Waiver Request Letter specified in Section 5.2.
- Existing Lessees may be subject to this Policy upon modification of any existing Agreement.

If this Policy is amended after an entity has entered into an Agreement, the entity may not be required to comply with the amended Policy, except as provided for in such Agreement, or until such time as:

- the existing Agreement has been amended;
- the City approves an assignment to another entity; or
- the entity enters into a new Agreement.

1.6. General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impact the visibility of airport lighting and/or signage,
- impair the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endanger or adversely impact the arrival, departure, or maneuvering of aircraft.

1.7. Public Engagement Requirement

An applicant proposing to develop a project that would noticeably increase aircraft activity, vehicle traffic, noise to surrounding neighbors, and/or significantly intensify existing land use(s), will be required to develop a comprehensive public engagement plan (PEP) designed to inform the public as to the scope and scale of the proposed project. The PEP shall be prepared by an independent third-party consultant paid for by the applicant and contracted by the City and is subject to review and approval by the City. PEP scope will be required to include details on how community engagement will occur and provide opportunities for public input and questions.

1.8. Environmental Review

All proposed projects will be initially evaluated to determine impacts to the existing Airport Layout Plan (ALP) or if an environmental review is necessary. Additionally, all proposed projects must undergo a formal FAA determination whether FAA approval is required under Section 163.

Any project proposing new development or a change in land use may be subject to environmental review. This review will be conducted in coordination with the Community Development Department at the time of project entitlement. Developer is required to cover the cost of environmental processing.

In general, the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) process can be initiated concurrently but may be finalized separately, and at different points in time. This process will be handled using the same procedure that all proposed projects submitted to the City for environmental review and clearance proceed under, and as required by the applicable Legal Requirements. Additionally, the FAA must determine for all projects whether, under Section 163, that agency's approval will be required, and, if so, what level of NEPA review is needed. NEPA review is not required if there is no FAA approval required. Entities who desire to lease, construct, modify, and/or renovate aeronautical and non-aeronautical land and/or Improvement at the Airport shall cover the consultant costs to prepare all completed environmental clearance documents pursuant to NEPA and CEQA, consistent with the City's requirements. The environmental review process must be completed before a

project commences, and it must also receive all required approvals from the City's Community Development Department.

CEQA – The California Environmental Quality Act (CEQA, 21000, et seq. of the California Public Resources Code) requires the potential impacts of projects having a physical impact on the environment to be analyzed prior to initiating construction. State CEQA Guidelines sections 15061(b)(3) and 15378 exempts projects that have no potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

City Council's action involving approving this Policy does not directly authorize the construction of any future individual projects. Subsequently, future City Council action, if taken, to approve consideration of a development proposal, will be the triggering event necessitating CEQA review.

If not exempt, beginning with an initial study under CEQA, each project will be reviewed by Airport management and the City's planning staff. The initial study will determine the appropriate level of CEQA documentation/coordination necessary and advise on additional actions, documentation, and public involvement required to conclude the process. In all efforts associated to the proposed project and CEQA, the Airport will be the lead agency and the project proponent will be the City.

FAA Section 163 Determination – Section 163 of the FAA Reauthorization Act of 2018 and FAA's implementing policies require a determination as to whether any Airport project requires FAA approval. The project proponent shall provide sufficient information for the City to make a formal request to the FAA for a determination of the applicability of Section 163. FAA approval is required if the project meets one of three criteria: (a) the project would have a material impact on the safe and efficient operation of aircraft; (b) the project would have an adverse effect to the safety of people or property on the ground; or (c) the project would have a significant adverse effect on the value of prior federal investments in the Airport. Project proponents are urged to consult the latest FAA guidance on compliance with Section 163 to determine whether FAA approval is likely to be required but must recognize that the FAA is the final arbiter of the applicability of this law. If any of these criteria is met, the project will require FAA approval of an amendment or revision to the Airport Layout Plan.

If FAA determines that its approval is required, the agency will inform the City what level of environmental review will be required pursuant to NEPA. The project proponent will be required to fund and coordinate the environmental review process as provided in this section.

NEPA – The National Environmental Policy Act (NEPA, 42 U.S.C. §4321 et seq., 1969) establishes the broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that significantly affects the environment.

NEPA requirements are invoked whenever FAA approval of a project is required. The FAA determines whether its approvals would trigger a Categorical Exclusion, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).

1.9. Airport Land Use Commission Review

The Airport Land Use Commission (ALUC) typically reviews development projects on properties surrounding an airport, not on airport property itself. The Commission's jurisdiction covers the area surrounding the airport within a specified distance, called the Airport Influence Area (AIA), which is

determined by the type and size of the airport. The AIA typically extends beyond the airport property, and the commission's authority covers all land use decisions within this area.

However, if a proposed development project on airport property involves a change in land use or zoning, the ALUC may have jurisdiction to review and approve the project. In this case, the City would need to submit the project to the ALUC for review and approval before proceeding.
It is the City's role, in conjunction with Airport Land Use Commission, to review and determine if the proposed project and associated development are compliant with the Livermore Land Use Compatibility Plan. If a proposed project is determined to be subject to ALUC review and approval, the applicant shall develop required documentation for review by the City and ALUC.

2. LEASING PRACTICES

The leasing practices set forth in this section are summarized in Appendix 7.4. Note: procedures and timelines stated herein are recommended and may be adjusted by the City Manager who has the capacity to recommend alternate timelines to meet demands of the project based on complexity and good faith effort of the Developer.

2.1. Expression of Interest

Unsolicited Interest – Interested parties may approach the City to express unsolicited interest in developing (or redeveloping) aeronautical or non-aeronautical land and/or Improvements at the Airport. All unsolicited interest in development (or redevelopment) will be directed to the Inter-Departmental Staff Review Team (IDSRT), through the Airport Manager. The IDSRT will include the Airport Manager, the Director of Public Works, and representatives from the Community Development Department, City Manager's Office and City Attorney's Office.

The interested party shall initiate the process by contacting the Airport Manager in writing (via email or mail) and requesting a pre-submittal meeting with the IDSRT to discuss the proposal concept. This meeting will provide the interested party with the opportunity to discuss the proposed operation, layout plan, uses, and development concept(s). This meeting also provides the opportunity for the interested party to obtain general comments regarding the feasibility of the proposal concept and identify potential issues, problems, or challenges.

At the IDSRT's discretion, additional meetings may be requested with the interested party to further discuss the proposal concept, along with additional supporting information or documentation.

The IDSRT will evaluate all proposals based on the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and in conformance with the General Requirements set forth in Section 1.6. An evaluation form is included in Appendix 7.5.

Following the initial meeting(s) with the interested party and submission of any supporting information, the IDSRT, through the Airport Manager will , within sixty (60) calendar days, provide written rejection of the unsolicited proposal concept in conformance with Section 2.9, or request the entity submit a formal Commercial Operator and Lessee Application (Application) as discussed in Section 2.2. In the alternative, the City reserves the right to proceed with a Competitive Proposal Process as described in this Section (City Initiative).

City Initiative – If Airport land and/or Improvements exist or become available, in the City's sole discretion, the City may issue a Request for Interest (RFI), Request for Qualifications (RFQ), and/or a Request for Proposal (RFP).

- Guidelines for development of the RFI/RFQ/RFP document are provided in Appendix 7.6.
- The City may advertise the RFI/RFQ/RFP opportunity. Advertising Guidelines are provided in Appendix 7.7.
- The RFI/RFQ/RFP will specifically include as evaluation criteria the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and General Requirements set forth in Section 1.6.

The City may, in its sole discretion, hold a pre-proposal meeting with interested parties to: (a) discuss the RFI/RFQ/RFP opportunity, document, and/or related processes, (b) conduct a tour of the Airport and/or the

subject land and Improvements with the IDSRT, and (c) provide prospective respondents with the opportunity to ask questions.

After the stated deadline, the City shall review the submittals for compliance with the RFI/RFQ/RFP specifications and criteria and shall rank the submittals.

- Submittals received after the stated deadline may not be considered and may be returned unopened.
- The City may, in its sole discretion, interview respondents.
- The City has the right, with or without cause, to reject any or all submittals, to advertise for new submittals, and/or to modify any or all RFI/RFQ/RFP processes. The City will notify respondents of any changes to the process or submittal requirements.
- The City shall be under no obligation to make an award or to make an award to the respondent specifying the highest level of compensation to the City.

Upon completion of an RFI process (if utilized), the City may, or may not, in its sole discretion, invite respondents to respond to an RFQ or RFP. Upon completion of an RFQ process (if utilized), the City may, in its sole discretion, invite the most qualified respondents to respond to an RFP.

- If only one respondent expresses interest or is considered qualified by the City, the City may, in its sole discretion, negotiate a Memorandum of Understanding (MOU) and a Disposition and Development Agreement (DDA) with the qualified respondent without issuing an RFQ/RFP.

Upon completion of an RFP process (if utilized), the City may select the best respondent in the City's sole discretion.

Once selected, the City and the selected respondent shall utilize the MOU and DDA process outlined in Section 2.4. If the City and the selected respondent are unable to reach agreement on either an MOU or a DDA, at the sole discretion of the City, the City may terminate negotiations and negotiate with the next best respondent and so on.

Initiative of Others – If, during an Application process occurring outside of an RFI/RFQ/RFP process, another qualified entity expresses interest in leasing and demonstrates an immediate need for the subject land or Improvements (as outlined in Section 2.5), the City may, in its sole discretion, negotiate with the entity(ies) and/or issue an RFQ/RFP in which case, the Competitive Proposal Process described in this Section shall be followed.

However, once the MOU (as discussed in Section 2.4) is: (a) executed by the Applicant and City, and (b) the earnest money deposit has been provided to the City, the City is under no obligation to negotiate with any entity other than the Applicant or issue an RFQ/RFP.

2.2. Application for Leasing Land and/or Improvements

If desirous of leasing Airport land and/or Improvements on a long-term basis (i.e., greater than one year), entities with or without a current Development Agreement shall complete all relevant and applicable sections of the Application and submit to the Airport Manager for consideration by the IDSRT.

New Agreements shall be subject to all applicable Legal Requirements; Federal Aviation Administration (FAA) regulations, obligations, and guidance; the Airport's policies, standards, rules, regulations, and directives; the City's zoning, building, fire, and safety codes; Goal, Objectives, and Development Priorities, established in Section 1.2, including Resolution 2010-058 (Appendix 7.1), and General Requirements set forth in Section 1.6; and all other Legal Requirements of any Agency having jurisdiction.

A non-refundable application fee shall be submitted with the Application, as stipulated in the Airport's Rents and Fees Schedule.

2.3. Approval Process

Once Applicant has submitted a completed Application to lease Airport land and/or Improvements on a long-term basis, Applicant shall submit any additional information, data, and/or documentation that may be required or requested by the IDSRT or City to evaluate the Application. Incomplete Applications will not be accepted. Applications that do not comply with this Policy shall be rejected in accordance with Section 2.9. The City will convey the reason(s) for rejecting the Application in writing to the Applicant.

2.4. Approved Application Processing

Within ninety (90) calendar days of the Airport Manager receiving a completed Application, the following processes should be completed:

- The IDSRT shall conduct an initial review to ensure the Application is compliant with the qualifications, standards, and requirements established by the City including the Minimum Standards and Airport Rules and Regulations, located at: https://www.livermoreca.gov/home/showpublisheddocument/5677/637238462369030000

- If initially approved by the IDSRT, the Application shall be presented to the Airport Commission for review and consideration. The Airport Commission may either:
  - recommend rejection of the proposal in accordance with Section 2.9 or
  - recommend that the City Council approve the proposal and authorize the City Manager to negotiate and execute an MOU.
- Unless the Application is rejected in accordance with Section 2.9, the City shall convey to the Applicant the key terms and conditions (including rents, fees, and other charges) that have been established by the City for leasing the Airport land and/or Improvements identified by the Applicant.

Within thirty (30) calendar days of receiving the key terms and conditions from the Airport Manager, the Applicant shall indicate if the key terms and conditions established by the City are acceptable to the Applicant.

- If the key terms and conditions established by the City are not acceptable to the Applicant, the Applicant shall present to the IDSRT, through the Airport Manager revised key terms and conditions that are acceptable to the Applicant within thirty (30) calendar days of receiving the information from the City.
- The City, through the IDSRT, may negotiate the revised key terms and conditions with the Applicant and/or initiate the Competitive Proposal Process described in Section 2.1.
- If the City and the Applicant are unable to reach agreement on the revised key terms and conditions within thirty (30) calendar days of the time the information is presented to the City by the Applicant, the City is not obligated to lease Airport land and/or Improvements to the Applicant and may cease further negotiations.

Public Engagement Plan and Memorandum of Understanding - If the City and the Applicant reach agreement on key terms and conditions, the Applicant shall: (a) sign a Memorandum of Understanding (MOU) with the City outlining the key terms and conditions, and (b) pay an earnest money deposit in cash or letter of credit to the City in the amount equivalent to the rents, fees, and other charges (total compensation) estimated for the proposed use of the property or one thousand dollars ($1,000), whichever

is greater – as evidence of the Applicant's good faith to enter into a Development Agreement with the City. The signed MOU, including the Public Engagement Plan (PEP) required in Section 1.7, shall be presented for consideration to the City Council. The City Council may either reject the MOU in accordance with Section 2.9 or authorize the City Manager to negotiate a Development Agreement with the Applicant.

- If an MOU is not executed by the City Council and the Applicant within sixty (60) calendar days of reaching agreement on key terms and conditions which includes an earnest money deposit, the City is not obligated to lease Airport land and/or Improvements to the Applicant and the earnest money (if provided) shall be returned to the Applicant, without interest.

Once the MOU is executed by the parties and earnest money deposit received, the Applicant shall submit five copies of the Concept Plan (in accordance with Section 5.1) to the City within forty-five (45) calendar days. The City shall review the Concept Plan and address all preliminary questions or concerns with the Applicant. The Applicant may be required to meet with the City to present and discuss the Concept Plan.

Upon acceptance of the Concept Plan (as applicable) or upon execution of the MOU, a draft Disposition and Development Agreement (DDA) which includes the terms and conditions of the MOU, shall be prepared by the City for review by the Applicant. The Applicant and City staff may work together to discuss and finalize the terms of the DDA.

- If the Applicant does not agree to and execute the DDA within sixty (60) calendar days of receiving the draft Development Agreement, the earnest money deposit may be forfeited by the Applicant to the City.

After the City Council approves the MOU, the Applicant shall also begin preparation of a complete Planning Entitlement package. This may include, but is not limited to:

- A completed Planning General Application for all applicable Planning Entitlements; and
- Site plans, building elevations, and floor plans, building colors and materials, civil engineering plans, circulation plans, any special studies or analysis needed for environmental review and related documents and materials as required by the City's Planning Division; and
- All applicable fees required for permit processing, environmental, and project review.

The Planning Entitlements and a copy of the DDA executed by the Applicant shall be reviewed and approved or denied by the City Council.

Once the City Council approves, and the City executes, the DDA , the Applicant shall pay a security deposit in the form of cash or a letter of credit – in the amount equal to twenty-five percent (25%) of the rents, fees, and other charges (total compensation) for the first year of the Development Agreement or two thousand five hundred dollars ($2,500), whichever is greater – to the City. The earnest money may also be applied to the security deposit.

- If the Applicant does not pay the security deposit to the City, the Development Agreement shall be voided, and the earnest money shall be forfeited by the Applicant to the City.

Following approval of all applicable Planning Entitlements and prior to applying for a building permit, the Applicant shall deliver to the City within one-hundred twenty (120) calendar days:

- Complete set(s) of final construction drawings, signed by an architect or engineer certified or licensed in the State; and
- One complete as-built drawings including plan map set following completion of the project.

Failure to Comply - Applicants' failure to comply with specified response time periods, or any provision of the Development Agreement, may result in the termination of the Development Agreement. All negotiations may cease, and the earnest money and/or security deposit may be forfeited to the City.

