



CITY COUNCIL

AGENDA

MONDAY, SEPTEMBER 23, 2024

REGULAR MEETING – 7:00 PM

LIBRARY SUMMER READING AWARDS - 6:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. LIBRARY SUMMER READING AWARDS - 6:00 pm

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Brittini Kiick

Vice Mayor Robert W. Carling

Mayor John Marchand

PLEDGE OF ALLEGIANCE

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.
- 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 found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies 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 - September 9, 2024 Regular Meeting

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

[1. DRAFT 2024-09-09](#)

- 5.2 Adoption of an ordinance revising Municipal Code Chapter 1.28 *Conflict of Interest Code* to revise reporting categories and add or remove positions as appropriate.

Recommendation:

Staff recommends the City Council **adopt an ordinance** revising Municipal Code Chapter 1.28, *Conflict of Interest Code*, to revise reporting categories and add or remove positions to align with updates to the City's salary schedule.

Staff Report

Attachments:

1. [Redlined 2024 Conflict of Interest Code](#)
2. [Ordinance](#)
3. [Exhibit A - Appendix A](#)

- 5.3 Adoption of two ordinances authorizing execution of Planned Development Amendment - Residential (PD) 24-001 and Development Agreement Amendment (DAA) 24-001 for the Arroyo Vista Residential Project.

Recommendation:

Staff recommends the City Council **adopt the following ordinances:**

1. Ordinance authorizing Planned Development Amendment - Residential (PD) 24-001; and
2. Ordinance authorizing execution of Development Agreement Amendment (DAA) 24-001.

Staff Report

Attachments:

1. [Ordinance - PD 24-001](#)
2. [Exhibit A - Planning Commission Resolution - Project Approval](#)
3. [Exhibit B - Planned Development Text Amendment](#)
4. [Ordinance - DAA 24-001](#)
5. [Exhibit A - Planning Commission Resolution- Project Approval](#)
6. [Exhibit B - Development Agreement Amendment](#)

- 5.4 Introduce an ordinance and waive the first reading for combining and amending Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* for the processing of claims against the City for money and damages, and delegating settlement authorities.

Recommendation:

Staff recommends the City Council **introduce an ordinance** and waive the first reading for combining and amending Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* for the processing of claims against the City for money and damages, and delegating settlement authorities.

Staff Report

Attachments:

1. [Redline Changes to Existing Ordinance](#)

- [2. Ordinance](#)
- [3. Exhibit A - LMC Chapter 3.40](#)

- 5.5 Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Montage Trail Connection to Collier Canyon Road Project 2019-44.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Montage Trail Connection to Collier Canyon Road Project 2019-44.

Staff Report

Attachments:

- [1. Location Map](#)
- [2. Resolution](#)
- [3. Exhibit A - Notice of Completion](#)

- 5.6 Resolution authorizing execution of first amendments to the agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC for on-call engineering map and plan review services for development projects and capital improvement projects, increasing the not-to-exceed amounts of each agreement from \$400,000 to \$800,000 and extending the contract terms through December 31, 2026.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute first amendments to the agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC for on-call engineering map and plan review services for development projects and capital improvement projects, increasing the not-to-exceed amounts of each agreement from \$400,000 to \$800,000 and extending the contract terms through December 31, 2026.

Staff Report

Attachments:

- [1. Resolution](#)
- [2. Exhibit A - First Amendment with Daniel B. Valiao](#)
- [3. Exhibit B - First Amendment with East Bay Municipal Consulting](#)

- 5.7 Resolution authorizing execution of on-call utility engineering services agreements with Carollo Engineers, Inc., HDR Engineering, Inc., and Schaaf & Wheeler in amounts not-to-exceed \$500,000 each with terms ending December 31, 2027.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of on-call utility engineering services agreements with Carollo Engineers, Inc., HDR Engineering, Inc., and Schaaf & Wheeler in amounts not-to-exceed \$500,000 each with terms ending December 31, 2027.

Staff Report**Attachments:**

1. Resolution
2. Exhibit A - Carollo Engineers, Inc. Agreement
3. Exhibit B - HDR Engineering, Inc. Agreement
4. Exhibit C - Schaaf & Wheeler Agreement

- 5.8 Resolution approving the list of pre-qualified contractors to bid the Flagpole Plaza Project 2022-25 including Robert A. Bothman, Inc., McGuire and Hester, Golden Bay Construction, Inc., and GradeTech Inc.

Recommendation:

Staff recommends the City Council adopt a resolution approving the list of pre-qualified contractors to bid the Flagpole Plaza Project 2022-25, including Robert A. Bothman, Inc., McGuire and Hester, Golden Bay Construction, Inc., and GradeTech Inc.

Staff Report**Attachments:**

1. Site Map
2. Resolution

- 5.9 Resolution authorizing an agreement with the Livermore Valley Joint Unified School District (LVJUSD) for Horizons Family Counseling to provide school-based mental health related services for LVJUSD students and their families on designated LVJUSD school campuses with a not-to-exceed amount of \$304,500 and a term ending December 31, 2026.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with the Livermore Valley Joint Unified School District for Horizons Family Counseling to provide school-based mental health related services to LVJUSD students and their families with a not-to-exceed amount of \$304,500 and a term ending December 31, 2026.

Staff Report**Attachments:**

1. Resolution
2. Exhibit A - Agreement

- 5.10 Resolution amending the City of Livermore Salary Plan dated October 2024 to reflect salary increases for the Association of Livermore Employees (ALE) as previously approved in ALE's Memorandum of Understanding (MOU) effective October 7, 2024, and retitling and moving the Assistant Administrative Services Director, Assistant City Attorney, and Deputy City Attorney classifications to Management Confidential.

Recommendation:

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan dated October 2024 to reflect salary increases in accordance with California Code of Regulations, Title 2, Section 570.5 for the Association of Livermore Employees and retitling

and moving the Assistant Administrative Services Director, Assistant City Attorney, and Deputy City Attorney classifications to Management Confidential.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Salary Plan effective October 2024

6. PUBLIC HEARINGS - NONE.

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

7. MATTERS FOR CONSIDERATION - NONE.

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

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

9. CLOSED SESSION

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

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

- 9.1 Conference with Legal Counsel - Anticipated Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(4) to decide whether to initiate litigation based on existing facts and circumstances. (Two cases)
- 9.2 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (One case)

Move Eden Housing v. City of Livermore, Alameda County Superior Court Case No. 22CV015399; First District Court of Appeals Case No. A167346

REPORT OF ACTION TAKEN IN CLOSED SESSION

10. ADJOURNMENT

To a Regular City Council meeting on Monday, October 14, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

- 11.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:

8.0 Council Reports

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

Other Agenda Items are also open for public input including 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 you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit

the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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



CITY COUNCIL STAFF REPORT

ITEM NO. 5.1

DATE: September 23, 2024
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Approval of draft minutes - September 9, 2024 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2024-09-09

Prepared by: Debbie Elam
Acting City Clerk

Approved by:

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

Marianna Marysheva
City Manager

Fiscal Review by:

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

Tina Olson
Administrative Services Director



**CITY COUNCIL
SEPTEMBER 9, 2024**

REGULAR MEETING

1. NONE

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:13 pm, held in person at 1016 S. Livermore Avenue and YouTube.

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Alan Marling provided a comment.

David McGuigan provided a comment.

Marti Sutton provided a comment.

Greg Scott provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.1 David McGuigan provided a comment.

Item 5.2 Greg Scott provided a comment.

Items 5.2, 5.8, and 5.14 Jean King provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY VICE MAYOR CARLING, AND CARRIED ON A 4-0 VOTE THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.1. COUNCIL MEMBER KIICK ABSTAINED DUE TO HER ABSENCE AT THE MEETING OF JULY 22, 2024.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEMS 5.2-5.16.

5.1 Approval of draft minutes for July 22, 2024

5.2 Adoption of Ordinance 2160 approving Development Code Amendment (DCA) 24-001, for the Isabel Crossing Project, that would amend the alternative means of compliance and affordability requirements in Livermore Development Code Section 10.06.050

Adoption of Ordinance 2161 approving Development Agreement (DA) 22-001 with Isabel Portola Owner LLC, for the Isabel Crossing Project, that would vest development rights for 20 years, provide financial certainty for the applicant, and secure a range of community benefits for the City of Livermore.