2.5. Demonstrating Immediate Need

An entity seeking to lease Airport land and/or Improvements must demonstrate the entire land area(s) and/or the entire Improvement(s) seeking to be leased will be Immediately utilized. At the City's sole option, a phased development of Airport land may be considered which should include specific development milestones within the Agreement.

2.6. Public Disclosure

Applicants and RFI/RFQ/RFP respondents should be aware that the City is subject to the California Public Records Act (Gov. Code section 7920.000 et. seq.), which may give the public the right to examine documents in possession of a California Agency unless an applicable legal exemption applies.

If an Applicant or respondent clearly identifies any proprietary and/or Confidential Information submitted to the City and the City receives a request from the public for release of such information, the City shall comply with State law regarding notification to Applicant. Applicant or respondent understands that City may be required to disclose Confidential Information pursuant to judicial action, governmental regulations or investigation, or other requirements.

2.7. Reversion of Improvements

Unless otherwise stated in an Agreement, upon expiration or earlier termination of the Agreement, at City's option, the ownership of all Improvements made to the leasehold shall revert (transfer) and become the sole property of the City. If the City elects not to claim the Improvements, the Lessee shall remove and/or demolish any and/or all Improvements (as designated by the City) and return the Leased Premises to its original condition and character, ordinary and reasonable wear and tear excepted.

2.8. Term of Agreement

The term of an Agreement shall be commensurate with the dollar amount of Capital Investment made by the Lessee in the Leasehold Premises and/or Airport infrastructure, consistent with the capital investment formula as adopted by the City from time to time. In any event, the maximum term of an Agreement, including option periods, may not exceed forty (40) years. When no Capital Investment is made, the term of the Agreement shall be at the discretion of the City but may not be greater than 20% of the term of the previous Agreement (if an existing Lessee) or 5 years, whichever is less.

2.9. Possible Grounds for Rejecting an Application or Proposal

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City at its sole discretion may reject any proposal or application in conformance with Legal Requirements including, but not limited to, any one or more of the following reasons (as determined in the sole discretion of the City):

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. This includes objectives referenced in Section 1.2 and Resolution 2010-058 and include but are not limited to:
    - No tangible evidence of existing demand
    - Implies or requires extension of runways

- Is a large cargo operator or caters to large cargo operators

- The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.The City or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not demonstrated to be realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvements at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Tenants, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake, sustain, and maintain the proposed activity and/or Improvements.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity and/or improvements.
- The entity seeks terms and conditions which are inconsistent with the Minimum Standards, Airport Rules and Regulations, this Policy, and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity's interests and/or the proposed activity, Improvements, or use, is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.
- The entity has been a party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.
- The proposed activity is determined not to be the highest and best use of the property.

3. LEASEHOLD DEVELOPMENT

3.1. General

This Policy does not address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the City (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 5.2) is acceptable to the City.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having the same or equivalent specifications may be utilized if approved in advance and in writing by the City. No occupancy of any Improvement shall be permitted before completion and a Certificate of Occupancy (CO) is issued by the Agency having jurisdiction.

3.2. Environmental Quality

The City encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer, and (d) design features and the use of construction methods, techniques, and/or industry best practices that focus on sustainability, conserves energy, and reduces impacts on natural resources.

The City shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The City will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gullying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, or destroys animal habitats.

3.3. Provision of Necessary Airport Land and/or Improvements

The City encourages development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the City encourages development that complies with objectives outlines in Section 2.1 and Resolution 2010-058 and that:

:

- minimizes aircraft, vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of stormwater runoff anticipated and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;
- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has paved road access for Emergency Services; and
- consists of Improvements that make highest and best use of the land area with reasonable land to Improvement ratios.

3.4. Manmade and Natural Hazards

The City requires development that does not expose others to avoidable natural and manufactured hazards. As such, the City encourages development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

3.5. Reuse of Resources

The City encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.

3.6. Restricted Improvements

Temporary Building – Portable buildings which are intended to be in place for six (6) months or less shall be deemed to be temporary. Temporary buildings including offices or storage facilities shall not be placed on the Airport without the prior written approval of the City through the Temporary Use Permit (TUP) process. Temporary buildings are subject to Livermore Development Code Chapter 9.09, *Temporary Use Permits*, as it exists today or amended.

- Portable/mobile homes or recreational vehicles are prohibited from being placed on the Airport.
- A request for approval of any temporary building shall be submitted to the Airport Manager and Community Development Department for review and approval through the TUP entitlement process. The request must include a site plan showing the proposed location, access plan, size, construction material, purpose, and provisions for dismantling and/or removal no later than thirty (30) calendar days after development of permanent Improvements are completed.

Temporary buildings may only be utilized for construction management purposes and/or while engaging in Commercial Aeronautical Activities during development or renovation of permanent Improvements.

Obstruction Marking and Lighting – All proposed Improvements and/or renovations shall conform with CFR Part 77 and shall not be deemed a hazard to air navigation. No development shall be permitted or approved by the City that establishes a hazard or creates a nonconforming Improvement or natural vegetation that increases the hazard to air navigation.

- Entities shall prepare and submit FAA Form 7460-1 *Notice of Proposed Construction or Alteration* and all required attachments/exhibits to the FAA and City. All Improvements shall conform with FAA obstruction lighting/marking requirements. Entities shall, at its sole cost and expense install, operate, and maintain required markings and/or obstruction lighting deemed necessary by the FAA, City, and any other Agency having jurisdiction.

4. DESIGN CRITERIA

4.1. Accessory Buildings

All accessory buildings shall be identified on the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Accessory buildings include any building serving a purpose customarily incidental to the principle use of the main use, structure and/or building, and which does not change the character of the principal use. Accessory buildings include any building(s) that are intended to be in place for more than six months and not considered a temporary building (as described in Section 3.6). Accessory buildings shall match the architectural design and materials of the main Improvement and comply with Livermore Development Code Section 4.02.030, *Accessory Structures*, as it exists today or amended.

4.2. Changes, Additions, and Deletions

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan (as outlined in Section 5.2) shall be submitted to the Airport Manager and Community Development Department and approved in writing by the City. Changes, additions, or deletions shall match the architectural design and materials of the main Improvement. Changes, additions, and/or deletions shall conform to all applicable codes, ordinances, or other Legal Requirements.

4.3. Aircraft Accesses

To allow for the safe, secure, and efficient operation of aircraft and to minimize potential conflicts with vehicles and pedestrians:

- all aircraft access points (i.e., Taxiways and Taxilanes) shall meet the design standards stipulated in Advisory Circular (AC) 150/5300-13A *Airport Design*, as may be amended;
- a minimum of 40 feet of frontage Ramp is required between the edge of the access Taxiway or Taxilane and the closest exterior wall of any hangar;
- frontage Ramp shall be constructed or leased and able to accommodate the largest aircraft the hangar is designed to accommodate and shall comply with the Minimum Standards;
- if two hangars (excluding rows of T-hangars or Executive Hangars) access a common Taxiway or Taxilane, a minimum of at least 40 feet of access Taxilane shall be required between the two frontage Ramps, edge to edge;
- where a common access Taxilane is required, the Lessee (Sublessee, if applicable) shall be required to lease and construct at least one-half of the required access Taxilane;
- a maximum of two vehicle or pedestrian access points shall be permitted to the Ramp, Taxiway, or Taxilane; and
- each access point must be under video surveillance with appropriate signage identifying such.

4.4. Antennae

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, aircraft, or vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view. FAA Form 7460-1 *Notice of Proposed Construction or Alteration* shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.5. Ramps

Operators providing rotary wing aircraft parking shall adhere to the design standards described in AC 150/5390-2C *Heliport Design*, as may be amended. Operators providing fixed wing aircraft parking shall adhere to the design standards described in AC 150/5300-13A *Airport Design*, as may be amended.

4.6. Improvement Height

The overall height of any Improvement shall be dependent on the type of use (or activity) and/or the current or projected size of aircraft using the Improvement. Only those Improvements not considered an obstruction under 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, as determined by the FAA and approved by the City, and consistent with City zoning requirements shall be constructed.

4.7. Doors

Hangar doors shall be sliding, overhead, or bi-fold, consistent with industry best practices, based on the size of the hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for hangars) and shall complement the building from a design and color perspective.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements.
- All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color perspective.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color perspective.

4.8. Exterior Lighting and Security

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. The lighting plan shall be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended. In addition, the lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare, interference with Airport, aircraft, or vehicle operations, or illuminate areas outside of the intended area including adjacent land and/or Improvements; and
- height of exterior light poles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.9. Exterior Materials

Exterior building materials shall be compatible with adjacent buildings and shall not affect Airport, aircraft, or vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, aircraft, or vehicle operations. Reflective glass and/or other reflective materials will not be approved by the City. All building materials must be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended.

Samples of exterior building materials and colors shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Building exteriors shall use a neutral earth-tone color palette compatible with existing Improvements at the Airport.

4.10. Exterior Storage

Unless approved in advance and in writing by the City, outside storage of any article, good, material, machinery, equipment (excluding Refueling Vehicles and ground support equipment), tools, trees, shrubs, plants (except approved landscaping), or similar items shall be visually screened from public view consistent with Livermore Development Code Section 6.03.100, *Outdoor Storage*, as it exists today or amended.

No storage shed or accessory building other than the main Improvement shall be permitted except during construction or unless approved in writing by the City with a TUP entitlement prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main Improvement or effectively shielded from view and shall be approved in writing by the City prior to construction.

4.11. Fences, Gates, and Buffers

Required fencing, gates, and buffers shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Submittal shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, and (c) other unique design features or considerations. Fences must be consistent with Livermore Development Code Section 4.05.040, *Fences and Screening*. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and consistent with the City of Livermore Design Standards and Guidelines, as they exist today or amended. Fences and gates shall be properly maintained, fully functional, and in good appearance.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to aircraft Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to aircraft Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

4.12. Garbage and Recycling Containers

Exterior garbage and recycling containers must be consistent with Livermore Development Code Section 6.03.130, *Solid Waste and Recycling Container Enclosures*, as it exists today or amended. Exterior garbage and recycling containers must be equipped with securely fastened lids and shall be screened on all sides from view. All areas utilized for garbage and recycling container locations shall be paved.

4.13. Flagpoles

All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, aircraft, or vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code (U.S.C.). Flagpoles are subject to Livermore Development Code Section 4.02.040, *Special Height Regulations*, as it exists today or amended.

4.14. Grading and Drainage

A site plan indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the Agency having jurisdiction prior to performing any grading.
- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the City's SWPPP.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C *Airport Drainage Design*, as may be amended.
- All other applicable requirements as set forth in the Livermore Development Code.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage.

Unless otherwise approved by the City, the elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land.

Gutters and downspouts shall be used to facilitate drainage from roofs.

Hangar floor drainage shall flow through an oil/water separator in compliance with the Airport's SWPPP and applicable Legal Requirements.

4.15. Landscaping

The City encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, vehicle parking areas, and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to the approved landscaping and irrigation plan submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Landscaping is subject to Municipal Code Chapter 13.235, *Water Efficient Landscape*, Livermore Development Code Chapter 4.05, *Landscape Standards*, and the City of Livermore Design Standards and Guidelines, as they exist today or amended.

- Landscaping materials shall be installed prior to Certificate of Occupancy (CO).
- All landscaping shall be maintained and repaired and kept in good appearance on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.

Areas with road frontage shall be landscaped with berms and/or shrubbery to provide effective screening of aircraft or vehicle parking areas.

- Berms and/or shrubbery shall have a maximum height of four feet, as measured from the aircraft and/or vehicle parking area.

- Berm slopes shall not exceed two feet horizontal to one foot vertical (2:1) with a three foot wide flat crown.
- Lessee (Sublessee, if applicable) shall provide shade trees indigenous to the area that conform to all applicable codes, ordinances, and Legal Requirements in all vehicle parking areas.

Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping materials shall be indigenous to the State and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including aircraft. Decorative bark and seed or fruit bearing trees will not be approved by the City.

All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water. Landscaping materials shall be compatible with the surrounding land and Improvements and shall not pose a hazard to Airport, aircraft, or vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, (b) not obscure ATC line of sight, and (c) not exceed 25 feet above ground level.

4.16. Loading and Service Areas

In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be paved.
- Loading docks or service areas shall not be visible from the street. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words “Loading Zone” in black lettering.

4.17. Open Sided Buildings

Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of aircraft shade ports and/or wash racks.

4.18. Pedestrian Circulation

Pedestrian movement shall be safe, convenient, and orderly. Pedestrian circulation must be consistent with Livermore Development Code Section 4.04.070.B, *Pedestrian walkways and bicycle paths*, and City of Livermore Design Standard and Guidelines, as they exist today or are amended. Walkways shall conform with applicable codes, ordinances, and Legal Requirements. Convenient pedestrian access from all aircraft and vehicle parking areas to building entrances shall be provided. Pedestrian walkways shall be constructed of concrete. Bituminous asphalt, dirt, and gravel walkways will not be approved by the City. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended, and any other applicable Legal Requirements. Pedestrian access to Restricted Areas shall be controlled with a security pass, key card, access gate or other approved security access system.

4.19. Residence

No building, vehicle, Equipment, or aircraft shall be used as a place of residence either on a temporary or permanent basis.

4.20. Setbacks

To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including aircraft, vehicle, and Emergency Vehicle access), the following setbacks shall be met and maintained:

Minimum Building Setback Requirements

- Refer to the applicable zoning regulations set forth in the Livermore Development Code, Part 3, *Specific to Zones*.

Vehicle Parking Area Setback Requirements

- Parking is prohibited within a setback area.
- Refer to Livermore Development Code Section 4.05.30, *Parking Lot Landscaping*, for additional requirements within a potential setback area.

Utility Transformer or Meter Setback Requirements

- Street right-of-way: minimum of five feet.
- Side lot line:
  - With Ramp – minimum of 10 feet
  - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the ALP. The City shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxilane, or Taxiway edge.

The entire setback area shall be graded and seeded, sodded, or landscaped between the lot lines and from the Ramp to the building face in a manner that produces an acceptable lawn or landscaped area with exception of the areas which are required for Ramps, driveways, roadways, walkways, or vehicle parking areas.

The City reserves the right to evaluate this Section where the requirements are subject to modification, since different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; aircraft Design Group; location on the Airport; and adjacent or surrounding land and/or Improvements.

4.21. Signage

Signage shall conform to applicable codes, ordinances, and Legal Requirements and be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, the natural environment, and the overall character of the lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of aircraft, vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to installation of signage.

General – All existing signs, on the date of adoption of this Policy, are considered approved by the City if the signs do not create a hazard to Airport, aircraft, or vehicle operations, and/or pedestrians and if the signs comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

Signage must be consistent with Livermore Development Code Chapter 4.06, *Sign Standards*, and City of Livermore Design Standards and Guidelines, as they exist today or are amended.

4.22. Buildings

Buildings shall be masonry, concrete, or steel frame load bearing construction.

Wood framed buildings will not be approved by the City.

4.23. Utilities

A utilities plan identifying all utilities shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee (Sublessee, if applicable) is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee (Sublessee, if applicable) from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee (Sublessee, if applicable).
- Lessee (Sublessee, if applicable) or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

4.24. Vehicle Parking

A landside vehicle parking area plan describing the vehicle parking layout shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction.

All vehicle parking areas shall be paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.

Number of Vehicle Parking Spaces – Vehicle parking areas shall provide parking consistent with Livermore Development Code Chapter 4.04, *Parking Standards*, as it exists today or amended. In addition, the following parking ratios apply:

- One vehicle parking space per 1,000 square feet up to 20,000 square feet of building area which is used for aircraft storage and/or maintenance. One vehicle parking space per 2,000 square feet of building area in excess of 20,000 square feet.

- One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be “van-accessible”.