5.3 Introduce an ordinance and waive the first reading revising Municipal Code Chapter 1.28 related to the Conflict of Interest Code - Biennial Notice to revise reporting categories and add or remove positions as appropriate.

Ordinance introduced amending Title 1, Chapter 1.28, *Conflict of Interest Code*, of the Livermore Municipal Code to update disclosure categories and amend Appendix A.

5.4 Resolution 2024-150 authorizing the City Manager to execute a fourth amendment to the agreement with Swaim Biological, Inc. for on-call environmental support services, for the City's Stream Maintenance Program and other projects, until December 31, 2025, increasing the not-to exceed agreement amount from \$1,200,000 to \$1,450,000.

5.5 Resolution 2024-151 authorizing execution of a second amendment to the agreement with HMM Engineers for on-call engineering services, increasing the not-to-exceed agreement amount from \$1,200,000 to \$1,800,000, and extending the term of the agreement to December 31, 2027 to continue to provide engineering services for various capital improvements program projects, including, but not limited to, the Street Resurfacing 2022 Project 2022-01, the Arroyo Rd Trail T-13 Segment B Project 2019-55, and the Vasco Widening Project 2018-37.

5.6 Resolution 2024-152 authorizing execution of the first amendment to the agreement with 4 LEAF, Inc. increasing the not-to-exceed amount from \$546,000 to \$1,221,000 and extending the term of the agreement from June 30, 2025 to December 31, 2026, to provide continuous construction inspection and administration services for the Water Reclamation Plant (WRP) Primary and

Secondary Treatment Improvement Project 2019-31 and the WRP UV Treatment System Replacement Project 2021-28 and as needed on-call construction inspection services.

5.7 Resolution 2024-153 authorizing execution of an agreement with HMH Engineers, in an amount not-to exceed \$361,000 and a term ending December 31, 2026, to provide engineering services for Portola Avenue Slide Repair Project S202300P, Subtask S230042C, Federal Project No. ER-15J7(107).

5.8 Resolution 2024-154 approving Final Tract Map 8689 Arroyo Vista (Phase 2), authorizing execution of a Subdivision Improvement Agreement for the Arroyo Vista Project located on the east side of the Arroyo Seco Channel along Las Positas Road and accepting on behalf of the public all real property offered for dedication within Final Tract Map 8689 except for certain easements which Council reserves the right to accept at a future date.

5.9 Resolution 2024-155 approving a request to the Metropolitan Transportation Commission for the allocation of \$436,280 from FY 2024-25 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the Livermore Arroyo Road Trail Project 2019-55.

5.10 Resolution 2024-156 authorizing execution of lease agreements with New Cingular Wireless PCS, LLC for the construction and maintenance of telecommunications facilities on City property located at 2705 Ames Street and 3663 Pacific Avenue.

5.11 Resolution 2024-157 authorizing supplemental appropriations of carry-over budgets, \$41,332 from the Traffic Impact Fee Fund 510 and \$25,278 from the Park Fee - AB 1600 Fund 512, to complete the Traffic Impact Fee and Park Facility Fee Nexus Studies.

5.12 Resolution 2024-158 authorizing the execution of a second amendment to the Standard Services Agreement with the County of Alameda for Tri-Valley Shelter Programs operating subsidies to extend the term through June 30, 2025.

5.13 Resolution 2024-159 authorizing the execution of an Inter-Governmental Collaboration Agreement with the County of Alameda and Alameda County Cities and Housing Authorities for the completion of the Assessment of Fair Housing. The total agreement amount is \$86,885 and the City's share of the agreement cost is approximately \$2,000.

5.14 Resolution 2024-160 authorizing the submission of an application to the State of California Housing and Community Development Department's Local Housing Trust Fund (LHTF) Program in an amount not-to-exceed \$5,000,000 for development phase 2 of the Pacific Avenue Senior Apartments, execution of an agreement with the State of California, and certification for expenditure of funds.

5.15 Resolution 2024-161 authorizing the issuance of a purchase order for three replacement Chevrolet Police Patrol Vehicles from Winner Chevrolet in an amount

not-to-exceed \$220,707.

5.16 Resolution 2024-162 terminating local emergency in response to impacts from a series of severe storm events last year.

6. PUBLIC HEARINGS

6.1 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2024 Weed Abatement Program assessments for collection on the County Assessor tax roll.

Recommendation: Staff recommended the City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2024 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

Deputy Fire Chief Ryan Rucker presented the staff report.

Mayor Marchand opened the public hearing.

There were no, and the hearing was closed.

ON THE MOTION OF VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2024-163 overruling protests and confirming assessment – Fire Hazard Abatement.

6.2 Hearing to consider a request for a Specific Plan Amendment, Planned Development, Site Plan Design Review Modification, and Development Agreement Amendment to modify the 2017 approval for the Arroyo Vista Residential Project to increase the height of the single family detached units from two stories to three stories, remove a pedestrian bridge requirement, and secure community benefits including pocket parks and a financial contribution.

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

1. Adopt a resolution certifying the 2024 Arroyo Vista Neighborhood Project Addendum to the Arroyo Vista Neighborhood Plan Initial Study Mitigated Negative Declaration [IS/MND], as amended by the 2017 Addendum for the Arroyo Vista Residential Development,
2. Adopt a resolution approving Specific Plan Amendment (SPPA) 24-002;
3. Adopt a resolution approving Site Plan Design Review Modification (SPDRM) 24-002;
4. **Introduce an ordinance** and waive the first reading authorizing execution of Planned Development Amendment (PD) 24-001; and
5. **Introduce an ordinance** and waive the first reading authorizing

execution of Development Agreement Amendment (DAA) 24-001.

Assistant Planner Kaityln Harrison presented the staff report.

Michael Keaney, Director of Forward Planning Trumark Homes LLC. provided a comment.

Garrett Hinds, Vice President of Architecture and Design Trumark Homes LLC. provided a comment.

Mayor Marchand opened the public hearing.

Jean King provided a comment.

Connie Kopps provided a comment.

There were no more speakers, and the hearing was closed.

ON THE MOTION OF VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCES:

Resolution 2024-164 adopting the Arroyo Vista Neighborhood Project 2024 Addendum to the Arroyo Vista Neighborhood Plan Initial Study Mitigated Negative Declaration (IS/MND), as amended by the 2017 Addendum for the Arroyo Vista Residential Neighborhood Development.

Resolution 2024-165 approving Specific Plan Amendment 24-002, for the Arroyo Vista Residential Development to remove the Arroyo Vista Neighborhood Plan's bridge requirement and amend figures to remove the bridge.

Resolution 2024-166 approving Site Plan Design Review Modification (SPDRM) 24-002 subject to Conditions of Approval for the Arroyo Vista Neighborhood Development.

Ordinance introduced authorizing execution of Planned Development Amendment (PD) 24-001

Ordinance introduced authorizing execution of Development Agreement Amendment (DAA) 24-001.

7. MATTERS FOR CONSIDERATION

7.1 Designation of voting delegate and alternates for the 2024 League of California Cities General Assembly.

Recommendation: Staff recommended the City Council appoint one voting delegate and up to two alternates to represent the City of Livermore at the 2024

League of California Cities General Assembly.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY VICE MAYOR CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED COUNCIL MEMBER BRANNING AS THE VOTING DELEGATE.

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED VICE MAYOR CARLING AS THE ALTERNATE VOTING DELEGATE

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.

Livermore Police Department, Vice Mayor Carling noted his attendance at a ride along with the Homeless Liaison Officers on August 29, 2024.

City of Livermore, Vice Mayor Carling noted his attendance at the climate meeting on September 4, 2024.

Open Heart Kitchen, Vice Mayor Carling noted his attendance at the benefit event on September 6, 2024.

City Council directed staff to reconfigure the City of Livermore and City of Pleasanton Liaison meeting, the City of Livermore and City of Dublin Liaison meeting, and the Intergovernmental meeting between the City of Livermore, Livermore Area Park and Recreation District, and the Livermore Valley Joint Unified School District to make them collaborative.

City Council directed staff to add an item to a future agenda to provide an opportunity for the City Council to discuss the City Council compensation.

9. ADJOURNMENT – at 8:35 pm in memory of Lee Horner to a Regular City Council Meeting on Monday, September 23, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED:

JOHN P. MARCHAND, MAYOR

ATTEST:

DEBORAH L. ELAM, ACTING CITY CLERK



CITY COUNCIL STAFF REPORT

ITEM NO. 5.2

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Adoption of an ordinance revising Municipal Code Chapter 1.28 *Conflict of Interest Code* to revise reporting categories and add or remove positions as appropriate.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance** revising Municipal Code Chapter 1.28, *Conflict of Interest Code*, to revise reporting categories and add or remove positions to align with updates to the City's salary schedule.

SUMMARY

DISCUSSION

ATTACHMENTS

1. [Redlined 2024 Conflict of Interest Code](#)
2. [Ordinance](#)
3. [Exhibit A - Appendix A](#)

Prepared by: Debbie Elam
Acting City Clerk

Approved by:

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

Marianna Marysheva
City Manager

Fiscal Review by:

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

Tina Olson
Administrative Services Director

Chapter 1.28 CONFLICT OF INTEREST CODE

Sections:

- [1.28.010](#) Purpose.
- [1.28.015](#) Amendment and review.
- [1.28.020](#) Definitions incorporated.
- [1.28.030](#) Place of filing.
- [1.28.040](#) Filing officer.
- [1.28.050](#) Late filings and failure to file statements.
- [1.28.060](#) Designated positions.
- [1.28.070](#) Disclosure categories.

1.28.010 Purpose.

A. The Political Reform Act of 1974 (Cal. Gov. Code Section [81000](#) et seq.) (the “Act”) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard conflict of interest code. This regulation, including any future amendments made by the Fair Political Practices Commission, may be incorporated by reference into a local agency’s conflict of interest code. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This chapter, along with the attachments hereto, shall constitute the conflict of interest code of the City of Livermore.

B. Nothing in this chapter is intended to modify or abridge the provisions of the Act commencing with Government Code Section [87100](#), which is applicable to all public officials of the City of Livermore (the “City”) and directs that no public official of the City shall make, participate in the making, or in any way attempt to use their official position to influence a City decision in which the official knows, or has reason to know, that he or she has a financial interest as defined by the Act.

C. This chapter intends to designate those public officials of the City who are involved in City decisions, and to require such designated officials to disclose those financial interests (using Form 700) which could foreseeably be affected, in a material manner, by a City decision made by the official in the performance of the official’s responsibilities.

1.28.015 Amendment and review.

The city clerk will review the City's conflict of interest code on an annual basis and if changes are required will submit a revised code for Council approval or if no changes are necessary so notify the City Council by the applicable deadline specified in the Act.

1.28.020 Definitions incorporated.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Section 18110 et seq.), and any amendments to the Act or regulations are incorporated by reference into this conflict of interest code.

1.28.030 Place of filing.

All officials and designated employees required to submit a statement of economic interests shall file their statements with the City's filing officer.

1.28.040 Filing officer.

The filing officer shall make and retain a copy of all statements filed by all officials subject to the Act, and forward the originals of such statements to the Fair Political Practices Commission. The filing officer shall retain the originals of the statements filed by all other designated employees. The filing officer will make all retained statements available for public inspection and reproduction during regular business hours. (Cal. Gov. Code Section [81008](#).)

1.28.050 Late filings and failure to file statements.

Any violation of this code is subject to the administrative, criminal, and civil sanctions provided in the Act.

The filing officer shall impose penalties for statements of economic interests that are filed late. The fine is \$10.00 per day beginning the day after the filing deadline, up to a maximum of \$100.00. Late filing penalties can be reduced or waived under certain circumstances as provided in Section 91013 of the Act.

1.28.060 Designated positions.

The persons listed in Appendix A of this chapter are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

1.28.070 Disclosure categories.

A. This code does not establish any disclosure obligations for those designated employees who are also specified in Government Code Section [87200](#) if they are designated in this code in that same capacity or if the geographical jurisdiction of the City is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Section [87200](#) et seq. Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth herein specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned herein. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

B. The mayor, members of the City Council and Planning Commission, the City Manager, the City Attorney, and all other City officials who manage public investments, as that term is defined by 2 California Code of Regulations Section 18701(b), are not subject to the City's code but are subject to the disclosure requirements of the Act. (Cal. Gov. Code Section [87200](#) et seq.). [2 Cal. Code of Regs. Section 18730(b)(3).]

C. Employees/Consultants. Consultants that are registered professional engineers or licensed land surveyors who render professional engineering or surveying services independently of City control or direction and who do not exercise City decision making authority may not be required to comply with disclosure obligations in accordance with California Government Code Section [87100.1](#).

1. Disclosure Category 1. All designated employees and consultants in this category shall disclose all sources of income including gifts, loans and travel payments; investments; interests in real property and any business entities in which the designated employee [holds a business position](#). ["Business position" means any business entity in which the filer](#) is a director, officer, partner, trustee, employee or holds any management position.

2. Disclosure Category 2.

~~A. All designated employees and consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business~~

~~entities in which the designated employee holds a management position if the business entity~~
investments, business positions in business entities, and sources of income (including gifts, loans,
and travel payments) if the business entity or source is in or doing business in the jurisdiction of the
City and:

i. ~~e~~Engages in land development, construction, the provision of architectural, engineering
or other services in connection with construction; the manufacture or sale of electrical,
plumbing or other products used in construction; the acquisition or sale of real property or
financing of land acquisition, development or construction; ~~;~~ or

ii. Provides services, supplies, materials, machinery, or equipment of any type utilized by
the employee's division; or

iii. Is of the type which contracts with the designated employee's department.

B. All designated employees and consultants in this category shall disclose interests in real
property located within the jurisdiction of the City.

3. Disclosure Category 3. ~~All designated employees and consultants in this category shall disclose~~
~~all sources of income, including gifts, loans and travel payments; investments; and business entities~~
~~in which the employee holds a management position if the business entity is of the type which~~
~~contracts with the City of Livermore to provide services, supplies, materials, machinery or~~
~~equipment.~~

All designated board, committee, or commission members in this category must report all interests
in real property investments, business positions in business entities, income (including gifts, loans,
and travel payments) from any source in or doing business in the jurisdiction of the City which are
subject to the regulation or supervision of the Board/Committee/Commission.

~~4. Disclosure Category 4. All designated employees and consultants in this category shall disclose~~
~~all sources of income, including gifts, loans and travel payments; investments and business entities~~
~~in which the designated employee holds a management position if the business entity is of the type~~
~~which contracts with the designated employee's department.~~

~~5~~4. Section 87200 Filers. Local officials specified in Government Code Section 87200 include the
mayor, City Council members, City Manager, City Attorney, and planning commissioners.

~~D. Advisory Bodies.~~

~~1. Airport Commission. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee or employee or hold any position of management if the source of the income or business entity:~~

~~a. Is of the type that contracts with the City of Livermore to provide services, supplies, materials, machinery or equipment to the Livermore Airport; and/or~~

~~b. Is an airline or manufactures, distributes, sells or markets aircraft or products used in aviation.~~

~~Members of this commission shall disclose interests in real property located within two miles of the Livermore Airport.~~

~~2. Beautification Committee. Members of the Beautification Committee shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee or employee or hold any position of management, if the source of income or entity:~~

~~a. Is of the type that contracts with the City of Livermore to provide services, supplies, plants, trees, materials, equipment, or other outdoor fixtures or amenities or services, for landscape maintenance, construction or reconstruction; and/or~~

~~b. Engages in land development, construction, landscape design or architecture in connection with the construction, reconstruction or maintenance of property.~~

~~Members of the Beautification Committee shall also disclose interests in real property inside the City.~~

~~3. Climate Action Plan Advisory Commission. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee or employee or hold any position of management, if the source of income or entity:~~

~~a. Is of the type that contracts to provide data, services, supplies, technology, materials, equipment, or other services, related to energy efficiency, recycling, sustainability, or climate change services.~~

~~4. Commission for the Arts. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee, or employee or hold any position of management if the source of the income or business entity:~~

~~a. Engages in land development; residential construction; the provision of architectural, engineering, or other services in connection with residential construction; the acquisition or sale of residential real property; or financing of land acquisition, development or residential construction.~~

~~Members of the Commission for the Arts shall disclose interests in real property located within, or not more than two miles outside, the boundaries of Livermore.~~

~~5. Community Asset Management Program. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments, and business entities in which they have an investment or in which they are a director, officer, partner, trustee or employee or hold any position of management, if the source of income or entity:~~