5. PROCEDURES FOR DEVELOPMENT CONCEPT APPROVAL

5.1. Concept Plan

At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map with scale (1" = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and legal description of the lot;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- number and location of vehicle parking areas based on building square footage estimates;
- designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc.;
- fencing and security gates;
- topographic map depicting existing and proposed contours;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- internal site circulation and designation of public and private streets;
- designated open space;
- proposed schedule for completion of the Development Plan (as outlined in Section 5.2);
- Project Narrative that describes how the proposed development will meet the objectives identified in Section 1.2 and Resolution 2010-058

5.2. Development Plan

The Development Plan shall include a complete set of plans and specifications that fully define the proposed land use as described in the listed in the City's Plan Set Requirements for Planning Applications handout. The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development's access points.

The City will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets. An electronic copy of the Development Plan shall also be provided.

To be accepted by the City, the Development Plan shall include the documents listed in the City's Plan Set Requirements for Planning Applications handout and the following items and requirements:

Letter of Intent – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

Letter from Water and Sewer Providers – Based on written notification to the providers from the Applicant of the intent to develop the site which includes an estimated total number of gallons per day of water requirements and an estimated number of gallons per day of sewage to be treated, both based on total building square footage and use, letters from the proposed water and sewer providers shall include proof that the provider has the ability to fully serve the development according to the requirements identified by the Applicant.

In the case of a proposal for utilization of individual wells and/or septic tanks, the Development Plan shall clearly state that wells are proposed. The City will refer the entire submittal to the appropriate Agency

having jurisdiction to obtain an opinion on the adequacy of the proposal.

Letter from Livermore-Pleasanton Fire Department (LPFD) – This letter shall identify the impacts of the proposed development on the LPFD (in general) and the LPFD's capabilities of servicing the proposed development (in particular).

Engineer Stamp – All plans and drawings shall be stamped by an engineer certified or licensed in the State of California.

Waiver Request Letter – This letter, which requests a waiver to the submittal process shall identify each item for which a waiver is requested and provide detailed justification for the request. This is a separate letter and it shall not be combined with or substituted for the Letter of Intent.

Review Fee – Checks shall be made payable to the City for the total amount of fees required as stipulated by the City.

Entitlement Fees – Checks shall be made payable to the City for the total amount of fees required as stipulated in the City's Master Fee Schedule.

Financial Plan – The Financial Plan shall include a statement of financial capacity from a qualified financial institution, a three-year historical income statement and balance sheet, a three-year historical statement of cash flows, a five-year projected income statement (or pro forma) for the proposed development, and a five-year projected statement of cash flows for the proposed development.

Development Agreement – Copy of executed Development Agreement.

Completed FAA Form 7460-1 – Notice of Proposed Construction or Alteration.

5.3. Requirements of the Federal Aviation Administration

Non-Aeronautical Uses – FAA approval may be required for any project involving non-aeronautical uses.

Possible Obstructions in the Navigable Airspace – 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace* establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define "imaginary surfaces" which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate these imaginary surfaces would, most likely, not be approved by the FAA in which case, it is unlikely that the City would approve the project as well.

Notice of Proposed Construction or Alteration – Once the Development Plan has the support of the City and once FAA Form 7460-1, *Notice of Proposed Construction or Alteration* has been completed by the Applicant, the City will submit the form to the FAA.

- FAA Form 7460-1, *Notice of Proposed Construction or Alteration* is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, and provide any additional or supplemental information requested by the FAA or the City to facilitate the approval process.

6. CONSTRUCTION PHASE

6.1. Pre-Construction Meeting

Prior to initiating construction, the City shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the City's safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

6.2. Permits, Licenses, Inspections, and Certifications

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

No construction shall be undertaken without first receiving a building permit.

6.3. Bonds

Contractor Construction Bond – Prior to the issuance of notice to proceed, Lessee's (Sublessee's, if applicable) contractor shall deliver to the City and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the City from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the City being named on the dual obligee rider.

Tenant Payment Bond – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the City with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

Surety Company's Financial Rating Requirement – All bonds shall be issued by a surety company certified or licensed to transact business in the State and satisfactory to the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond.

The surety company shall have a Best rating of A or better or be approved in advance and in writing by the City.

6.4. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in Appendix 7.8 and as may be required by Legal Requirements.

6.5. Clean-Up During Construction

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring on the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and functional condition, consistent with best practices.
- Failure to properly maintain the construction site may result in the City conducting or contracting the clean-up at the Lessee's (Sublessee, if applicable) or contractor's sole risk, cost, and expense.
- This is not to be construed as a duty or obligation of the City to provide or arrange for such clean up services.

6.6. Damages During Construction

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the City's sole discretion, shall reimburse the City for all damages to land, Improvements, vehicles, aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.

6.7. Erosion Prevention During Construction

To prevent loss of soil by water and wind erosion and to minimize the generation of dust, best practices combinations of the following approaches shall be used during construction.

- A dust mitigation plan shall be submitted and approved by the City prior to the start of construction.
- Only the smallest possible area of cleared land shall be exposed.
- Provisions shall be made to effectively accommodate increased runoff caused by changes to soil and/or surface conditions.
- Permanent surfacing and landscaping shall be installed as soon as practical.
- Temporary mulching shall be used for imported fill that may be subject to erosion.
- Cleared land shall be watered down at frequent intervals to minimize the creation of dust.

6.8. Inspections

The City or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans, specifications, drawings, and related documents (as submitted in the Development Plan outlined in Section 5.2 and approved by the City) are being met (and the work is being accomplished) in a safe, secure, efficient, and prompt manner and in accordance with the Airport's operational and coordination requirements.

- This would include, but not be limited to, construction methods, techniques, processes, and procedures; materials and finishes; vehicles, equipment, and tools; and personnel.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

6.9. Protection of Property and Work in Progress

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

6.10. As-Built Drawings

Within thirty (30) calendar days of project completion, the Applicant shall submit reproducible as-built 11" x 17" CAD drawings of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to the Airport's benchmark using the station/offset system. The as-built drawings shall be signed by an engineer or land surveyor certified or licensed in the State.

7. APPENDIX

7.1. Airport Development Priorities

APPENDIX B

City of Livermore - Airport Policy Resolution

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING AIRPORT OPERATIONAL AND DEVELOPMENT POLICIES

The City's General Plan states in Goal CIR-8 that the City will "support and protect safe and efficient aviation operations at the Airport". In support of that goal and the City Council's desire to communicate its position on future Airport development, staff recommends that the Council support, to the extent feasible under federal law and the City's Grant Assurances with the Federal Aviation Administration, the following policies to guide the Airport Advisory Commission and staff in the future development of the Airport:

1. Future development at the Airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the Airport Advisory Commission, and shall be based on tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft having to fly to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport.

2. Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities are in need of significant rehabilitation, improvement, or replacement.

3. The City Manager, Public Works Director, and Airport Manager shall take no action to solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport. However, small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region shall be encouraged to support the local economy and ensure economic vitality, and staff shall endeavor to establish this type of business.

4. The City does not intend to extend the existing runways.

5. The City will aggressively foster the reduction of aircraft noise through voluntary noise reduction efforts, especially during night hours. The City will participate in federal lobbying efforts to legislate the phase-out of high noise-producing jets.

6. In cooperation with other Tri-Valley Cities, the City will conduct periodic noise monitoring activities, and report these activities to local elected Boards at least once every two years.

7. The City will take necessary steps to enhance the Airport as the region's key disaster relief and recovery facility.

1 RESOLUTION NO. 2010-058

B-1

8. The City will continue to operate the Livermore Municipal Airport as an unsubsidized and self-sustaining public enterprise in a safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the preceding policies and procedures are established for the operation and development of the Airport:

On the motion of Councilmember Leider, seconded by Councilmember Williams, the foregoing resolution was passed and adopted on the 22nd day of March, 2010, by the following vote:

AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
SUSAN NEER

DATE: March 23, 2010

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

2 RESOLUTION NO. 2010-058

B-2

7.2. Definitions

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Livermore Municipal Airport (LVK).

Airport Land Use Commission (ALUC) – A local Agency responsible for ensuring compatibility between airports and the surrounding land uses

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Manager – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the City providing evidence of the insurance coverages and policy limits.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Competitive Proposal Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Confidential Information – Any information or data, regardless of whether it is in a tangible form, that is not generally available to the public and is clearly market and identified as “confidential”.

Development Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Disposition and Development Agreement (DDA) – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Minimum Standards.

General Aviation – All aviation with exception of Air Carriers and the military.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Legal Requirements – All applicable federal, state, City, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Ramp – Those paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the City has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

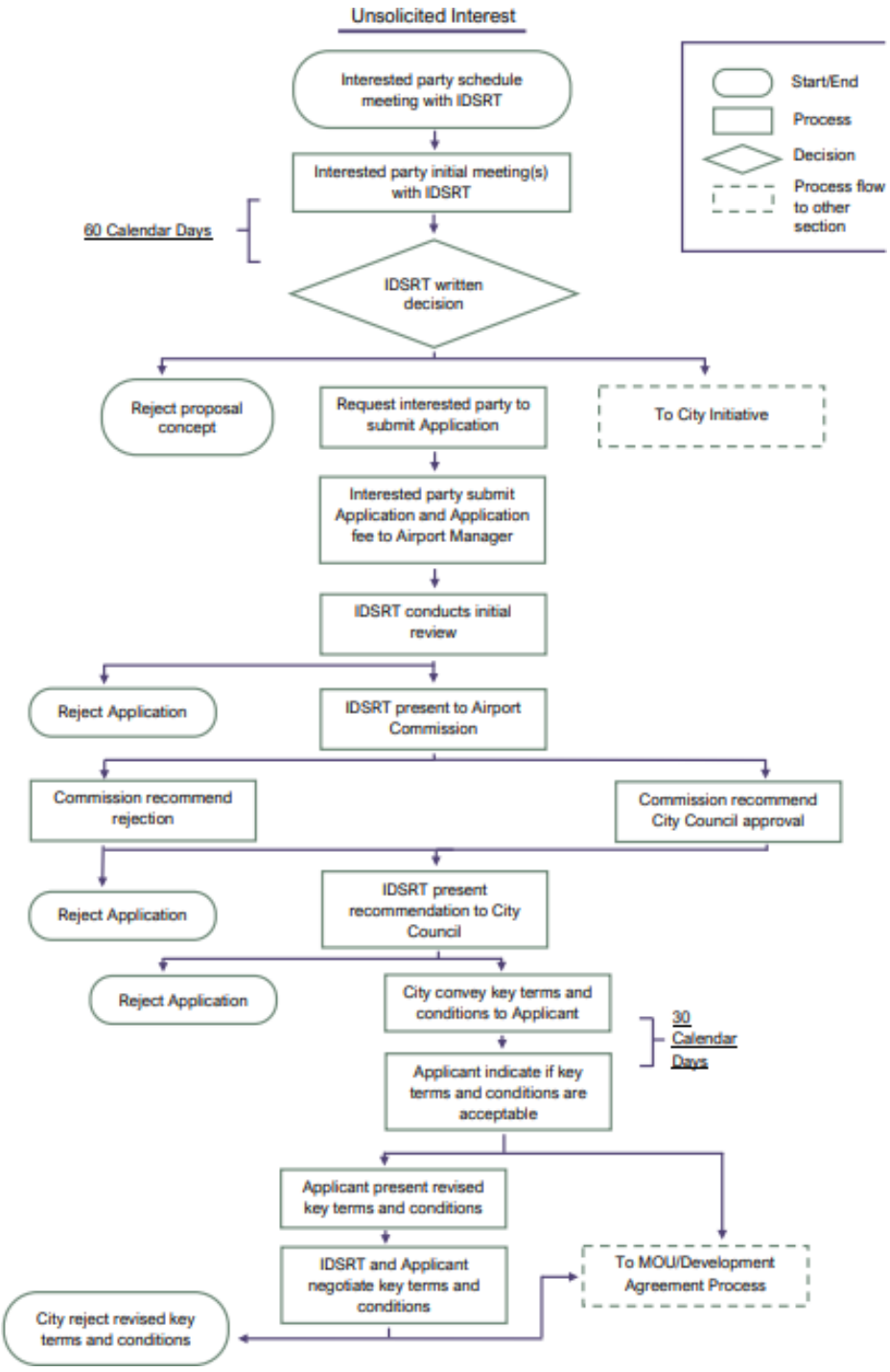
Tenant – A person, Association, or entity that has entered into an agreement with either the City or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

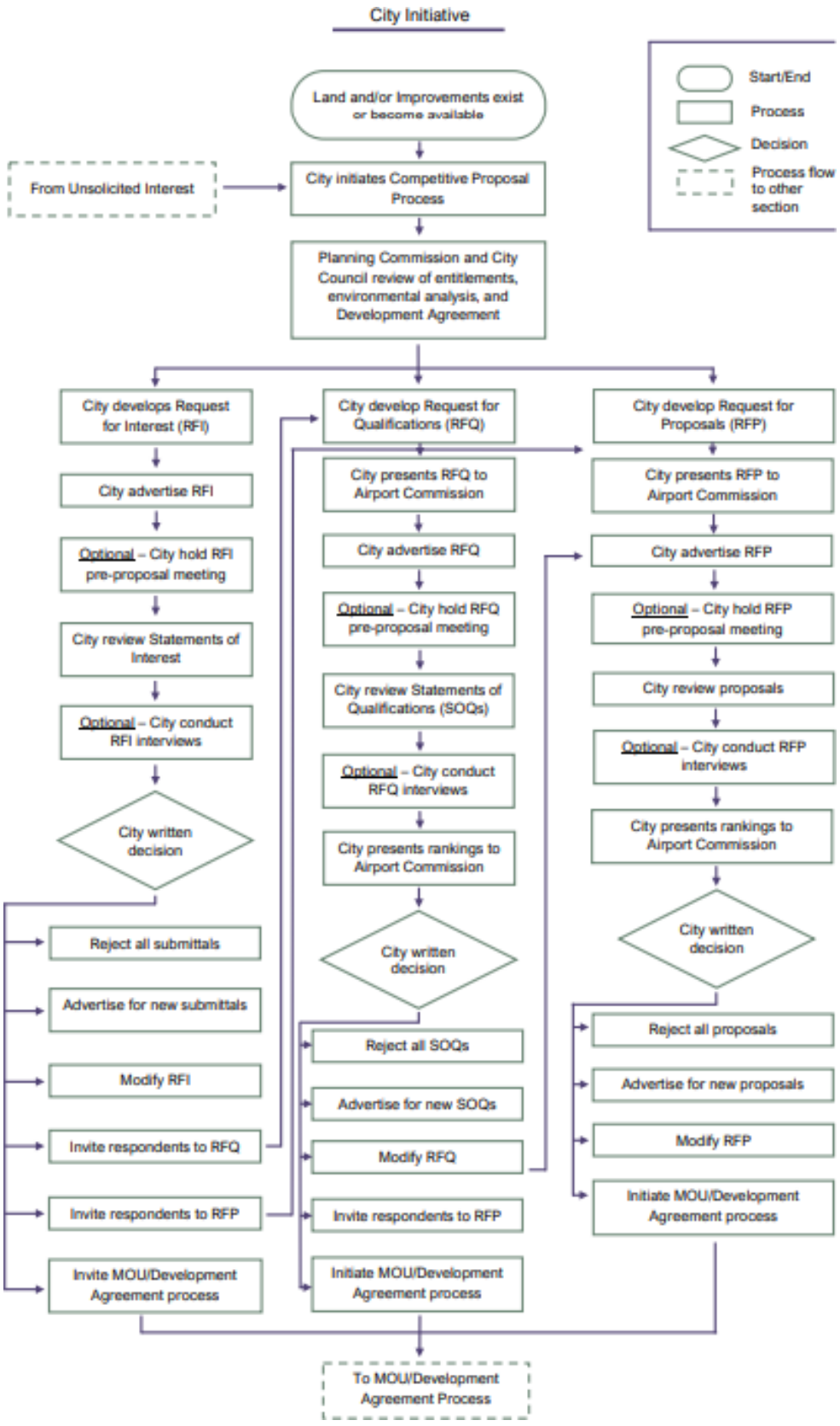
Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