~~a. Is of the type that contracts with the City of Livermore to provide services, supplies, materials, equipment, or other services, related to City infrastructure, construction or reconstruction.~~

~~b. Engages in the development, construction, design or architecture in connection with the construction, reconstruction or maintenance of City assets.~~

~~c. Is of the type that contracts with the City of Livermore to provide any other goods or services for the operation and maintenance of City assets.~~

~~6. Historic Preservation Commission. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee, or employee or hold any position of management if the source of the income or business entity:~~

- ~~a. Engages in land development or provides contracting, landscape architecture, financial, or other services in connection with construction or reconstruction of property.~~

~~Members of the Historic Preservation Commission shall disclose interests in real property located within or not more than two miles outside the boundaries of Livermore.~~

~~7. Housing Authority. Members of the Livermore Housing Authority shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee, or employee or hold any position of management, if the source of income or entity:~~

- ~~a. Is of the type that contracts with the City of Livermore to provide, or otherwise provides, housing services, subsidized housing, transitional housing, or affordable housing services;~~
- ~~b. Has applied for, plans to apply for, is receiving or within the previous two years has received funds under the Section 8 Voucher Program; and/or~~
- ~~c. Is of the type that contracts with the City of Livermore or the Livermore Housing Authority to provide any other goods or services for the operation and maintenance of the Authority and its functions.~~

~~Members of the Livermore Housing Authority shall also disclose interests in real property inside the City.~~

~~8. Human Services Commission. Members of this commission shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee, or employee or hold any position of management if the source of the income or business entity:~~

- ~~a. Has applied for, plans to apply for, is receiving or within the previous two years has received funds through the City of Livermore to provide services for meeting human needs; and/or~~
- ~~b. Provides underwriting, legal, or financial services in connection with the issuance of mortgage revenue or other housing bonds.~~

~~Members of the Human Services Commission shall disclose interests in real property located within, or not more than two miles outside, the boundaries of Livermore.~~

~~9. Library Board of Trustees. Members of this board shall disclose sources of income, including gifts, loans, and travel payments; and business entities in which they have an investment or in which they are a director, officer, partner, trustee, or employee or hold any position of management if the source of the income or business entity:~~

~~a. Manufactures, repairs, distributes, sells, leases, or otherwise markets library materials and equipment including but not limited to books, periodicals, art slides or prints, records, or cataloguing equipment or systems; and/or~~

~~b. Is of the type that contracts with the City of Livermore to provide any other goods or services to the library.~~

~~Members of the Library Board of Trustees shall disclose interests in real property within one-half mile of any public library in Livermore.~~

Appendix A

City of Livermore Conflict of Interest Code List of Designated Positions

POSITION

DISCLOSURE CATEGORY

ADMINISTRATIVE SERVICES DEPARTMENT

Administrative Services Director/Treasurer
(Resolution 2009-205) 1

Assistant Administrative Services Director
(Confidential) 1

City Clerk Division

City Clerk 4

Assistant City Clerk 4

Deputy City Clerk 4

Cyber Security Division

Cyber Security Manager 3

Finance Division

Supervising Purchasing Specialist 2

POSITION	DISCLOSURE CATEGORY
Purchasing Specialist	~~3~~ -2
Financial Services Manager	~~3~~ 2
Accounting Supervisor	~~3~~ 2
Human Resources Division	
Human Resources Manager (Confidential)	1
Human Resources Analyst Senior (Confidential)	1
Human Resources Analyst I I (Confidential)	1
Human Resources Analyst I (Confidential)	1
Information Technology Division	
Information Technology Manager	~~3~~ 2
GIS Program Manager	2
Information Technology Operations Manager	2
Systems Administrator	~~3~~ 2
Geographic Information Services Specialist	~~3~~ 2
Information Technology Coordinator	2
Senior Information Technology Technician	~~3~~ 2
<u>CITY ATTORNEY'S OFFICE</u>	
Senior Assistant City Attorney (Confidential)	1
Assistant City Attorney (Confidential)	1
Deputy City Attorney (Confidential)	1
Risk Manager (Confidential)	1
Management Analyst (Confidential)	1
<u>CITY MANAGER'S OFFICE</u>	
Assistant City Manager	1
Assistant to the City Manager (Confidential)	1
Deputy City Manager (Confidential)	1
City Clerk Division	
City Clerk	1
Assistant City Clerk	1
Deputy City Clerk	1
<u>COMMUNITY DEVELOPMENT DEPARTMENT</u>	
Administration Division	

POSITION	DISCLOSURE CATEGORY
Community Development Director	1
Assistant Community Development Director	1
Housing and Human Services Division	
Housing and Human Services Manager	4-2
Housing Programs Manager	4-2
Human Services Program Manager	4-2
Building Division	
Building Official	1
Senior Building Inspector	2
Building Inspector (I, II, III)	2
Plan Check Engineer	2
Permit Center Manager	2
Inspection and Neighborhood Preservation Manager	2
Neighborhood Preservation Officer	2
Engineering Division	
City Engineer	1
Assistant City Engineer	2
Assistant Engineer	2
Junior Engineer	2
Engineering Specialist	2
Civil Engineer (Junior, Assistant, Associate, & Senior)	2
Engineering Technician (Senior, Associate, & Assistant)	2
Construction Inspection Manager	2
Transportation Engineer (Senior & Associate)	2
Planning Division	
Planning Manager	1
Planner (Assistant, Associate, Senior, & Principal)	2
<u>INNOVATION AND ECONOMIC DEVELOPMENT DEPARTMENT</u>	
Innovation and Economic Development Director	1

POSITION	DISCLOSURE CATEGORY
Economic Development Manager	2
Economic Development Specialist	4-2
<u>LIBRARY SERVICES DEPARTMENT</u>	
Director of Library Services	4-1
Assistant Library Director	4-2
Supervising Librarian	4-2
<u>POLICE DEPARTMENT</u>	
Police Chief	3-1
Police Captain	4-2
Police Lieutenant	4-2
Information Technology Coordinator	4-2
Police Facility and Equipment Manager	4-2
Police Business Services Manager	4-2
Police Support Services	4-2
Police Media & Community Relations Analyst	4-2
Horizons	
Youth and Family Services Manager – Clinical	4-2
Youth and Family Services Manager - Programs	4-2
<u>PUBLIC WORKS DEPARTMENT</u>	
Administration Division	
Public Works Director	1
Assistant Public Works Director	1
Public Works Manager	2, 4
Public Works Supervisor	4-2
Airport Division	
Airport Manager	2, 4
Maintenance Division	
Maintenance and Golf Operations Manager	2, 4
Water and Water Resources Division	
Water Distribution Operations Manager	4-2
Water Resources Communications Representative	4-2

POSITION	DISCLOSURE CATEGORY
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Water Resources Coordinator	4-2
Water Resources Division Manager	2, 4
Water Resources Operations Manager	4-2
Water Resources Source Control Inspector	4-2

GENERAL CATEGORIES

These categories cross departmental lines and are designated depending upon the type of duties to which they are assigned.

Special Projects Corrdinator	Depending On Assignment
Management Analyst	~~2~~ Depending On Assignment
Management Analyst II	~~4~~ Depending On Assignment
Senior Management Analyst	~~3~~ Depending On Assignment
Management Analyst Confidential	~~4~~ Depending On Assignment
Senior Management Analyst Confidential	~~4~~ Depending On Assignment

Advisory Bodies

Airport Commission	3
Beautification Committee	~~2~~ , 3
~~Climate Action Plan Advisory Committee~~	~~3~~
Commission for the Arts	~~2~~
~~Community Asset Management Program~~	~~2~~
~~General Plan Advisory Committee~~	~~3~~
Historic Preservation Commission	~~2~~ , 3
Housing Authority	~~2~~
Human Services Commission	~~2~~
Library Board of Trustees	3

Consultant – a person who contracts with the City to provide work that falls into one of the following categories.

The disclosure category for consultant is dependent upon the type of work being performed.

1. Work of the type and/or nature that could or would be done by a designated employee identified in the City of Livermore conflict of interest code. The City Manager, or his or her designee, may find that a person need not fully comply with the disclosure requirements upon a written determination that the work and duties contracted are limited in scope and full compliance is unnecessary. The written determination shall identify what level of disclosure, if any, is required.