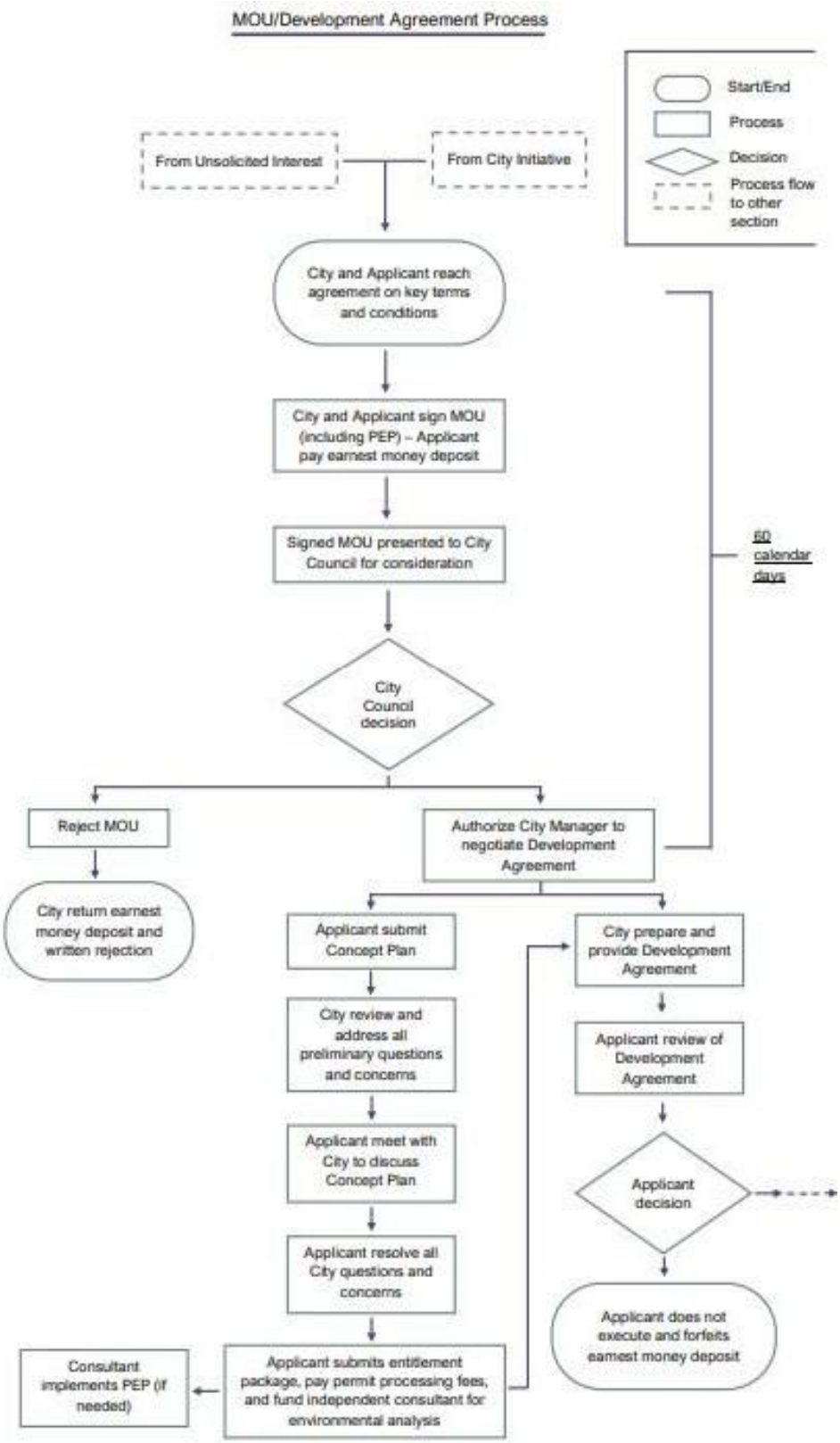
7.3. Acronyms

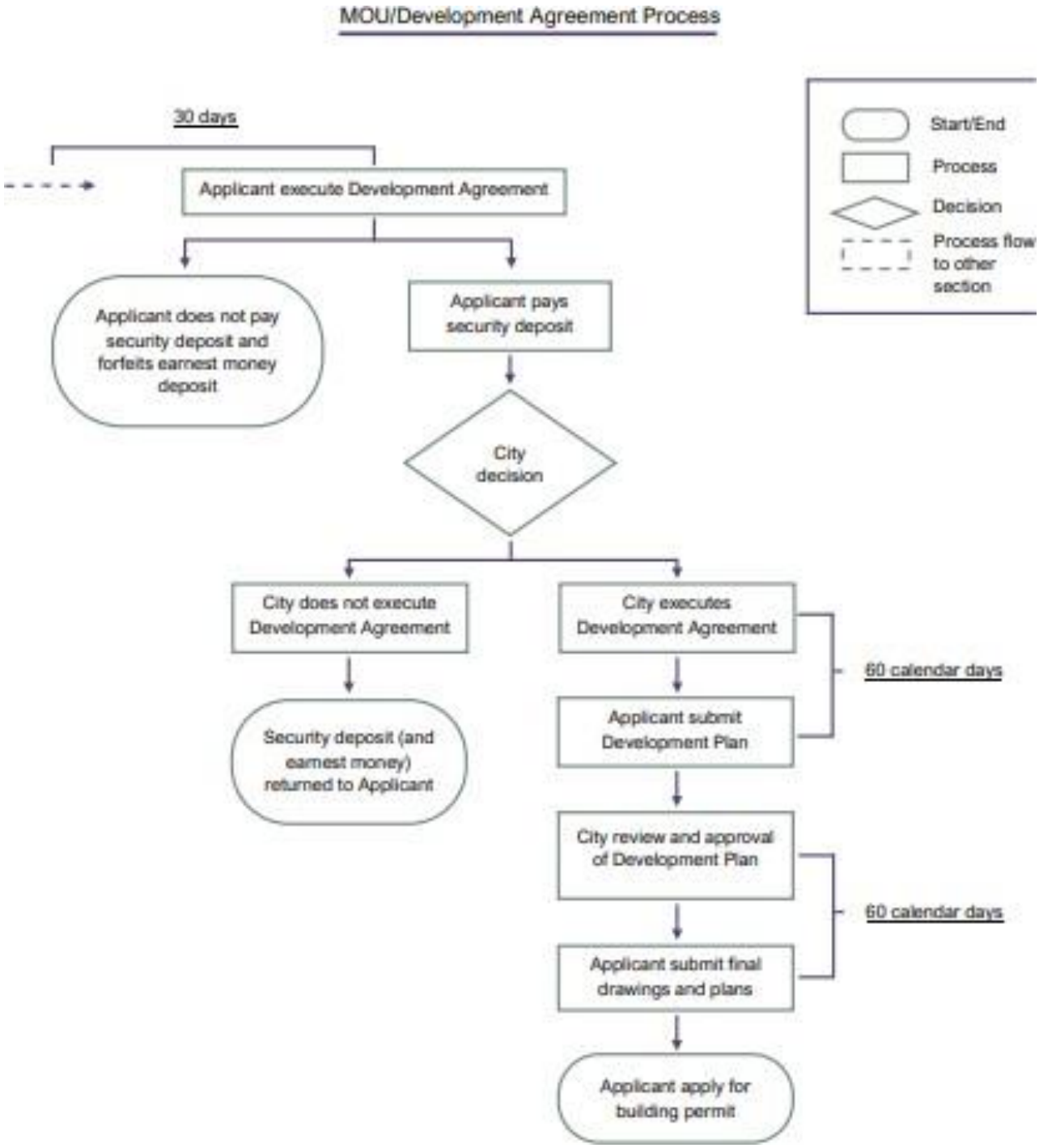
AC	Advisory Circular
ALP	Airport Layout Plan
ATC	Air Traffic Control
ALUC	Airport Land Use Commission
AOA	Air Operations Area
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CO	Certificate of Occupancy
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
IDSRT	Inter-Departmental Staff Review Team
MOU	Memorandum of Understanding
NEPA	National Environmental Protection Act
SASO	Specialized Aviation Service Operator
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
U.S.C.	United States Code

7.4. Leasing Practices Flowchart




City Initiative
Start/End
Process
Decision
Process flow to other section
Land and/or Improvements exist or become available
From Unsolicited Interest
City initiates Competitive Proposal Process
Planning Commission and City Council review of entitlements, environmental analysis, and Development Agreement
City develops Request for Interest (RFI)
City advertise RFI
Optional – City hold RFI pre-proposal meeting
City review Statements of Interest
Optional – City conduct RFI interviews
City written decision
Reject all submittals
Advertise for new submittals
Modify RFI
Invite respondents to RFQ
Invite respondents to RFP
Invite MOU/Development Agreement process
City develop Request for Qualifications (RFQ)
City presents RFQ to Airport Commission
City advertise RFQ
Optional – City hold RFQ pre-proposal meeting
City review Statements of Qualifications (SOQs)
Optional – City conduct RFQ interviews
City presents rankings to Airport Commission
City written decision
Reject all SOQs
Advertise for new SOQs
Modify RFQ
Invite respondents to RFP
Initiate MOU/Development Agreement process
City develop Request for Proposals (RFP)
City presents RFP to Airport Commission
City advertise RFP
Optional – City hold RFP pre-proposal meeting
City review proposals
Optional – City conduct RFP interviews
City presents rankings to Airport Commission
City written decision
Reject all proposals
Advertise for new proposals
Modify RFP
Initiate MOU/Development Agreement process
To MOU/Development Agreement Process


MOU/Development Agreement Process
Start/End
Process
Decision
Process flow to other section
From Unsolicited Interest
From City Initiative
City and Applicant reach agreement on key terms and conditions
City and Applicant sign MOU (including PEP) – Applicant pay earnest money deposit
Signed MOU presented to City Council for consideration
60 calendar days
City Council decision
Reject MOU
City return earnest money deposit and written rejection
Authorize City Manager to negotiate Development Agreement
Applicant submit Concept Plan
City review and address all preliminary questions and concerns
Applicant meet with City to discuss Concept Plan
Applicant resolve all City questions and concerns
Applicant submits entitlement package, pay permit processing fees, and fund independent consultant for environmental analysis
Consultant implements PEP (if needed)
City prepare and provide Development Agreement
Applicant review of Development Agreement
Applicant decision
Applicant does not execute and forfeits earnest money deposit


MOU/Development Agreement Process
Start/End
Process
Decision
Process flow to other section
30 days
Applicant execute Development Agreement
Applicant does not pay security deposit and forfeits earnest money deposit
Applicant pays security deposit
City decision
City does not execute Development Agreement
Security deposit (and earnest money) returned to Applicant
City executes Development Agreement
Applicant submit Development Plan
60 calendar days
City review and approval of Development Plan
Applicant submit final drawings and plans
60 calendar days
Applicant apply for building permit

7.5. Lease / Development Proposal Evaluation Form

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

Please provide a detailed description as to how the proposed development/redevelopment meets the following objectives:

- **Environmental** – Establish sustainable development practices to conserve natural resources and minimize adverse impacts on the environment.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community, including noise.
- **Function** – Encourage imaginative and innovative development of land and Improvements consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.
- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Preserve property values, enhance investments, and ensure the Airport is as self-sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, and Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impacts the visibility of airport lighting and/or signage,
- impairs the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endangers or adversely impacts the arrival, departure, or maneuvering of aircraft.

Please provide a detailed description as to how the proposed development/redevelopment meets the above general requirements.

7.6. RFI, RFQ, and/or RFP Document Guidelines

The content that may be included in each type of document is identified in the table that follows:

Item	RFI	RFQ	RFP
Objectives with respect to the opportunity	•	•	•
Responsibility for compliance with Legal Requirements		•	•
Overview of the community, the Airport, and the marketplace	•	•	•
Location (and approximate size) of the subject property	•	•	•
Complete and thorough description of the subject property		•	•
Anticipated use of the subject property	•	•	•
If Commercial, outline the desires with regard to the: (a) entity's qualifications and experience and (b) the range, level, and quality of General Aviation products, services, and facilities (and/or Improvements) to be developed		•	•
Anticipated lease term (duration)			•
Minimum rent for the subject property			•
If Commercial, identify the minimum fees and/or other charges for engaging in Activities at the Airport			•
Schedule that identifies key dates for the process	•	•	•
If necessary, the location, date, time, and requirement for attendance at a pre-proposal conference	•	•	•
Specific instructions regarding the content and format of the submission	•	•	•
Require a proposal bond or personal guarantee (that shall remain in effect for 180 calendar days), in the amount equal to the total rents, fees, and other charges proposed to be paid in the first month of the Agreement or $1,000 (whichever is greater)			•
Place, date, time, and any additional instructions for submission	•	•	•
Grounds for denial or disqualification and withdrawal			•
Evaluation and/or selection criteria to be utilized		•	•
Required forms, statements, and affidavits to be completed for submission			•
Draft of proposed Agreement and/or Permit			•
Minimum Standards and Rules and Regulations			•

7.7. Advertising Guidelines

The RFI/RFQ/RFP advertisement should:

- provide a description of the RFI/RFQ/RFP opportunity including identification of the Airport land and/or Improvements that are and/or may be available for lease (subject property) and the General Aviation products, services, and/or facilities that are and/or may be desired by the City;
- provide instructions to proposers for obtaining the RFI/RFQ/RFP document; and
- identify the date, time, and method for submittals.

7.8. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in this Section and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State with a Best rating of A or better or be approved in advance and in writing by the City.

- **Commercial General Liability** – Coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and $100,000 fire legal liability.

- **Commercial or Business Automobile Liability** – Coverage in the minimum amount of $1,000,000 CSL bodily injury and Property damage for all vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired vehicles.
- **Personal Vehicle Liability** – Coverage in the amounts of $250,000 per person and $500,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each vehicle to be operated in association with the contract that is not insured under Commercial vehicle Liability.
- **Workers' Compensation (WC)** – Coverage, in full compliance with California's statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of $1,000,000.
- **Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of $500,000 each occurrence and $1,000,000 aggregate.
- **Property Coverage** – Course of Construction (Builder's Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the City. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the City.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the City shall be excess of contractor's insurance coverage and shall not contribute to it.

The City shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

All insurance, which contractor is required to carry and keep in full force and effect, shall name the City and the City Council, individually and collectivity, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the City and the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after thirty (30) calendar days prior written notice, fourteen (14) calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.

Contractor agrees to provide the City with the following insurance documents before the start of construction:

- Certificates of Insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
- sixty (60) calendar days' notice cancellation clause endorsements.

It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the law.

Claims Made Insurance – If the Professional Liability coverage is "claims made", contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

Contamination and Pollution – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor's activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.

THE CITY OF
PLEASANTON

June 21, 2023

Livermore Mayor and City Council
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550-1052

RE: City of Pleasanton Comments on the Livermore Municipal Airport Leasing and Development Policy

Dear Mayor Marchand and Livermore City Council –

I am writing on behalf of the Pleasanton City Council to provide comment regarding the City of Livermore's (Livermore) Airport Leasing and Development Policy under consideration at your meeting on Monday, June 26, 2023.

As you are aware, the City of Pleasanton and our resident's concerns are most focused on expansion of airport activity and noise associated with flight activity that may occur with such expansions. As such, it is important that Livermore's policies continue to adhere to the limitations established in Resolution 2010-058, and that there is transparency and appropriate analysis of any project with the potential to increase flight activity and thus impacts to the surrounding community.

In the City of Pleasanton's letter dated April 7, 2023, four key issues as related to the DRAFT Airport Development Policy are discussed (Attachment 1). While each of these issues were addressed in part, the City of Pleasanton is concerned that the proposed policy lacks specificity and does not adequately reflect the 2010 Livermore City Council Resolution 2010-058 as it relates to expansion of airport activities and associated impacts, nor thoroughly articulates how the public and interested parties will be provided notification of major improvements or other planned development activities.