2. Work that involves making or participating in making decisions which may foreseeably have a material effect on a financial interest subject to the reporting requirements of the Political Reform Act.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.28, *CONFLICT OF INTEREST CODE*, OF THE LIVERMORE MUNICIPAL CODE TO UPDATE DISCLOSURE CATEGORIES AND AMEND APPENDIX A

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

Section 1. *Findings.* The Political Reform Act requires that every local government agency amend its Conflict of Interest Code as positions are added, deleted, or changed. It has been determined that amendments are required for the City of Livermore's Conflict of Interest Code and list of designated positions.

Section 2. *Purpose.* This ordinance makes several changes to the Livermore Municipal Code Chapter 1.28 *Conflict of Interest Code* to update the disclosure categories and the positions designated to the disclosure categories.

Section 3. *Instruction for Publication.* The amendments made by this ordinance are made as follows for transparency. Deletions are reflected in this ordinance using a strikethrough, and new language is underlined. However, language with a strikethrough, and the underlines, will not be codified. The codification will only reflect the final language.

Section 4. *Amendment – Municipal Code.* The Livermore Municipal Code is hereby amended as follows.

A. Section 1.28.070 ¹*Disclosure categories*, subsection (C) is hereby amended and restated as set forth below:

C. Employees/Consultants. Consultants that are registered professional engineers or licensed land surveyors who render professional engineering or surveying services independently of City control or direction and who do not exercise City decision making authority may not be required to comply with disclosure obligations in accordance with California Government Code Section 87100.1.

1. Disclosure Category 1. All designated employees and consultants in this category shall disclose all sources of income including gifts, loans and travel payments; investments; interests in real property and any business entities in which the designated employee holds a business position. "Business

¹ The title of Section 1.28.070 *Designated positions* was incorrectly introduced at the September 9, 2024 meeting. The correct title should read *Disclosure categories*. This is a non-substantial typographical error. Government Code Section 36934.

position” means any business entity in which the filer is a director, officer, partner, trustee, employee or holds any management position.

2. Disclosure Category 2.

A. All designated employees and consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; interests in real property and any business entities in which the designated employee holds a management position if the business entity investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments) if the business entity or source is in or doing business in the jurisdiction of the City and:

i. eEngages in land development, construction, the provision of architectural, engineering or other services in connection with construction; the manufacture or sale of electrical, plumbing or other products used in construction; the acquisition or sale of real property or financing of land acquisition, development or construction.; or

ii. Provides services, supplies, materials, machinery, or equipment of any type utilized by the employee’s division; or

iii. Is of the type which contracts with the designated employee’s department.

B. All designated employees and consultants in this category shall disclose interests in real property located within the jurisdiction of the City.

~~3. Disclosure Category 3. All designated employees and consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments; and business entities in which the employee holds a management position if the business entity is of the type which contracts with the City of Livermore to provide services, supplies, materials, machinery or equipment.~~

All designated board, committee, or commission members in this category must report all interests in real property investments, business positions in business entities, income (including gifts, loans, and travel payments) from any source in or doing business in the jurisdiction of the City which are subject to the regulation or supervision of the Board/Committee/Commission.

~~4. Disclosure Category 4. All designated employees and consultants in this category shall disclose all sources of income, including gifts, loans and travel payments; investments and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the designated employee’s department.~~

54. Section 87200 Filers. Local officials specified in Government Code Section 87200 include the mayor, City Council members, City Manager, City Attorney, and planning commissioners.

- B. Section 1.28.070 ²*Disclosure categories*, subsection (D) Advisory Bodies is hereby deleted.
- C. Appendix A *City of Livermore Conflict of Interest Code List of Designated Positions* of Chapter 1.28 of the Livermore Municipal Code is hereby amended, as set forth in Exhibit A, attached hereto.

Section 5. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. *Severability.* If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. *Publication and Effective Date.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption and shall take effect and be in force 30 days from and after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 9, 2024, 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 September 23, 2024, by the following vote:

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

² The title of Section 1.28.070 *Designated positions* was incorrectly introduced at the September 9, 2024 meeting. The correct title should read *Disclosure categories*. This is a non-substantial typographical error. Government Code Section 36934.

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Katherine Mirassou

Katherine Mirassou
Deputy City Attorney

Exhibit A – Appendix A

ORDINANCE NO. _____

Appendix A

City of Livermore Conflict of Interest Code List of Designated Positions

POSITION	DISCLOSURE CATEGORY
<u>ADMINISTRATIVE SERVICES DEPARTMENT</u>	
Administrative Services Director/Treasurer (Resolution 2009-205)	1
Assistant Administrative Services Director (Confidential)	1
Finance Division	
Supervising Purchasing Specialist	2
Purchasing Specialist	2
Financial Services Manager	2
Accounting Supervisor	2
Human Resources Division	
Human Resources Manager (Confidential)	1
Human Resources Analyst Senior (Confidential)	1
Human Resources Analyst II (Confidential)	1
Human Resources Analyst I (Confidential)	1
Information Technology Division	
Information Technology Manager	2
GIS Program Manager	2
Information Technology Operations Manager	2
Systems Administrator	2
Geographic Information Services Specialist	2
Information Technology Coordinator	2
Senior Information Technology Technician	2
<u>CITY ATTORNEY'S OFFICE</u>	
Senior Assistant City Attorney (Confidential)	1
Assistant City Attorney (Confidential)	1
Deputy City Attorney (Confidential)	1
Risk Manager (Confidential)	1

POSITION	DISCLOSURE CATEGORY
Management Analyst (Confidential)	1
<u>CITY MANAGER'S OFFICE</u>	
Assistant City Manager	1
Assistant to the City Manager (Confidential)	1
Deputy City Manager (Confidential)	1
City Clerk Division	
City Clerk	1
Assistant City Clerk	1
Deputy City Clerk	1
<u>COMMUNITY DEVELOPMENT DEPARTMENT</u>	
Administration Division	
Community Development Director	1
Assistant Community Development Director	1
Housing and Human Services Division	
Housing and Human Services Manager	2
Housing Programs Manager	2
Human Services Program Manager	2
Building Division	
Building Official	1
Senior Building Inspector	2
Building Inspector (I, II, III)	2
Plan Check Engineer	2
Permit Center Manager	2
Inspection and Neighborhood Preservation Manager	2
Neighborhood Preservation Officer	2
Engineering Division	
City Engineer	1
Assistant City Engineer	2
Assistant Engineer	2
Junior Engineer	2
Engineering Specialist	2
Civil Engineer (Junior, Assistant, Associate, & Senior)	2

POSITION	DISCLOSURE CATEGORY
Engineering Technician (Senior, Associate, & Assistant)	2
Construction Inspection Manager	2
Transportation Engineer (Senior & Associate)	2
Planning Division	
Planning Manager	1
Planner (Assistant, Associate, Senior, & Principal)	2
<u>INNOVATION AND ECONOMIC DEVELOPMENT DEPARTMENT</u>	
Innovation and Economic Development Director	1
Economic Development Manager	2
Economic Development Specialist	2
<u>LIBRARY SERVICES DEPARTMENT</u>	
Director of Library Services	1
Assistant Library Director	2
Supervising Librarian	2
<u>POLICE DEPARTMENT</u>	
Police Chief	1
Police Captain	2
Police Lieutenant	2
Information Technology Coordinator	2
Police Facility and Equipment Manager	2
Police Business Services Manager	2
Police Support Services	2
Police Media & Community Relations Analyst	2
Horizons	
Youth and Family Services Manager – Clinical	2
Youth and Family Services Manager - Programs	2
<u>PUBLIC WORKS DEPARTMENT</u>	
Administration Division	

POSITION	DISCLOSURE CATEGORY
Public Works Director	1
Assistant Public Works Director	1
Public Works Manager	2
Public Works Supervisor	2
Airport Division	
Airport Manager	2
Maintenance Division	
Maintenance and Golf Operations Manager	2
Water and Water Resources Division	
Water Distribution Operations Manager	2
Water Resources Communications Representative	2
Water Resources Coordinator	2
Water Resources Division Manager	2
Water Resources Operations Manager	2
Water Resources Source Control Inspector	2
<u>GENERAL CATEGORIES</u>	
These categories cross departmental lines and are designated depending upon the type of duties to which they are assigned.	
Special Projects Corrdinator	Depending On Assignment
Management Analyst	Depending On Assignment
Management Analyst II	Depending On Assignment
Senior Management Analyst	Depending On Assignment
Management Analyst Confidential	Depending On Assignment
Senior Management Analyst Confidential	Depending On Assignment
Advisory Bodies	
Airport Commission	3
Beautification Committee	3
Commission for the Arts	3
General Plan Advisory Committee	3
Historic Preservation Commission	3
Housing Authority	3
Human Services Commission	3
Library Board of Trustees	3

Consultant – a person who contracts with the City to provide work that falls into one of the following categories. The disclosure category for consultant is dependent upon the type of work being performed.