The City of Pleasanton requests that the Livermore City Council not approve the proposed Leasing and Development Policy and direct staff to revise the proposed policy to provide additional specificity especially as it relates to the compliance with Resolution 2010-058 and include the amendments as noted in the following bullet points. Edits to the policy text were made with a strike through line and red lettering is used for the requested amendments:

- **In Section 1.2 Goals Objectives, and Development Priorities**, five objectives were identified that will be used as criteria for evaluating proposals for Airport land lease/development. This section notes that the objectives reflect the Airport Development Priorities established by the Livermore City Council in Resolution 2010-058. We request that the objectives be amended as follows:

P.O. Box 520, Pleasanton, CA 94566-0802 **123 Main Street**

City Manager (925) 931-5002 Fax: 931-5482
City Attorney (925) 931-5015 Fax: 931-5482
Economic Development (925) 931-5038 Fax: 931-5485
City Clerk (925) 931-5027 Fax: 931-5492

Environmental – ~~Establish~~ Employ sustainable development practices to conserve natural resources and minimize adverse impact, such as noise, air, and water pollution, on the environment. Actions to reduce impact of noise pollution should be employed such as aggressively fostering the reduction of aircraft noise through the voluntary noise reduction efforts, especially during night hours. Action to reduce air pollution should be taken by supporting the transition from leaded to unleaded fuel as it becomes feasible. Action to prevent PFAS or other contamination into the water system should be undertaken such as monitoring the use of fire foam or other chemicals containing PFAS and report any usage in monthly report to the Airport Advisory Commission.

Social – Maintain and enhance a compatible relationship between the Airport and surrounding community through public engagement efforts that will include information regarding the scope and scale of proposed projects and provide activities that will allow for public input and inquiry. Public engagement must address potential impacts to surrounding community such as increased aircraft activity, vehicle traffic, noise to the surrounding community and how these impacts will be mitigated.

Function – ~~Encourage~~ Development of Airport land ~~and Improvements~~ is to occur in response to existing aviation demand, which is to be evaluated by the Airport Advisory Commission and based upon tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft flying to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport. Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities need significant rehabilitation, improvement, or replacement. All development and redevelopment must be ~~that meet the needs of the Airport and are~~ consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.

Visual – Establish high-quality standards for architectural and landscape design and construction.

Economic – Support the local economy and ensure economic vitality through supporting small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region. Preserve property values, enhance investments, and ensure the Airport is a self-sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

- **In Section 1.7 Public Engagement Requirement**, the current language states that a Public Engagement Plan (PEP) shall be designed to inform the public as to the scope and scale of the proposed activity. We would like to request that the scope of the PEP include more specifics as to how the community engagement will occur, such as requiring activities that will provide opportunities for the public to provide input and ask questions.

- **In Section 2.9 Possible Grounds for Rejecting an Application or Proposal**, we request additional clarity to the first bullet and the additional items listed that are noted in Resolution 2010-058 but are not listed in this section be included.

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. This includes objectives referenced in Section 1.2 and Resolution 2010-058 and include but are not limited to:
    - No tangible evidence of existing demand
    - Implies or requires extension of runways
    - Is a large cargo operator or caters to large cargo operators

  The burden of proof shall be on the entity and the standard of proof shall be clear and convincing evidence.

- **In Section 3.3 Provision of Necessary Airport and/or Improvements**, we request the following language be added.

  The City encourages development that fully utilized, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully utilized, the City encourages development that complies with objectives outlines in Section 2.1 and Resolution 2010-058 and that:

- **In Section 5.1 Concept Plan**, we request that a bullet be added to include the following:
    - Project Narrative that describes how the proposed development will meet the objectives identified in Section 1.2 and Resolution 2010-058

We appreciate the City of Livermore's ongoing efforts to be "good neighbors" to the City of Pleasanton. The Livermore Municipal Airport has continued impacts on the City and its residents and this Leasing and Development Policy is an important tool to provide clarity around current and future decision making. Please let me know if you have any questions or would like to discuss in more detail.

Sincerely,

Gerry Beaudin
City Manager

C: Pleasanton Mayor and City Council
Marianna Marysheva, Livermore City Manager
Michael Musca, Livermore Municipal Airport, Manager
Benedict Stuth, Livermore Municipal Airport, Assistant Airport Manager

Attachment:

1. 4.7.23 Pleasanton Comment letter regarding DRAFT Airport Development Policy and Hanger Waitlist Policy

THE CITY OF
PLEASANTON

April 7, 2023

Ms. Marianna Marysheva
City Manager
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550-1052

Via email: mmarysheva@livermoreca.gov

RE: City of Pleasanton Comments on the Airport Development Policy and Hanger Waitlist Policy

Dear Marianna –

Thank you for the opportunity to review and comment on the City of Livermore's (Livermore) Draft Airport Development Policy and Hangar Waitlist Policy. Please find below the City of Pleasanton's comments regarding the draft policies. As you are aware, Pleasanton and public concerns are most focused on expansion of airport activity and noise etc. associated with flight activity that may occur with such expansions. As such, it is important that Livermore's policies continue to adhere to the limitations established in Resolution 2010-058, and that there is transparency and appropriate analysis of any project with the potential to increase flight activity.

While we appreciate the more detailed and comprehensive planning and approval approach reflected in the policies, the City of Pleasanton (Pleasanton) is concerned that the policies do not adequately utilize or reflect the 2010 Livermore City Council Resolution as it relates to expansion of airport activities and associated impacts, nor thoroughly articulate how the public and interested parties will be provided notification of major improvements or other planned expansion.

Pleasanton's specific comments of the Draft Policies are as follows:

1. The Draft Policy does not adequately tie the basis or rationale for approval of improvements to the specific parameters outlined in Resolution 2010-058. As you are aware, the Resolution generally seeks to limit the expansion of airport operations and additional flight activity, base any expansion solely on the basis of existing demand and "tangible evidence" thereto; to control noise, and more specifically, to limit certain expansions such as the extension of runways or development of large air-cargo operations.

2. In Section 1.2, the bullet list of objectives used to evaluate proposals is deemed to "reflect the Airport Development Priorities" in Reso 2010-058. It further notes they will be "used as criteria for evaluating proposals for Airport land lease/development, as further explained in

P.O. Box 520, Pleasanton, CA 94566-0802 **123 Main Street**

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City Attorney (925) 931-5015 Fax: 931-5482
Economic Development (925) 931-5038 Fax: 931-5485
City Clerk (925) 931-5027 Fax: 931-5492

this document." However, the relationship between the (somewhat generic) objectives, and the very specific guidance of the Resolution is unclear, and the Policy does not in fact provide any further explanation or reference to the Resolution, other than attaching the Resolution as an appendix. For example, the policy does not actually directly cite or use any of the criteria stated in the Resolution (e.g. determination/findings that improvement necessary to support existing demand, versus supporting expansion/increase in capacity or size of aircraft that can be accommodated). Explicit compliance with the Resolution is not called out in Section 1.4 (Compliance), nor in the review procedures in Section 2.2 with respect to new leases, or Section 3.3 with respect to provision of improvements.

3. The Airport Development Policy does not address requirements for CEQA / NEPA environmental review. As noted in the preface, whether based on an individual proposal or a more comprehensive plan (as Pleasanton suggests may be appropriate), CEQA and/or NEPA review will be required for many projects, and will help provide disclosure of potential impacts through evaluation of noise, air quality, hazards and other impacts if there is a change in operations associated with a lease or improvements).

4. The Policies are unclear about what notification is to be provided to the public or other interested parties (such as the City of Pleasanton), and at what stages in the process. As written, no public notification for any lease or improvement, beyond that required for a standard City Council or planning application (if required) is noted. While we do not think it will be necessary or appropriate to require a public notice for minor changes (e.g. repair of an existing building), certain actions or approvals, particularly those that would constitute an expansion or intensification of use, may warrant additional notification or referral.

Thank you for the opportunity to provide comment. Please let me know if you have any questions or would like to discuss in more detail.

Sincerely,

Gerry Beaudin
City Manager

C: Michael Musca, Airport Managaer
Benedict Stuth, Assistant Airport Manager



Airport Leasing and Development Policy

June 26, 2023
Presented by: Michael Musca, Airport Manager

LIVERMORE CALIFORNIA

1

Proposed Airport Leasing and Development Policy

- Tonight, the Council will consider the proposed Policy only
  - no development proposed
- Policy does not change zoning or the Airport Master Plan
  - does not call for or allow for airport expansion

LIVERMORE CALIFORNIA

2

Airport Leasing and Development Policy

- Policy provides clear goals, objectives and criteria to evaluate development proposals
  - Requires consistency with 2010 Resolution, public outreach, Airport Commission review, and City Council approval
    - ✓ Discourages large scale air cargo operators, no runway extension, noise reduction efforts
  - Additional revisions provided in the supplemental to address noise, leaded fuel, and public participation issues

LIVERMORE CALIFORNIA

3

Airport Leasing and Development Policy Revisions

- **Environmental** –Employ sustainable development practices to conserve natural resources and minimize adverse impacts such as noise, air, and water pollution, on the environment. Actions to reduce impact of noise pollution should be employed such as ~~aggressively~~ fostering the reduction of aircraft noise through the voluntary noise reduction efforts especially during night hours. Action to reduce air pollution should be taken *by* supporting the transition from leaded to unleaded fuel as it becomes feasible. Action to prevent PFAS or other contamination into the water system should be undertaken such as monitoring the use of fire foam or other chemicals containing PFAS and report such ~~any~~ usage ~~in monthly report~~ to the Airport ~~11~~ Advisory Commission.

LIVERMORE CALIFORNIA

4

Airport Leasing and Development Policy Revisions

- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community through public engagement efforts that will include information regarding the scope and scale of proposed projects and provide opportunities ~~activities that will allow~~ for public input and inquiry. Public engagement should ~~must~~ address potential impacts to residents and surrounding ~~surrounding~~ communities~~y~~ such as increased aircraft activity, vehicle traffic, and noise, ~~to the surrounding community and~~ including how these impacts may ~~will~~ be mitigated.

LIVERMORE CALIFORNIA

5

Airport Leasing and Development Policy Revisions

- **Function** – Encourage development of Airport land and Improvements to occur in response to existing aviation demand, ~~which is to be evaluated by the Airport Advisory Commission and based upon tangible evidence,~~ such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft flying to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transpor~~1~~t. ~~Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities need significant rehabilitation, improvement, or replacement.~~ All development and redevelopment must ~~be~~ that meet the needs of the Airport and be consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport.

LIVERMORE CALIFORNIA

6

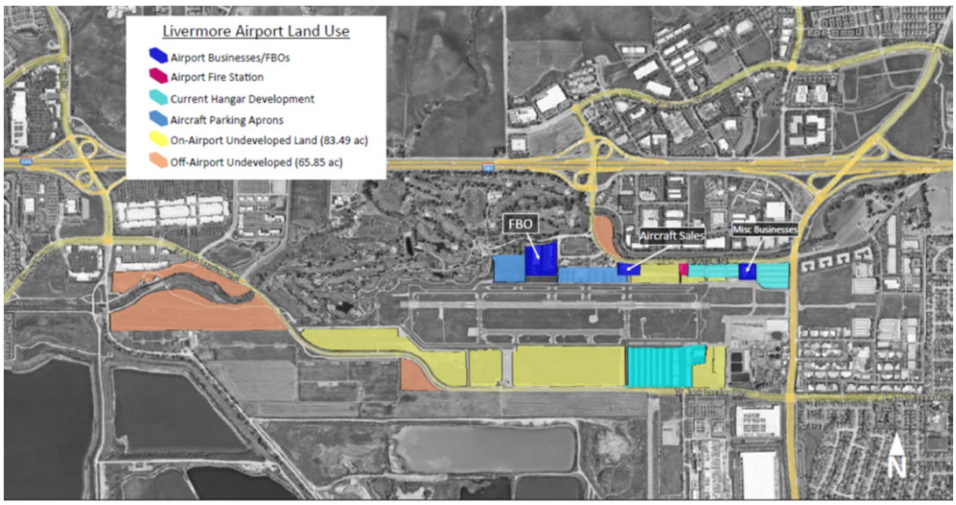
Airport Leasing and Development Policy Revisions

- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Support the local economy and ensure economic vitality through supporting small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region. Preserve property values, enhance investments, and ensure the Airport is as self- sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.

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7

Leasing and Development Policy
Developable Land at Livermore Airport



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8

Airport Leasing and Development Policy
Public Input

- Draft Policy presented to Pleasanton/Dublin Liaisons and Airport Commission
- Posted online, 45-day public review, over 120 comments received from 30 community members
- Relevant comments incorporated into draft policy
- City of Pleasanton submitted letter on June 21, most comments addressed in supplemental materials published today

LIVERMORE CALIFORNIA

9

Staff Recommendation

- Staff recommends the City Council approve the Leasing and Development Policy for the Livermore Airport

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10

Questions?

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11



Appointment of City Council Members to the City Council Subcommittee on Advisory Bodies

June 26, 2023

Presented by

Marie Weber, Deputy City Manager/City Clerk

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1

Staff Recommendation

- Two Council Members are needed to serve on the Subcommittee for the period of July 1 – December 31.
- Previous appointments are listed below:

Year	January 1 – June 30	July 1 – December 31
2023	CM Carling	
	CM Branning	
2022	CM Kiick	Mayor Woerner
	VM Bonanno	VM Bonanno
2021	CM Carling	VM Munro
	VM Munro	CM Kiick
2020	CM Munro	Mayor Marchand
	CM Coomber	CM Carling

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2

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	6/13/2023	Valley Link JPA	Board meeting	Reviewed possible by-laws changes, . Received updates on State and Federal legislation and funding.
Mayor Marchand	6/14/2023	Alameda County Mayors Conference	Homelessness Task Force Subcommittee meeting	Reviewed strategies and progress on local and regional efforts.
Mayor Marchand	6/14/2023	Alameda County Mayors Conference	Business meeting	Made appointments to regional boards, received an update from the League of California Cities. Two presentations on County Programs to reduce homelessness, Homebase and the Home Together Plan.
Mayor Marchand	6/16/2023	Community Association for Preschool Education	Recognition event	Spoke at the event honoring the teachers and staff.
Mayor Marchand	6/16/2023	City of Livermore	Groundbreaking for the L Street garage.	Spoke at the event acknowledging the staff and the commitment of the City to address the number one community concern in the downtown, parking.
Mayor Marchand	6/17/2023	Livermore Valley Arts	Cultural celebration	Attended the Juneteenth celebration at the Shea Plaza in front of the Bankhead Theater.
Mayor Marchand	6/17/2023	Livermore Heritage Guild (LHG)	Anniversary Celebration	Spoke and presented a proclamation recognizing the 50th Anniversary of the LHG at the train depot.
Mayor Marchand	6/21/2023	Livermore Teen Academy	Mentorship	Was shadowed by 4 interns discussed governance and projects.
Mayor Marchand	6/21/2023	Governor Newsom's Office	meeting	Met with representatives from the Governor's Office of External Affairs. Informed them of issues that are critical to Livermore; CEQA reform, infrastructure such as water and electrical and the importance of projects like Valley Link.
Mayor Marchand	6/21/2023	Chamber of Commerce	Business mixer	Met with representatives from the Chamber and local businesses.
Mayor Marchand	6/22/2023	Alameda County Transportation Commission	Commission meeting	Received updates on state and federal legislative activities, local distribution compliance, pavement condition indices. Approved Phase A negative dec for rail crossings in Hayward, San Leandro and unincorporated Alameda County. Livermore roads are in the top two in the County for pavement and road quality.