1. Work of the type and/or nature that could or would be done by a designated employee identified in the City of Livermore conflict of interest code. The City Manager, or his or her designee, may find that a person need not fully comply with the disclosure requirements upon a written determination that the work and duties contracted are limited in scope and full compliance is unnecessary. The written determination shall identify what level of disclosure, if any, is required.
2. Work that involves making or participating in making decisions which may foreseeably have a material effect on a financial interest subject to the reporting requirements of the Political Reform Act.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.3

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of two ordinances authorizing execution of Planned Development Amendment - Residential (PD) 24-001 and Development Agreement Amendment (DAA) 24-001 for the Arroyo Vista Residential Project.

RECOMMENDED ACTION

Staff recommends the City Council **adopt the following ordinances:**

1. Ordinance authorizing Planned Development Amendment - Residential (PD) 24-001; and
2. Ordinance authorizing execution of Development Agreement Amendment (DAA) 24-001.

SUMMARY

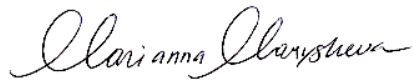
DISCUSSION

ATTACHMENTS

1. Ordinance - PD 24-001
2. Exhibit A - Planning Commission Resolution - Project Approval
3. Exhibit B - Planned Development Text Amendment
4. Ordinance - DAA 24-001
5. Exhibit A - Planning Commission Resolution- Project Approval
6. Exhibit B - Development Agreement Amendment

Prepared by: Kaitlyn Harrison
Assistant Planner

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 ADOPTING PLANNED DEVELOPMENT AMENDMENT –
RESIDENTIAL (PD) 24-001 FOR THE ARROYO VISTA NEIGHBORHOOD
DEVELOPMENT, TO AMEND THE BRIDGE REQUIREMENT AND ALLOW FOR
SINGLE-FAMILY DEVELOPMENT IN LIVERMORE PLANNED
DEVELOPMENT 16-004

On July 24, 2017, the City of Livermore (“City”) approved an application from Summerhill LLC to develop the approximately 29-acre vacant parcel located at the southeast corner of the Arroyo Vista and Las Positas Road intersection with a residential development project.

On January 25, 2024, the City received an application from TH Arroyo Vista LLC (“Applicant”) for Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 (collectively, the “Project”). The Project would modify the 2017 approval located southeast of the Las Positas and Arroyo Vista Road intersection. The Project includes modifying the design and height of the 86 single family residential units, adding approximately 0.5 acres of pocket parks in lieu of a pedestrian bridge, and making a financial contribution of \$2 million dollars.

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

Section 1. *Recommendation.* The Planning Commission held a duly noticed public hearing on July 16, 2024, to consider Planned Development 24-001 to amend PD 16-004 and recommended that the City Council approve the Planned Development in Planning Commission Resolution No. 25-24, attached hereto as Exhibit A.

Section 2. *Environmental.* The City Council considered the environmental review and adopted the 2024 Arroyo Vista Neighborhood Plan Addendum to the Initial Study/Mitigated Negative Declaration [IS/MND] (State Clearinghouse No. 2007052028), as amended by the 2017 addendum, or the Arroyo Vista Neighborhood Project Addendum by Resolution _____.

Section 3. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

Section 4. *Adoption.* The City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 25-24, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as part of this resolution, and based upon the City Council’s own independent review and considerations, the City Council hereby approves the Planned Development Residential zoning.

ORDINANCE NO. _____

Section 5. The zoning standards for this district shall be those set forth in the PD 24-001 Standards that amend PD 16-004, attached hereto as Exhibit B.

Section 6. *Publication and Effective Date.* This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within 15 days after its adoption and shall take effect and be in force thirty days from and after its adoption.

Section 7. *Filing.* The Planning Manager is directed to file a Notice of Determination for the Arroyo Vista Addendum with the Alameda County Clerk.

Section 8. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 9. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 9, 2024, 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 September 23, 2024, by the following vote:

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

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Katherine Mirrasou

Katherine Mirassou
Deputy City Attorney

Exhibit A - Planning Commission Resolution No. 25-24
Exhibit B – Planned Development 24-001 Standards

ORDINANCE NO. _____

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE SITE PLAN
DESIGN REVIEW MODIFICATION (SPDRM) 24-002, DEVELOPMENT AGREEMENT
AMENDMENT (DAA) 24-001, PLANNED DEVELOPMENT REZONING (PD) 24-001, AND
SPECIFIC PLAN AMENDMENT (SPPA) 24-002 FOR THE ARROYO VISTA
NEIGHBORHOOD DEVELOPMENT**

On October 11, 2017, the City received an application from LLC SummerHill to develop the approximately 29-acre vacant parcel located at the southeast corner of Arroyo Vista and Las Positas Road intersection with a residential development project.

On January 25, 2024, the City received an amended application from the Applicant for Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 (collectively, the "Project"). The Project would develop vacant land located southeast of Las Positas and Arroyo Vista Road intersection, implementing the Arroyo Vista Neighborhood Plan ("Project"). The Project includes 86 residential units, amenity space, two approximately 1.5-acre neighborhood parks with an additional approximately 0.5 acres of pocket parks street improvements, street trees, and utility infrastructure. The residential units consist of for sale detached single-family homes. The Project also includes a Development Agreement between the City and Developer, and Neighborhood Plan amendments.

On July 16, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and recommends the City Council adopt a resolution adopting an Addendum to the 2007 Arroyo Vista Neighborhood Plan, as amended in 2017 (#2007052028), consistent with the requirements of the California Environmental Quality Act ("CEQA").

BE IT FURTHER RESOLVED, with respect to Site Plan Design Review Modification 24-002, the Planning Commission finds based upon the information presented that:

1. The proposed development will be permitted within the subject zone.

Findings: The Project Site is zoned Planned Development (PD) 16-004, which permits

residential uses. The Project still proposes single-family development consistent with the PD with the PD amendments to the single-family homes as described below, a variety of open space areas and amenities, including two neighborhood parks, paseos, two pocket parks, and a public trail. All of the Project's proposed uses are permitted by the Project Site's applicable zoning designations.

2. The proposed development will be designed such that:
 - a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;
 - b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;
 - c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and
 - d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

Findings:

The proposed Project will not be detrimental to the commercial and light industrial uses of adjacent properties. The Project provides adequate emergency vehicle access throughout the site and necessary ariel access for fire access on units located in alleyways that do not allow for truck turnaround. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash pickup and adequate space will be provided in each residential unit garage buildings for all waste streams.

The Project proposes a variety of architectural styles, emphasizing traditional designs and building materials. The design will feature traditional architectural styles such as Craftsman, Prairie and Ranch.

The proposed traditional architectural styles incorporate design features and materials that will be compatible with existing and future developments in the surrounding areas. Additionally, the Project utilizes varied building materials, neutral colors, and varied building facades to reduce massing, distinguish each building, and provide a high degree of visual interest, variation, and articulation. The proposed color palette and design are compatible with the existing neutral and earth tones used in neighboring industrial and commercial developments.

The Project site is vacant with some preliminary grading approved. The proposed structures and improvements to be developed would be suitable for the Project's proposed mix of uses. The structures and improvements would be compatible with the industrial uses to the north and south of the Project site and commercial uses to west of the Project site across Las Positas Road and the business park uses to the east of the Project site across Bennett Drive. Additionally, the arrangement of structures and

improvements provides for appropriately scaled and orderly development and circulation throughout the Project Site.

The Project proposes a variety of architectural styles that vary by unit throughout the architectural site plan, emphasizing modern designs and building materials that are consistent with the Neighborhood Plan and the City's design standards and guidelines. The single-family homes provide a mix of board and batten, brick, gable trim, and decorative corbels.

The building's fenestration promotes order and variety. Massing is reduced through wall plane changes and belly bands. Additionally, the buildings use brick, stone, and other materials to provide visual interest.

The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2007 Initial Study/Mitigated Negative Declaration, as amended in 2017. The Project is not detrimental to adjacent properties and considers adjacent uses in the general area. All project frontages contain substantial landscaping and trees to appropriately screen the proposed buildings. The Project meets applicable parking standards. The residential use promotes synergy with surrounding uses, locating residents close to job centers, commercial uses, and will not produce any dust, odor, noise, or glare during regular operations. The structures are suitable for the site and the site plan is consistent with the City's Design Standards and Guidelines.

3. The proposed development is designed to include the following criteria, as applicable:
 - a. Compliance with Chapter 9.07 of the Development Code (Site Plan and Design Review), Municipal Code Title 15 (Buildings and Construction), and any other applicable City regulations and policies;
 - b. Efficient site layout and design;
 - c. Compatible and appropriate in scale to neighboring properties and developments.
 - d. Efficient and safe public access (both pedestrian and vehicular) and parking;
 - e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;
 - f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;
 - g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;
 - h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;
 - i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;
 - j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;
 - k. Appropriate exterior lighting which provides for public safety and is not of a nature

- that will constitute a hazard or nuisance to adjacent properties;
- l. Compatible in scale and aesthetic treatment of proposed structures with public areas;
 - m. Appropriate open space and use of water efficient landscaping; and
 - n. Consistent with the General Plan and any applicable Specific Plan.

Findings:

The proposed residential development is compliant with the Project site's zoning and would comply with all building code requirements and any additional applicable City regulations pertaining to the development and operation of the Project.

The design, location, size, and operating characteristics of the Project makes the Project Site suitable for the type, density, and intensity of use being proposed. Non- residential spaces such as the pocket parks, paseos, and walking trail, will provide residents and guests with areas for leisure, exercise, and gathering consistent with the intent of the zoning to provide recreational uses for residents.

The Project is of compatible and appropriate scale to neighboring properties and development. Directly adjacent to the property to the east is a business park. North of the Project Site across Arroyo Vista is an existing commercial development of similar scale. East of the Project Site across the Arroyo Seco Channel is vacant land that will be developed with the remaining portions of the 2017 approval, which also features a variety of residential unit mixes and amenities. Accordingly, the Project would be compatible with existing neighboring developments.

A street network has been approved with the 2017 approval and the street network proposed is consistent with that design. Vehicular access would be provided via two access points. One point of vehicular ingress and egress would be located along Las Positas Road, and one point of vehicular ingress and egress would be located along Arroyo Vista. The project includes one new public street and several new private alleys that would be internal to the development, consistent with the 2017 approval. Five pedestrian pathways are proposed throughout the Project Site to maximize connectivity and accessibility for pedestrians.

The Project Site's proximity to major roadways and highways and the internal roadways within the Project provide sufficient public and emergency vehicle access. The Project would provide 273 parking spaces within private garages, guest parking spaces and public stalls. A bus stop would be located along Las Positas Road, consistent with the 2017 approval. Accordingly, the Project would provide efficient and safe public access.

The homes are strategically arranged and designed to be visually appealing, functional, and to facilitate pedestrian and vehicular traffic throughout the Project site by providing pedestrian entries in between homes and utilizing loop streets for vehicular traffic.

The adjacent property to the east consists of similar, mostly flat, topographic conditions. The proposed land use and development would be compatible with adjacent properties. The residential development would be carefully configured to connect with existing city streets and proposed internal streets, allowing for efficient circulation and access. Additionally, the Project would feature a pedestrian connection to the walking trail along the Arroyo Seco Channel.

The Project site does not contain any existing structures. The Project's configuration is harmonious with neighboring developments, with a consistent density throughout the site and special corner treatments to reduce massing and increase interest.

The proposed residential units would be properly configured with respect to existing Project Site conditions. There is 1 product type with 3 different floor plans. The homes will feature traditional architectural styles. The combination of architectural styles creates visual interest and variety, consistent with the Neighborhood Plan. Additionally, wrapped porches have been used at corner units to reduce massing and provide space activation.

The Project is designed such that it will be well integrated with the adjacent Industrial and Commercial development. Features like a walking trail provides connectivity to both the Industrial and Commercial. The Project features a variety of unit mixes and types and community open space, consistent with the Neighborhood Plan. The architectural styles and color palette is compatible with the natural colors used in neighboring developments, avoiding excessive variety. At the same time, the Project maintains its own unique character that creates neighborhood identity and incorporates residential uses into.

The composition of buildings and exterior elevations are compatible with neighboring industrial and commercial uses. The proposed modern and American architectural styles incorporate design features and materials that distinguish the Project from surrounding developments, while complementing other styles within the Neighborhood Plan and surrounding areas. The proposed color palette is compatible with existing natural tones used in neighboring residential developments. The proposed materials are appropriate, standard materials like those used in the surrounding product types from the Neighborhood Plan.

The Project provides appropriate exterior lighting that promotes public safety and is not of the nature that will constitute a hazard or nuisance to adjacent properties. Streetlights, consistent with City standards, are proposed throughout the Project's internal roads to provide internal lighting for pedestrian and vehicular travel. Pedestrian-scale lighting, in the form of bollard lighting, is concentrated primarily along paseos and pedestrian paths, with additional lighting at the entrance of the pedestrian path connecting from the eastern corner connecting Las Positas Road to the site, providing a safe and walkable connection from the eastern parcel to the western parcel. Roadway lights are proposed along Arroyo Vista and Las Positas Road. All lighting would all comply with the City's lighting standards and will be down shielded.

The Project proposes to provide 130,616 square feet of open space. The Project would feature water-efficient landscaping throughout, resulting in 179,870 square feet of water efficient landscaping. The Estimated Total Water Use would not surpass the Maximum Allowed Water Allowance. The Project would not utilize recycled water due to a lack of connection to recycled water in the site area.

The Project is consistent with the General Plan in that the Project is located so as to create a consolidated pattern of urbanization, maximizing the use of existing public services and facilities (Objective LU-1.1); including the 2017 approval, it creates neighborhoods that include a range of housing types to meet the needs of all residents (Objective LU-1.2); it create neighborhoods near transit that include a mix of uses and a range of housing types to meet the needs of all residents (Objective LU-3.1). It maintains and enhances Livermore's urban design quality and encourage high quality design in all new development and redevelopment (Objective CC-2.1)It encourages and provides greater support for infill and higher density development in order to reduce Greenhouse Gas (GHG) emissions associated with vehicle travel (Objective CLI-1.2); it supports measures that encourage alternative modes of transportation in order to reduce emissions associated with vehicle travel (Objective CLI-1.3); it enhances existing water efficiency and conservation measures in order to reduce energy and GHGs associated with water use (Objective CLI-1.4); and, it expands the number of trees in Livermore in order to provide a larger carbon sink or area containing natural sources that retain more carbon than what those sources emit (Objective CLI- 1.6).

The Neighborhood Plan Goals and Policies are outlined under Site Plan in the Street Pattern, Access and Internal Circulation, Traffic, Parking, Trails, Pedestrian, and Bicycle Facilities, Open Space and Parks, Lot Layout, and Development Agreement Amendment, Site Plan and Design Review, and Neighborhood Design; these sections describe consistency with the Neighborhood Plan goals and policies.

BE IT FURTHER RESOLVED, with respect to Development Agreement Amendment 24-002, the Planning Commission finds based upon the information presented that:

1. The Development Agreement provides benefit to the City.

Findings: The Development Agreement Amendment will facilitate the development of the proposed Arroyo Vista Neighborhood development project (Project), which provide substantial benefits to the City.

This Project will also serve the best interests, and the public health, safety, and welfare of the residents of the City through: the provision of substantial public revenue in the form of an in-lieu contribution of \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund and increased real property and sales taxes; the provision of land uses that are compatible with the physical nature of the Property and the surrounding area; a new community that provides an additional customer base to the surrounding commercial businesses; new trail and pocket parks that bolster

walkability and connectivity; More information regarding each City benefit is described below:

Alternative Transportation Infrastructure

The Agreement secures a walking trail that connects to private parks, providing greater connectivity and destinations for pedestrians and bicyclists. Walkability is a tenant of the Neighborhood Plan, and these amenities help to support the goals of the plan. Additionally, the build out of the trail aid in Active Transportation Plan goals as the trail along the Arroyo Seco Channel would eventually connect to the Iron Horse Trail, once completed by the City and other public and private partners.