Mayor Marchand	6/23/2023	Alameda County Local Agency Formation Commission	Workshop	Participated in the bi-annual strategic planning workshop.
Mayor Marchand	6/24/2023	Boy Scouts of America	100th Anniversary Celebration of BSA Troop 939	Attended the program, spoke and presented a proclamation from the City.
Mayor Marchand	6/24/2023	Goodness Village	Anniversary celebration and fundraiser.	Participated in the event.
Mayor Marchand	6/25/2023	Alameda County Fair Foundation	Update	Received an update on the progress of the sustainable Farm project proposed for the fairgrounds.
Mayor Marchand	6/26/2023	Ferrotec	Ribbon cutting	Spoke and presented a Mayor's Certificate of Welcome.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	6/16/2023	EBCE (aka) Ava marketing and Regulations subcommittee	EBCE subcommittee Marketing and Regs	Review of the process for the rename of EBCE to Ava
Council Member Barrientos	6/17/2023	N/A	Juneteenth	Attended Juneteenth celebrations at the Bankhead
Council Member Barrientos	6/21/2023	EBCE/Ava	Board of Directors meeting	Reviewed and accepted the EBCE budget
Council Member Barrientos	6/24/2023	N/A	Met with a State Senate candidate	Met with State Senate candidate Edith Vllapudua. Discussed affordable housing and climate change issues.
Council Member Barrientos	6/26/2023	N/A	Ribbon Cutting	Ribbon cutting/Grand opening of Ferrotec facility

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Branning	6/20/2023	LDI	Board Meeting	
Council Member Branning	6/21/2023	City of Livermore	Tour of the Airport	
Council Member Branning	6/22/2023	City of Livermore	LAYAC new member interviews	
Council Member Branning	6/23/2023	Youth Build	Lunch Meeting	Speaker for Career Exploration Day
Council Member Branning	6/26/2023	LAVTA	Projects and Services Committee	

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Carling	6/16/2023	City of Livermore	L-Street garage ribbon cutting
Council Member Carling	6/17/2023	Livermore Heritage Guild	50 year celebration of Livermore Heritage Guild at the train depot
Council Member Carling	6/22/2023	City of Livermore	LAYAC interviews

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: June 26, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Debbie Elam
Acting Assistant City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Item	Name	Comment
7.1) Discussion and recommended approval of the Airport Leasing and Development Policy.	Bridgette Meyer	I'm a lifelong resident and grew up eagerly enjoying seeing historical aircraft and small planes flying in and out of our airport, but I am concerned that the new policy would create larger noise and pollution levels in our city. I am concerned about the many demonstrated adverse health effects of increased pollution (especially in children) that increased air traffic would cause. In addition, an increase in noise levels would cause disruptions to sleep--even if flights are restricted to daytime hours, these noises can be hugely disruptive to the sleep schedule of night-workers and to the ambiance of our beautiful cozy town. I urge you to reject this proposal. If it is not rejected, I request that you modify language to require airlines to use unleaded fuel to minimize the adverse effects on the population and include language strictly limiting noise emissions, especially with respect to new classes of airplanes such as 737s which may cause high noise levels. Thank you for your time.

7.1) Discussion and recommended approval of the Airport Leasing and Development Policy.	Ronald Baskett	As an air quality meteorologist, 40-year resident of Pleasanton, member of the Tri-Valley Air Quality Climate Alliance, I request City revise & include following language in 3.2. Environmental Quality of LVK Leasing_&_Dev_Policy_06_02_2023: The City will give highest priority to projects that replace leaded aviation gas with unleaded, and that reduce or eliminate diesel and PFAS emissions from airport operations. Basis: 1. Airborne lead is hazardous to health at extremely low levels, especially to children. Commission should fund a lead study in a 1.5-mile radius of LVK. 2. 68% of the cancer risk in Tri-Valley is due to diesel particulate matter. Eliminate diesel emissions as soon as practical. 3. Eliminate PFAS emissions as they contaminate soil & groundwater. Give high priority to Five Rivers Aviation proposals to: a. Build a new unleaded fuel supply system in the next 2 years. b. Complete a 60 MW Solar Hydrogen Project. This statement represents my personal view only.

7.1) Discussion and recommended approval of the Airport Leasing and Development Policy.	Jonathan Krueger	Three good reasons to reject the proposed Airport Development Policy: 1. It doesn't implement the 2010 Livermore City Council resolution. The policy mentions the resolution, but implements almost nothing it says. The resolution says development only for existing demand, based on tangible evidence; no extending runways, no large cargo operators; and aggressive action to reduce noise. You look at the Policy, it's not there. 2. It ignores public comment Public comments wanted the policy to limit noise, require public input, and conform to the Resolution. Noise got two brief inconsequential mentions. Public input: some plan later, all vague. Conform to the resolution: it doesn't. 3. It doesn't protect residents It's got no real protection on noise, on leaded fuels, on increased traffic. Yet these things impact our quality of life every day. I ask you to reject this policy, send it back for revision that implements City goals, respects public input, and protects residents.

7.1) Discussion and recommended approval of the Airport Leasing and Development Policy.	Trish Fuzesy	The airport development policy does not incorporate the Specific Requirements as outlined in Resolution 2010-058, nor does the policy clearly cite each of the 2010-058 Requirements where relevant in the specific policy sections, in order to provide clear and unambiguous guidance. The global reference to Resolution 2010-058 and its incorporation only as an appendix is inadequate and creates ambiguity and uncertainty as to Resolution 2010-058 intent; it falls well short of providing clear and actionable guidance for future airport development. Livermore airport noise is a regional issue and affects all residents living in the larger Tri-Valley area; this area continues to grow in population and size, with more housing being planned. This LVK airport development plan does not do enough to involve all Tri-Valley stakeholders, to preserve the entire regionâ€™s quality of life. Please reject the draft airport development policy and send it back to staff. It is not a good neighbor policy.

From:	Bridgette Meyer
To:	City Clerk
Subject:	Opposition to Airport Policy Changes
Date:	Monday, June 26, 2023 12:47:14 PM

Dear Livermore City Council,
I wish to voice my concern around the proposed changes to airport policy in Livermore. I'm a lifelong resident and grew up eagerly enjoying seeing historical aircraft and small planes flying in and out of our airport, but I am concerned that the new policy would create larger noise and pollution levels in our city.

I am concerned about the many demonstrated adverse health effects of increased pollution (especially in children) that increased air traffic would cause. In addition, an increase in noise levels would cause disruptions to sleep--even if flights are restricted to daytime hours, these noises can be hugely disruptive to the sleep schedule of night-workers and the ambiance of our beautiful cozy town.

I urge you to reject this proposal. If it is not rejected, I request that you modify language to require airlines to use unleaded fuel to minimize the adverse effects on the population and include language strictly limiting noise emissions, especially with respect to new classes of airplanes such as 737s which may cause high noise levels.
All the best,
Bridgette Meyer

From: [redacted]
To: City Clerk
Subject: Proposal to remove 100 Octane fuel from Livermore Airport
Date: Monday, June 26, 2023 1:08:28 PM

Please don't be fooled by mis-quotes and disinformation from people referencing the lead studies around Reid Hillview Airport, and do not respond to airport opponents seeking to eliminate sales of 100 octane fuel at Livermore Airport.

The Santa Clara County study by Professor Zahran did not find children's blood levels to be equal to the cases around Flint Michigan. His study of state data coupled with a series of bad assumptions around activity and other lead sources showed "slightly elevated" levels in the vicinity of the airport, where there were also older homes with lead in plumbing, and lead in paint, as proven by the county's lawsuit against paint manufacturers. Multiple studies by the county and EPA showed **no** elevated lead levels in the air or ground around the airport, and were ignored by politicians seeking to redevelop the airport property.

The aviation industry is working to develop a safe and effective unleaded fuel without tetraethyl lead, and some of that should be coming to the airports in California within several years. Banning the sale of 100 octane fuel now will not address the needs of aircraft requiring 100 octane fuel, and Livermore should join with thousands of other airports waiting for a viable alternative fuel to be developed.

John McGowan

From:	George Reid
To:	City Clerk; Livermore City Council; John Marchand
Subject:	Reject the Airport Development Policy
Date:	Monday, June 26, 2023 4:25:11 PM

Hi,

Current levels of noise from airplanes/jets from Livermore Airport need to be reduced.

1) we have been experiencing increasing noise from aircraft associated with Livermore Airport, small planes (especially the noisy red-and-white plane that flies low over our area) and jets;

2) the process of oversight and review of the Airport should be more open and transparent. Why the secrecy?

3) any revised plans need to Prohibit use of PFAS and other hazardous chemicals. Ground water in the Tri-Valley area is already impacted by PFAS, etc.;

4) no further expansion of the Livermore Airport;

5) reject the Airport Development Policy.

Be a good neighbor for your nearby impacted Pleasanton residents, as well as residents in Livermore and Dublin.

George and Susan Reid
Pleasanton, CA

Received at the Livermore City Council meeting: 6/26/23
Public Comment Received

Good evening, Mayor Marchand & City Council 6/26/2023

As a Registered Nurse, I have a moral duty to alert you when I believe residents may be harmed by something the city is doing. If residents live within a 1 ½ mile radius of Livermore Airport, there's a good chance they and their children are being exposed to harmful levels of lead from aviation fuel. The proposed Airport Leasing and Development Policy states one goal is to minimize adverse impacts on the environment, but it doesn't discuss stopping the sale of 100LL leaded aviation fuel. Over 300,000 gallons were sold in the last year. Emissions from piston engine aircraft collectively account for about 70% of lead released domestically into the atmosphere.

The lead poisoning surrounding San Jose's Reid-Hillview Airport (a similar sized airport) was found after Santa Clara County commissioned a peer-reviewed 10-year study (released Aug. 2021) of children living near the airport. The findings were: the risk of elevated blood lead levels depended on direction of the prevailing winds, and the child's residential distance from the airport. Children residing less than ½ mile from Reid-Hillview Airport had blood lead levels higher than the levels found in children during the Flint, Michigan water system failures. Children residing ½ to 1 ½ miles away had a modest increase in blood lead levels. CDC states: "No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement." I've been monitoring wind direction here, and it's predominantly West to East, or Southwest to Northeast. Children living downwind had higher blood lead levels around Reid-Hillview Airport.

What residential areas are within 1 ½ mile radius of the airport? It appears the straight-line distance between the airport and the Isabel Neighborhood Specific Plan area Denova Homes Project at North Canyons Parkway and Triad Dr. is 1 mile. And it appears the straight-line distance between the airport and Tuileries Ave. in the Montage neighborhood is 1.41 miles.

In my opinion, you don't need to perform your own study, this one was professionally performed and peer reviewed. You should update the Policy to declare a date you'll stop selling leaded aviation fuel. Reed-Hillview stopped selling it Jan. 2022, the first airport to do so. The FAA did challenge this action, but Santa Clara County prevailed, and ended leaded fuel sales.

It's important the City ends the threat of lead exposure to its residents. I'll forward the links to these documents to you, including the County's letter to the FAA.
Thank you.
Felicia Ziomek

June 26, 2023
Livermore Mayor and City Council
City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

RE: Livermore Airport Leasing and Development Policy

Received at the Livermore City Council meeting of: 6/26/23

Dear Mayor Marchand and Livermore City Council:

The Draft Livermore Airport Leasing and Development Policy (Airport Policy) should NOT be approved without further revisions. As currently written, the draft policy greatly exceeds the airport development limits that were established with the 2010-058 Airport Resolution. For example, the 2010 Airport Resolution explicitly restricts airport development unless tangible evidence can substantiate a need to develop available land. Further, the 2010 Airport Resolution curtails the extension of runways, and states the city will not encourage or solicit a stand-alone air cargo operator or cater to large air cargo operators. The new policy must go beyond simply referencing the 2010 resolution; it must state what processes it will use to comply with and to enforce the 2010 resolution. Please direct staff to add specific language that incorporates all 2010 provisions and defines how compliance will be achieved.

Additionally, the new policy raises concerns about transparency, public engagement and public disclosure. The draft policy moves the process of future development behind closed doors, relying on an inter-departmental staff review team (IDSRT) without the involvement of the airport commission and without public hearing requirements. Does the IDSRT violate the Brown Act by excluding the public? It doesn't specifically address how the public will be provided notification of major improvements or other planned development activities. There needs to be more transparency, analysis, and accountability for any project that would increase flight activity and thus create impacts to the surrounding neighborhoods and communities. Requiring the public to file a public records act to obtain information is not an acceptable policy. As it stands now, the policy only requires the city to notify the public of increased noise without feedback mechanisms and lacks noise controls.

Many revisions, amendments and conditions need to be added. I have included only a partial list.

Section 1.2 Goals, Objectives and Development Priorities states the policy must include **"features to minimize adverse impacts on the environment."** This draft policy does not address new information concerning health hazards and safety. Actions must be included to address noise, air, and water pollution.
A)Specific actions must be implemented to aggressively foster the reduction of aircraft noises at night and actions taken if any aircraft violate the State, CEQA, Alameda County, Dublin, Livermore and Pleasanton General Plan Noise Limits.

B) The continued use of leaded aviation fuel near schools directly conflicts with the draft policy stated objectives. Studies by Santa Clara County and Kaiser Permanente August 2021(Published in the Proceedings of the National Academy of Science 2023) linked the ongoing use of leaded aviation gas with elevated lead exposure in children living near Reid-Hillview. The CDC states: “No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement." Because of these findings, Santa Clara County banned the use of leaded aviation fuel in January 2022. This known health hazard could directly impact schools in Livermore; El Rancho Elementary and New Horizons Preschool and Pleasanton Schools Mohr, Hart, and Fairlands. This health impact could also affect children living in the Isabel Specific Plan Neighborhood located 1.5 mile from the airport where lead emissions are shown to have the greatest impacts.

What parallels can we draw between Reid-Hillview and Livermore Airport? The number of take-offs/landings at Livermore Airport were 193,612 from 2/1/2022 to 1/31/2023 --- roughly equivalent to Reid-Hillview Airport. 309,300 gallons of 100LL fuel were sold at Livermore Airport in the 12 months ending 1/31/23. 100 LL fuel is the single largest source of of airborne lead emissions, representing 70% of lead released into the environment. (EPA website) The FAA invited Reid-Hillview to be a demonstration project examining best practices for airports transitioning to unleaded aviation fuel.
Because of the similarities between Livermore and Reid-Hillview, we urge the Livermore City Council to ban the sale of leaded aviation fuel and to apply to become the second FAA demonstration project to accelerate the transition to unleaded aviation fuel.

C) Revisions need to be added to address airport air pollution from Diesel Particulate Matter including but not limited to PM2.5, PM10, NOx,NO2,etc.caused by diesel back-up generators, fuel storage tanks, and other diesel machinery used by the airport and hangar occupants.

D) Actions must be included to monitor PFAS at the airport and to prevent PFAS or other contaminants from entering the water system. This is required under section 3.4 Manmade and Natural Hazards. The draft policy does not prohibit lease owners from using materials, chemicals (fire retardants), substances or practices (fire training exercises) that may increase PFAS levels at the airport, in the storm drains, and in neighboring areas. The Tri-Valley already has one of the highest PFAS levels in the nation. Some PFAS are volatile and can be "carried long distances through the air which can lead to contamination of soils and groundwater far from the source of the PFAS " emission." (California Water Boards) (Articles in Consumer Reports, 2021,March 14, 2023)
E) Do any of the activities and materials currently used at LVK include PFOS, PFOA, Genx, Adona, PFBS, PFNA or PFHXs? If any of these chemicals are used, could any of these chemicals individually or in combination reach the Hazard levels and MCL limits to be adopted by EPA in December 2023?

F) Section 3.4 fails to address in detail changes to the vicinity and who will be responsible for drainage and flooding during heavy rain years such as the 2022-2023 winter. The heavy rains of Winter 2022-23, including 12 back-to-back atmospheric rivers in a three month period, produced ponding at the airport, flooding of parcels lower than the airport, flooding of the golf course and on neighboring streets. The potential impacts of such intense atmospheric rivers on drainage systems and water quality has not adequately analyzed. The predicted reoccurrence of such wet seasons could create or contribute to runoff water that would exceed the capacity of existing or planned stormwater drainage systems at the airport. Climate change will likely lead to more heavy rain years.

F) Section 1.7 Public Engagement Requirement . This section needs to be revised to detail how the public will be notified about the scope and scale of new airport activity. Further, the public must be given opportunities to provide input and ask questions. Requiring the public to file a public records act to obtain information is not an acceptable policy.

Moreover, the following amendments should be added directly into the text of the draft policy:
1) " The City Manager, **Planning Director**, Public Works Director and Airport Manager shall take no action to ***solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport or cater to large scale air cargo operators. "***
2)" The City does **not** intend to extend the existing runways".
3) " With the other Tri-Valley Cities, the City of Livermore will conduct periodic noise monitoring activities and report these activities to local elected Boards at **least once a year.**

You are being asked to pass this policy as a resolution tonight. Can a resolution for this draft policy be passed without being codified as a zoning ordinance? Instead of rushing to a decision tonight ,I urge you to make the necessary revisions and amendments. In fact, it would prudent for the City to complete a draft EIR for the proposed development policy. The 40 page airport staff report is insufficient because new information of substantial importance, was not known and could not have been known at the time the staff report was written and/or substantially more severe significant impacts exist than those that were previously analyzed. This development policy will affect the health and safety of all Tri-Valley residents To ensure Tri-Valley residents are not unreasonably exposed to harmful pollution for decades to come, further CEQA evaluation and revisions with specific amendments is needed before approving the Livermore Airport Leasing and Development Policy.

Sincerely,
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of the Sierra Club.

June 26,2023
Livermore City Council
1016 South Livermore Ave.
Livermore, CA 94550

Received at the Livermore City Council meeting of:
6/26/23

Re: Livermore Airport Leasing and Development Policy 2023

Dear Mayor Marchand and City Council members:

The draft Livermore Airport Leasing and Development Policy/Hangars Waitlist Policy (Airport Policy) needs significant revisions and amendments. With this draft policy, air traffic could exceed the following State, CEQA, County and City noise limits: California State Noise Control Act of 1973 noise limit 70 (dBA), CEQA noise limit 70 (dBA), City of Livermore General Plan (2003-2025) noise limit 70 (dBA), Alameda General Plan (1994) noise limit 70 (dBA) City of Dublin General Plan(2016)noise limits 61 to 70 (dBA) and City of Pleasanton General Plan (2005-2025) noise limit 70 (dBA). These noise limits need to be included in the text of the Airport Policy. Further, the policy does not address how noise will be monitored.

Please continue this item to allow for adequate time to ensure the policy will protect the health and safety of all Tri-Valley residents. Please consider using a Draft EIR to evaluate the new potentially significant environmental impacts including: a) the continued use of leaded aviation fuel near numerous schools in Livermore, Dublin and Pleasanton; b) the materials and activities occurring at the airport that could generate more PFAS; c) air pollution at the airport from all diesel emissions including airport activities generating DPM(PM2.5 and PM 10);and e) inconsistencies between the Airport Resolution of 2010 and the new Airport Policy.

Please direct staff to respond to the following unanswered questions concerning increasing noise, continued use of leaded aviation fuel, PFAS, air pollution, and public engagement/ disclosure:

1) Are medevac jets and/or helicopters landing and taking off at night several times a week at Livermore Airport (LVK) in violation of the general plan noise limits? How many times per week?
2)What percent of night flights are medevac jets? What percent are privately owned jets?
3) What provisions can the City add to the policy to enforce day and night noise violations of private jets and of illegally low flying jets?
4) What parallels can the City draw between the use of leaded fuel at RHVK and LVK and the level of lead in the blood of children living near these airports?
5) What are the current airborne lead emissions from aircraft taxiing, landing, taking off and refueling at Livermore Airport ?
6) Were the last airborne lead emissions readings taken in 1992 ---thirty-one years ago?

"100 octane leaded avgas is the single largest source of airborne led emissions in the nation, representing 70 % of lead released into the environment. The EPA has recognized that lead exposure can have serious and **irreversible human health impacts.** " (Santa Clara Studies August 2021, February 2023. Published in the Proceedings of the National Academy of Sciences, 2023)
7) What would it take and how can Livermore Airport become the second FAA federal demonstration project to use unleaded aviation fuel for piston-engine airplanes? (Becoming a federal demonstration project could allow the airport to accelerate a transition plan to unleaded aviation fuel at the airport.)
8) What is the cost to convert and certify a plane to unleaded aviation fuel?
9) What is the infrastructure cost for airport operations to change fuel supply?
10) What provisions can Livermore City Council include in the Airport Policy to reduce or prohibit the sale and storage of leaded aviation fuel?

11) What provisions can the City include to **not** extend current runways at LVK ?
12) Instead of using FAA infrastructure money to extend runways, could Livermore Airport use FAA money to accelerate the transition to unleaded aviation fuel by becoming a FAA federal demonstration project similar to Reed-Hillview and San Martin/Gilroy airports? Could the airport use FAA money for airport infrastructure projects such as aircraft classes for community college students, and solar panels on the remaining available land?

Research clearly links PFAS in the body to the following health issues: early onset of diabetes, high blood cholesterol, kidney and liver damage, immune system suppression, endocrine disruption, cancers, and other conditions.
13) What types of activities and materials currently used at LVK could generate PFAS? What uses, activities and materials stored by Cal Fire, Pleasanton-Livermore Fire Department, and other machine shops generate PFAS?
14) Do any of the activities and materials currently used at LVK include PFOS, PFOA, Genx, Adona, PFBS, PFNA or PFHXs? If any of these chemicals are used, could any of these chemicals individually or in combination reach the Hazard levels and MCL limits to be adopted by EPA in December 2023?
15) Could run-off of any of the above groups of PFAS affect drinking water in the Colwellfield, Chain of Lakes, Mocho Wells, and Stoneridge Wells?
16) How many millions of dollars are currently being spent by Pleasanton to remove PFAS from wells? How much money will Zone 7 spend this year to clean up PFAS in drinking water sources? **Could the City of Livermore be liable for current and future uses of PFAS at the airport?**
17) What are the current diesel emissions at the airport, especially PM2.5 and PM10, NOx and NO2 emitted by the airport/hangar diesel generators and diesel equipment ? Do these airport diesel emissions violate the Clean Air Standards of 2017 and the federal Ambient Air Standards?
18) Are **all potential airport impacts** disclosed to current buyers in the Isabel Specific Plan Neighborhoods, and in Pleasanton, and Dublin neighborhoods?
19) Was the Water Board contacted to comment on the draft Airport Policy?
20) Was the BAAQMD contacted to comment on the draft Airport Policy?

I understand the Livermore Airport can be an asset to the community, but it is critical at this juncture to further evaluate the impacts of airport practices and uses including the use of leaded aviation fuel for piston-engine aircraft and jet noise exceedances. These issues threaten the health and quality of life of all Tri-Valley residents. Further CEQA evaluation, and revisions are needed before approving the Livermore Airport Leasing and Development Policy.

Best,

Bernard Cabanne
Livermore resident

Hello everyone; my name is Taris Keiper.

Received at the Livermore City Council meeting of:
6/12/23

I've just graduated from Las Positas High School Middle College. I've been working in engineering and development for 10 years; Stanford and NASA say I'm doing a pretty good job. A month ago, I received my latest award from the Innovation Tri-Valley leadership group.

Since 2019 I've been working on hydrogen fuel cell-powered electrical aviation. Hydrogen fuel cells are the green range-extending technology for electric aircraft. At industry symposiums, we routinely receive investment and cooperation offers from overseas, even at events down at NASA Ames. The whole world is investing massively in electric aviation. Because it's the green future of aviation, an enormous market - and because it is QUIET.

Quietness is an indispensable commercial feature of the upcoming generation of electric aircraft. The technology's trademark noise level reduction of about 90% below current aircraft is the game-changing attribute that opens up entirely new applications and markets that developers are after.

Electric aircraft combine practically noiseless motors with propellers that trade a few percent of aerodynamic efficiency for a literal order of magnitude in noise reduction. Electric aircraft operating from Livermore Airport will simply not be heard by the neighbors. And their multi-redundant powertrains make them very safe.

In the US, we have serious catching up to do in electrical and hydrogen-powered aviation compared to Asia, Europe, the UAE, or Saudi Arabia. Stuttgart airport in Germany, for example, is building a Hydrogen Aviation Center, due to open next year. The airport's partner in this project is H2FLY, a subsidiary of Joby Aviation. Joby is a Bay Area company and one of the biggest players in the arena.

But here at home, they sit in an aviation-hydrogen semidesert, just like many other companies. We actually have all the building blocks for hydrogen aviation here in the Bay Area, from suppliers to companies already flying hydrogen-powered aircraft cumbersomely fueled by trucks coming in from far away. But these companies are inefficiently scattered throughout the Bay Area because there is no hub with a hydrogen infrastructure.

An Electric and Hydrogen Aviation Center at Livermore Airport would be an amazing opportunity and a huge competitive advantage for Livermore as a location for green high-tech jobs.

So that's what I wrote to Pete Sandhu, hoping to create awareness for the unused potential. And was amazed to learn that he had already worked out a proposal for an investment of game-changing scale that would make Livermore Airport global state-of-the-art in green aviation.

The realization of these plans would be a big plus for every Livermore resident, especially regarding airport noise reduction, renewable energy, and environmental protection.

Thank you for your time.

Hello everyone, my name is Gia Keiper.

Received at the Livermore City Council meeting of:
10/26/23

I'm an incoming Junior at Las Positas High School Middle College, studying toward a Master's in Aeronautical Engineering.

My journey in aviation started 4 years ago when I read an article about a Boeing-sponsored aeronautical design competition. No team had managed to fulfill all requirements and claim the $1M prize.
Together with my brother, I designed an aircraft that could still win the prize, if only I were 18 years old and they'd let us participate.

But they don't. Being young can be a real pain if you actually want to do something. But the project brought us to Livermore Airport, and we became members of the local chapter of the Experimental Aircraft Association. What could be better than getting together with other guys that build and restore amazing airplanes and fly kids for free?

Since then our chapter has started a Youth Program where we're building a Cri-Cri, a real, if very small, single seater aircraft. We'll use a thoroughly designed electric drivetrain instead of the standard gas engines and will fly remote-controlled at first. A larger project is already on the horizon.

For the build session last Saturday, we had almost three times as many young builders than just two months ago. Their number will continue to grow because the chapter's offers are constantly expanding. And we're getting ever better at showing young people the many amazing opportunities in aviation. The EAA chapter is a great place to learn, grow, and also teach a few things.

One of the reasons why our youth program can be so successful is the support of Five Rivers, Livermore Airport's FBO. The hangar space for our youth build is free, as is the conference for our chapter meetings. And the fuel for our youth flights. And the additional airplanes including pilots that they provide for our Young Eagle flights if needed.

Can you imagine what we could achieve with the new facilities included in the proposal? Dedicated build hangars and rooms that we can equip specifically for various additional youth classes. The planned Community College Hangar and maintenance training facility would be the ideal potential partner to provide a look at professional aviation maintenance work – well paying high-skill jobs and a perfect next step for many of our young people.

And on top of that there’s the proposed cutting-edge solar-electric and green hydrogen development. It would allow us to show and teach kids the clean future of aviation at the world's greenest airport.

The proposed concept would make Livermore Airport a better-than-textbook example of future-oriented development for Tri-Valley residents of all ages and the environment we live in.

Thank you.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Construction Testing Services, Inc. ("Consultant"),a California corporation.

RECITALS

City requires professional services to provide construction inspection, special inspections, and materials testing services.

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"):

Geotechnical Engineering and Material Testing Consulting Services On an On-Call Basis

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;

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(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 Michael Stamm ("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,

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(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 $600,000 ("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, 2023, and terminates upon the completion of the Services or June 30, 2026, 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

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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.

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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:

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TO CITY: Attention: City Engineer,
cc Michael Stamm,Construction Inspection Manager
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Patrick Greenan, President/Principal-in-Charge
Construction Testing Services, Inc.
2118 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.

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Signatures and Attachment List on the Next Page

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

CONSULTANT: **Dated:**

DocuSigned by:
Patrick Greenan
486D4B4925E1648B...

5/30/2023 | 4:08 PM PDT

By: Patrick Greenan,
Title: President/Principal-in-Charge

CITY OF LIVERMORE: **Dated:**

By: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jana Mazzanti
241E98655E4D457...

Assistant City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
[illegible]

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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EXHIBIT "A"
SCOPE OF SERVICES & HOURLY RATES
GEOTHECHNICAL ENGINEERING, MATERIAL TESTING AND INSPECTION

The Consultant will assign the qualified personnel to perform the work under schedules to be developed jointly with the Community Development Department, Engineering Division. Most of the requests for services will be handled by phone call or field contact the day prior. Some requests may be made the same day as needs may dictate.

The Consultant will be working with the Construction Inspection Manager and Design/Construction Section's engineers and technicians on a multitude of City capital improvement projects, encroachment permits, and private developments where public improvements are being constructed. The Consultant will work only by written request of the City's Construction Inspection Manager, Assistant City Engineer, or City Engineer, no calls for services to be accepted via any other source (i.e., contractors, developers, and consultants) or that are not in writing by authorized City Staff. The Consultant is to report all findings in the performance of services to the City within a reasonable mutually agreed upon time frame.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the City's Quality Assurance Program for Federal Highway Projects (RFP Exhibit 2). Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

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- Special inspections as required by Chapter 17 of the 2019 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See Building Department handout (RFP Exhibit 3) for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at various facilities. (I.E. sewer treatment plant)

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Availability of temporary inspection personnel if requested.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions varies from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary to development of soils management plans.

The selected firm must have personnel certified by Caltrans to perform material testing on state funded projects and an available soils laboratory also certified by the State of California. Qualified consultants are requested to submit proposals to the City as provided herein and if successful, to sign the Agreement.

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EXHIBIT A

STATEMENT OF SPECIAL INSPECTION FORM

Project Title: _____ Plan Check #: _____

Project Address: _____

This Statement of Special Inspections is submitted in fulfillment of the requirements of the 2019 California Building Code Chapter 17.

Special Inspections and Testing will be performed in accordance with the approved plans and specifications, this statement and California Building Code Sections 1704 and 1705.

The attached Summary of Special Inspections lists the special inspections and tests required. Special inspectors will refer to the approved plans and specifications for detailed special inspection requirements.

Any additional tests and inspections required by the approved plans and specifications will also be performed.

BEFORE A PERMIT CAN BE ISSUED:

The owner or his representative, on the advice of the registered design professional in responsible charge, shall complete, sign by all parties, and submit two (2) copies of this package to this Division for review and approval.

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STATEMENT OF SPECIAL INSPECTION FORM, CONTINUED

1. The Owner recognizes his or her obligation to ensure that the construction complies with the approved permit documents and to implement this program of special inspections.
2. Contractor is responsible for proper notification to the Inspection or Testing agency for items listed.
3. Only the testing laboratory should take samples and transport them to their laboratory.
4. Copies of all laboratory reports and inspections are to be sent directly to this Division and to the registered design professional in responsible charge by the testing agency on a weekly basis.
5. Inspection agency to submit names and qualifications of on-site special inspectors to this Division for approval. Submission of qualifications is not required when the agency utilizes the inspectors who are pre-approved by the City. See Item #10 below.

   The agency must provide each special inspector with an identification badge that indicates the following:

   - Name of inspector.
   - Photo of inspector.
   - The specific areas in which the inspector is qualified to inspect.
   - An authorization signature by the registered engineer who is a full-time employee of the agency.
   - The special inspector shall display his/her badge whenever performing the function of an inspector.
6. The special inspector is responsible to the Chief Building Official for immediate notification of any concerns and/or problems encountered.
7. It is the responsibility of the contractor to review the Building Division approved plans for additional inspection or testing requirements that may be noted. A pre-construction conference at the job site is recommended to review special inspection procedures.
8. The special inspector shall use only Building Division approved drawings.
9. BEFORE AN OCCUPANCY PERMIT CAN BE ISSUED: A final report of special inspections documenting required special inspections, tests and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy (California Building Code Section 1704.2.4). The final report will document:

   - Required special inspections.
   - Correction of discrepancies noted in inspections.

   A copy of final report to be maintained at the job site for the Building Inspector's review prior to final inspections.
10. Attach a City approved matrix list from the Special Inspection Agency for all special inspectors showing inspection areas for which they are qualified by experience and appropriate certifications (see enclosed). This will be cross checked with the list currently residing in our office, to make sure all special inspectors are approved by the City.

ACKNOWLEDGEMENT:

Print: _____ Sign: _____ Date: _____
Registered Design Professional in Responsible Charge

Print: _____ Sign: _____ Date: _____
Owner's Authorization

Print: _____ Sign: _____ Date: _____
Contractor

Print: _____ Sign: _____ Date: _____
Special Inspection Agency

Print: _____ Sign: _____ Date: _____
Building Official's Acceptance

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EXHIBIT A

CONSTRUCTION TESTING SERVICES
www.cts-1.com

inspecting
testing
engineering

2023 FEE SCHEDULE - *P23020 1/20/2023*
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

		Standard Rate/Hour	Discounted Rate/Hour
*** FIELD INSPECTION AND LABORATORY SERVICE**			
Steel Visual		~~$240.00~~	$95.00
Nondestructive - UT, MT, PT		~~$245.00~~	$95.00
Steel Visual/UT Combination		~~$245.00~~	$95.00
Concrete ACI		~~$240.00~~	$95.00
Concrete ICC		~~$240.00~~	$95.00
Masonry		~~$240.00~~	$95.00
Fireproofing		~~$240.00~~	$95.00
Shear Wall Nailing/Framing/Hold Downs		~~$240.00~~	$95.00
Soil Technician w/Nuclear Gauge and/or Sand Cone *(portal-to-portal)*		~~$240.00~~	$115.00
Asphalt Technician *(portal-to-portal)*		~~$240.00~~	$115.00
Shoring/Soldier Piers		~~$240.00~~	$115.00
Roofing & Waterproofing		$240.00	
Multi-Disciplined Inspector		$240.00	
Inspector Requiring G1 Pay Grade		$290.00	
Specialty Inspector or Where Formal Certification is Required		$240.00	
Field Inspector with Special Enhancement		$240.00	
Safety Manager/Safety Inspector/Jobsite Safety Accountability Supervisor (JSAS)		$510.00	
Laboratory Technician		$240.00	
Additional Sample Preparation Time		$240.00	
Technician Typist		$240.00	
****PROFESSIONAL ENGINEERING SERVICES**			
Principal Engineer (Civil/Structural)		~~$375.00~~	$200.00
Geotechnical Engineer		~~$330.00~~	$185.00
Professional Geologist		~~$315.00~~	$180.00
Consulting Engineer (Civil/Structural)		~~$310.00~~	$175.00
Associate Engineer, Licensed		~~$270.00~~	$160.00
Project Manager		~~$240.00~~	$150.00
Staff Engineer		~~$240.00~~	$150.00
Field Supervision		~~$240.00~~	$150.00
ASNT Level III		~~$290.00~~	$150.00
Drafting		~~$175.00~~	$100.00
Quality Control Manager		QOR	
SPECIAL SERVICES			
Portable and Mobile Laboratories, NDT and Soils		QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation		~~$240.00~~	$95.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing *(portal-to-portal)*		~~$240.00~~	$95.00
* Coring, 1 Person (including equipment) *(portal-to-portal)*		$315.00	
* Coring, 2 Persons (including equipment) *(portal-to-portal)*		$470.00	
* Asphalt Coring *(portal-to-portal)*		$340.00	
Project Research		QOR	
Ultrasonic Testing for Non-Metallic Materials		QOR	
Pavement Rehabilitation Analysis Using Deflections		QOR	
Roof Moisture Survey		QOR	
Soil Drilling Equipment		QOR	
Geotechnical Site Investigations/Foundation Reports		QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee $125/kit	ASTM C1074	QOR	
CSL/Crosshole Sonic Logging		QOR	
Vector Mapping		QOR	
Roof Uplift Testing		QOR	
Inclinometer Testing		QOR	
Vibration Monitoring/Accelerometer		QOR	
Tilt Monitoring		QOR	
External Windows And Doors Dynamic Water Penetration Testing	AAMA 501.1	QOR	
Curtain Wall Testing	AAMA 501.2	QOR	
Ground Penetrating Radar		QOR	
DCP - Dynamic Cone Penetrometer		QOR	
Gamma-Gamma Logging of CIDH Piles (Daily Rate)	CT233	$3,600.00	
FGIA/AAMA Window and Skylight Testing (Daily Rate)	ASTM E1105, AAMA 501.2, 502 503	$3,600.00	
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee $115/Day *(portal-to-portal)*		$350.00	
Ultrasonic Pulse Velocity Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C597	$700.00	
Impact Echo Testing - Equipment Fee $250/Day *(portal-to-portal)*	ASTM C1383	$350.00	
Floor Flatness Testing FF/FL - Equipment Fee $115/Day *(portal-to-portal)*	ASTM E1155	$350.00	
Surface Frictional Properties Using Pendulum Tester - Equipment Fee $115/Day (portal-to-portal)	ASTM E303	$350.00	
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - $55/Kit *(portal-to-portal)*	ASTM F1869	$350.00	
Relative Humidity Testing - $75/Kit *(portal-to-portal)*	ASTM F2170	$350.00	
Ferroscan - Equipment Fee $115/day *(portal-to-portal)*		$350.00	
GPR - Equipment Fee $115/day *(portal-to-portal)*		$400.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll		~~$200.00~~	$125.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - $500)		~~$375.00~~	$200.00
Welding Procedure Review (less than 48 hours notice - $500)		~~$375.00~~	$200.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		$550.00	
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		$550.00	
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		$550.00	
DSA Interim Reports		$225.00	
Geotechnical Pad Letter (less than 48 hours notice - $550)		~~$400.00~~	$200.00
Final Letter (less than 48 hours notice - $550)		~~$400.00~~	$200.00
EXPERT WITNESS TESTIMONY			
Court appearance, per day		$3,000.00	
Court appearance, per half day		$2,000.00	

** Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.*
***Professional engineering services will be billed in two hour increments.*

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EXHIBIT A

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BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard -	
(Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - *Only Where Applicable*

Notary Services Fee	$40.00/each	
Facsimile Charges. Plus $1.00/page (n/c for cover page)	$7.00/minimum	
Wireless Router/Data Card for Jobsite Internet	$135.00/day	
iPad Monthly Rental Fee	$100.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Subsistence (per Union contract)	$130.00/day	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	$30.00/day	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	$85.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	$30.00/each	$7.00/each
Sample Pickup Trip Charge	QOR	
Weekend Sample Pickup	$150.00/each	
Project Administration	18% of Monthly Invoice	Included in RFP
Samples Made by Others: Concrete Cylinders	$130 + Test	
Samples Made by Others: All Other Tests	$75.00 + Test	
Laboratory Sample Witness Fee	$130.00	
Laboratory Sample Storage Fee (per sample)	$120.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	$150.00	
Additional Sample Retention	QOR	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of $100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

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EXHIBIT A

CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
CONCRETE			
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39 and CT521	~~$95.00~~	$25.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39 and CT521	~~$85.00~~	$25.00
Compressive Strength of Cylindrical Concrete Specimens (Over 6000 PSI)	ASTM C39 and CT521	$170.00	
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	$90.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$110.00	
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	$145.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	$555.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$355.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	CT523 and CT524	$355.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	$180.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	$505.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	$130.00	
Shotcrete Production Cores	ASTM C1140	$130.00	
Coefficient of Thermal Expansion	AASHTO T336	$580.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	$455.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	$1,100.00	
Cement Quality Sampling	CBC 2010	$705.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	$70.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$275.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	$255.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	$165.00	
Density of Hydraulic Cement	ASTM C188	$225.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	$180.00	
GFRC Pull Test	PCI	$445.00	
GFRC Flexural Test	PCI	$445.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	$605.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	~~$140.00~~	$50.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	~~$140.00~~	$50.00
Compressive Strength of Masonry Prisms	ASTM C1314	~~$245.00~~	$100.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	~~$245.00~~	$100.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	~~$140.00~~	$50.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	$215.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	$320.00	
Masonry Core Shear Testing	CBC 2105A.4	$320.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	$395.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	$1,055.00	
Mortar Molds. 2" x 4". Single Use		$140.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		$140.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	$530.00	
AGGREGATES (CONCRETE AND SOILS)			
Sieve Analysis of Coarse Aggregates (Coarse Only 2" - No.4)(sample size over 2" QOR)	ASTM C136, CT202, and AASHTO T-27	~~$250.00~~	$125.00
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No.4 - No.200)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$320.00~~	$125.00
Sieve Analysis of Combined Fine and Coarse Aggregates (Wash Included 2" - No.200) (sample size over 2" QOR)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	~~$405.00~~	$175.00
Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (200 Wash)	ASTM C117, CT202, and AASHTO T-11	~~$250.00~~	$175.00
Evaluating Cleanness of Coarse Aggregate	CT227	$405.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	$330.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	$230.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	$255.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	$420.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT206, and AASHTO T-85	$420.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	$420.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131, C211, and AASHTO T-96	~~$570.00~~	$300.00
Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	$570.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	$455.00	
Uncompacted Void Content of Fine Aggregate (as influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252, CT234, and AASHTO T304A	$455.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	~~$320.00~~	$175.00
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	~~$455.00~~	$225.00
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	$630.00	
Aggregate Moisture Content	ASTM C566	$630.00	

**Unusual sample preparation for brick specimen will be charged at the established hourly rate.*

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EXHIBIT A

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SOILS AND AGGREGATE SERVICES AND TESTS

		Standard Rate/Each	Discounted Rate/Each
SOILS			
Moisture Content of Soil by Oven	ASTM D2216, CT226, and AASHTO T-265	~~$175.00~~	$75.00
Moisture Content of Soil by Microwave Oven	ASTM D4643	$230.00	
Density of Soil In Place by the Drive-Cylinder Method Including Moisture Content of Soil by Oven	D2937	$260.00	
Remold of Soil Samples	Varies	$155.00	
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	$605.00	
Permeability Additional Cell Time		$605.00	
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	~~$605.00~~	$350.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (three points)	ASTM D4767	$1,105.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	$380.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (includes 3 points)(includes Pore Pressures)	ASTM D4767	$1,955.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)(includes Pore Pressures)	ASTM D4767	$655.00	
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)(includes Pore Pressures)	ASTM D4767	$655.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	$190.00	
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	$320.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	$580.00	
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166 and CT221	$230.00	$100.00
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	$305.00	
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	~~$665.00~~	$325.00
Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	~~$605.00~~	$325.00
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	$605.00	
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2" - No.200) (sample size over 2" QOR)	ASTM D6913	$390.00	
Material Finer than No.200 by Washing (200 Wash)	ASTM D1140	$240.00	
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318 and CT204	~~$695.00~~	$250.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	$780.00	
Organic Content of Soils and Peat	ASTM D2974	$335.00	
Unified Soil Classification System (USCS) Test	ASTM D2487	$355.00	
Moisture-Density Relations of Soil Using Modified Effort (Modified Proctor)	ASTM D1557	~~$530.00~~	$200.00
Moisture-Density Relations of Soil Using Standard Effort (Standard Proctor)	ASTM D698	~~$530.00~~	$200.00
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	$530.00	
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	$530.00	
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698	$405.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698	$530.00	
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D1557	$355.00	
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D1557	$455.00	
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D1557	$530.00	
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	$555.00	
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	$335.00	
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	$505.00	
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	~~$605.00~~	$250.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844 and CT301	~~$655.00~~	$250.00
Expansion Index of Soils	ASTM D4829	$505.00	
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	$405.00	
pH of Soils	ASTM D4972	$555.00	
Density of Hydraulic Cement	ASTM C188	$380.00	
Volatile Organic Content	EPA 8260B	QOR	
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR	
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR	
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR	
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR	
ICP Metals Concentration	EPA 6020	QOR	
pH	EPA 9045D	$605.00	
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR	
Chromium Soluble	EPA 7196A	QOR	
Caltrans Corrosivity Package		$580.00	
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR	
Soils and Waters for Sulfate Content	CT417	QOR	
Soils and Waters for Chloride Content	CT422	QOR	
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	$705.00	
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	$405.00	
Bentonite Slurry Testing		QOR	

** Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.*

*** Does not include sample preparation or sieve analysis*

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EXHIBIT A

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ASPHALTIC CONCRETE SERVICES AND TESTS

ASPHALT		Standard Rate/Each	Discounted Rate/Each
Thickness/Height of Compacted Bituminous Paving Mixture Specimens Field Cores	ASTM D3549 and CT308	$205.00	
Bulk Specific Gravity of Compacted Bituminous Mixture (Individual field cores or lab compacted)	ASTM D1188, ASTM D2726, CT308,	~~$320.00~~	$125.00
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (Marshall) (Per Specimen)	ASTM D6926	$320.00	
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM) (Per Specimen)	ASTM D1561, CT304, and AASHTO T-247	$320.00	
Lab Compaction Only of Bituminous Mixture by Superpave Gyratory (Superpave) (Per Specimen)	ASTM D6925, and AASHTO T-312	$320.00	
Laboratory Test Max Density (LTMD) (5 Specimen, includes compaction of specimen and bulk specific	ASTM D1561/(D1188 and D2726) and	$1,155.00	
Superpave Bulk specific gravity (includes gyratory compaction of 3 specimen and bulk specific gravity)	AASHTO T-312/T-275/T-166	$1,155.00	
Marshal Lab Compacted Max Density (3 Specimen, includes compaction of specimen and bulk specific	ASTM D6926/(D1188 and D2726)	$1,155.00	
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041, CT309, and AASHTO T-209	~~$695.00~~	$225.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, Includes sample compaction)	ASTM D6926/ASTM D6927	$1,155.00	
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR	
Swell of Bituminous Mixtures	CT305	$445.00	
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461 and CT307	$1,005.00	
Stabilometer Value of field compacted cores (Per Specimen)	ASTM D1560, CT366, and AASHTO T-246	~~$450.00~~	$250.00
Stabilometer Value of Lab compacted samples (Average of 3 Specimen, Includes Sample Compaction)	ASTM D1561/D1560, CT304/CT366, and	$1,155.00	
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$275.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307, CT382, and AASHTO T-308	~~$455.00~~	$275.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172 and CT310	$805.00	
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate (Afterburn Gradation)	ASTM D5444, CT202, and AASHTO T-30	$455.00	
Moisture Content of Bituminous Mixture	CT370 and AASHTO T-329	~~$480.00~~	$275.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	$3,705.00	
Compressive Strength of Bituminous Mixtures	ASTM D1074	$355.00	
Hamburg Wheel Track (includes compaction by gyratory)(includes 2 runs)	AASHTO T324	~~$4,005.00~~	$2,500.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 6 Specimen	ASTM D4867 and AASHTO T-283	~~$4,005.00~~	$2,500.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	CT371	$6,005.00	
Indirect Tensile (IDT) Strength of Bituminous Mixtures	ASTM D6931	$3,755.00	
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D3203, CT367, and AASHTO T-269	$220.00	
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	ASTM 6816	QOR	

MECHANICAL TESTS AND FIREPROOFING

MATERIALS MECHANICAL TESTS		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	$555.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	$255.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy	ASTM E8, B557 and AWS B4.0	$555.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	$555.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	$380.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	$445.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	$505.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete	ASTM A370, A82 and A185	$505.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	$355.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts	ASTM F307, F1554 and F606	$605.00
Rockwell Hardness of Metallic Materials	ASTM E18	$190.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	$380.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	$380.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct	ASTM F606	$430.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	$430.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	$380.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	$380.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	$330.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	$1,055.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	$1,605.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	$300.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	$90.00

CONTACT INFORMATION
Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
Peninsula: 44 Tehama, Suite 305 • San Francisco, CA 94105 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

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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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. In the event the professional liability insurance required by this contract is written on a claims-made basis, 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:

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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.