Financial Contributions

The Agreement secures an additional \$2,000,000 in public funding for the City's Community Benefit Fund and the Social Opportunity Endowment Fund.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and this Development Code.

Findings: The Project would not change the General Plan land use designation of Light Intensity Industrial (LII) and Urban High Density Residential (UH-3) and Arroyo Vista Neighborhood Plan; and would comply with the General Plan and Neighborhood Plans purpose, intent, goals, policies, and program. The Project is designed to develop a vibrant, safe, and walkable neighborhood with a range of architectural styles open space and recreational amenities, and citywide goals for and alternative transportation.

The Project would be consistent with the regulations and provisions of the Neighborhood Plan, inclusive of the proposed Specific Plan Amendment to remove the pedestrian bridge. The project proposes to remove the pedestrian bridge and provide two pocket parks in place of the bridge landings to meet the goals of the Neighborhood Plan by providing additional public space that contributes to the goals of recreational activities and walkability. In addition, the Project would contribute \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund to support community and housing needs.

Further, the Project ensures that its proposed land uses are compatible with existing neighboring industrial and commercial uses and transportation infrastructure by minimizing conflicts between adjacent land uses with respect to scale, safety, noise, privacy, transportation, and other potential nuisances and hazards. The Project proposes an emphasis on traditional architecture with traditional design elements and articulated facades, multiple architectural styles while providing cohesive design and site plan layout, and multiple material types, consistent with applicable General Plan and Neighborhood Plan goals and policies.

3. The Development Agreement Amendment complies with the requirements of Government Code Sections 65864 through 65869.5.

Findings: The Development Agreement Amendment between the City and the Developer regulates development of the Project site (Project Site) with the Project. Pursuant to the applicable requirements of the California Government Code governing development agreements, the Development Agreement Amendment specifies the duration of the agreement, the amount and timing of the payments for the in-lieu contribution of \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund, and the number of as well as the location of the pocket parks, among other terms and applicable requirements for California development agreements. Review, approval, and recordation of the Development Agreement Amendment will furthermore be conducted in accordance with the provisions of Government Code sections 65864 through 65869.5.

Government Code Section 65867.5 requires that, if a Development Agreement includes a subdivision, that the Tentative Map complies with Government Code Section 66473.7, which mandates that sufficient water supply be made available for new subdivisions. The Project does not include a Tentative Map. Therefore, the Project complies with Government Code Section 65867.5.

BE IT FURTHER RESOLVED, with respect to Development Code Amendment (DCA), known as Planned Development (PD)24-002 throughout this document, the Planning Commission finds based upon the information presented that:

1. The proposed amendment is consistent with the General Plan and any applicable Specific Plan.

Findings: The Project proposes PD24-002 to: 1) Enable the approval of the Project's proposed increase of allowable building height to 45 feet and 3 stories high; and 2) Replace the existing Neighborhood Plan's requirement to provide a pedestrian bridge over the Arroyo Seco Channel. Each component of the Amendment is consistent with the General Plan and Arroyo Vista Neighborhood Plan, as follows:

Consistency with General Plan Housing and Open Space Element

The proposed Inclusionary Ordinance amendments are consistent with the following General Plan Housing Element policies:

- Policy 1.2: Facilitate the development of a range of housing types through area planning efforts.
- OSC-5.1 Policy 2: Require developers to provide land or in lieu fees for parks, as governed by the terms of the Quimby Act.

The Arroyo Vista Neighborhood Plan was developed in 2007 and the original entitlement was approved in 2017. The proposed amendments facilitate the developer to provide a range of housing types, including the 2017 approval, by adjusting the

number of stories to meet the housing needs and market of 2024. Additionally, the Project proposes to provide two pocket parks in place of the bridge landing locations. The bridge became infeasible due to liability and legal and long-term maintenance issues with Zone 7 and the City and required a zoning amendment. Consistent with the Neighborhood Plan, the Project is providing two neighborhood parks in addition to the two pocket parks proposed in this amendment.

Consistency with Light Intensity Industrial Urban High

Residential General Plan Designation. The project site has a General Plan land use designation of Light Intensity Industrial and Urban High Residential (UH-3). The Arroyo Vista Neighborhood seeks to create a safe, vibrant, and walkable neighborhood that includes amenities for residents; ensure new development is compatible with existing development and community character. The proposed amendments would facilitate the proposed Project, which will provide housing choices with a variety of architecture in an area with accessible commercial, services, and open space.

Consistency with Arroyo Vista Neighborhood Plan

The proposed Inclusionary Ordinance Amendments are consistent with the following Specific Plan Goals:

- 4.1.3.3 The maximum allowable height for buildings in the Neighborhood is 45 feet. This maximum height is allowed on two and one-half, and three-story buildings only.
- 2.6(2) Usable common open space areas including paseos.

The proposed Amendments would allow for more flexibility in building heights and number of stories, consistent with the Neighborhood Plan that allows for building heights of to 45 feet on 3 story products. The Project is proposing building heights of up to 45 feet on the single-family homes. It allows the developer to meet the market needs of today. Additionally, the Project proposes to provide two pocket parks in place of the bridge landing locations. The pocket parks provide additional open space that surpasses the standard requirement of a minimum of two neighborhood parks on either side of the development. The 2017 approval will still be providing the two neighborhood parks in addition to the two pocket parks. The proposed changes align with the Arroyo Vista Neighborhood Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings: The amendment of 45 feet and 3 stories high is consistent with the surrounding character. The 2017 approval provides multi-family, flats, and townhome product types that are 3 story buildings. Further, the single-family homes provide reduced massing and greater visual relief than the multi-family, flats, and townhome product as they are detached. The number of proposed units is consistent with the

2017 approval which was analyzed traffic, emergency, and public services. In addition, the removal of the pedestrian bridge provides lower impacts on the environment. The Project is proposing pocket parks in place of the pedestrian bridge landings to contribute additional open space. To supplement the loss of the bridge, the Project will be providing bollard lighting and a pedestrian pathway at the south-western corner of the eastern parcel to bolster connections for pedestrians from the eastern parcel to the western parcel along Las Positas Road. The Project would still provide utilities and services to all new residents and would be required to protect the environment. Therefore, the proposed Amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

Findings: The proposed amendments do not affect any other sections of the Development Code. Therefore, both changes will not conflict with any other provision of the Development Code.

BE IT FURTHER RESOLVED, with respect to Specific Plan Amendment (SPPA) 24- 002, the Planning Commission finds based upon the information presented that:

1. A Specific Plan may only be amended if first found consistent with the General Plan in compliance with Government Code Section 65454.

Findings: The Project proposes a Neighborhood Plan Amendment to: 1) Remove the pedestrian bridge requirement from the Arroyo Vista Neighborhood Plan. The pedestrian bridge became infeasible due to liability, legal and long-term maintenance issues with Zone 7 and the City. In place of the pedestrian bridge landings, the Project will be providing two pocket parks; 2) Redline the conceptual plans and figures to show the removal of the pedestrian bridge. Each component of the Amendment is consistent with the General Plan, as follows:

Consistency with Light Intensity Industrial and Urban High Residential (UH-3)

The project site has a General Plan land use designation of Light Intensity Industrial and Urban High Residential (UH-3). The Arroyo Vista Neighborhood seeks to create a safe, vibrant, walkable neighborhood that includes accessible commercial, services, and open space for residents; ensure new development is compatible with existing development and community character. The proposed amendments would facilitate the proposed Project. The Project is consistent with the land use designation and implements the General Plan goals for the Arroyo Vista Neighborhood. For example, the Project would create a new vibrant neighborhood, a range of amenities, including two neighborhood parks (consistent with the 2017 approval), paseos, a private community pool, and pocket parks. The Project is also compatible with surrounding development since the building heights are consistent with the building heights of the surrounding products from the 2017 approval, and the buildings are designed with

traditional architectural features common in Livermore, like brick, deep eave overhangs and spacious porches.

Additionally, the Project provides open space in the form paseos, private open space, patios, two neighborhood parks (consistent with the 2017 Approval), and two pocket parks.

Consistency with Open Space Element

More specifically, the proposed removal of the pedestrian bridge amendment is consistent with the following General Plan Land Use Element policies:

- OSC-5.1 Policy 2: Require developers to provide land or in lieu fees for parks, as governed by the terms of the Quimby Act.
- Recreational access to the open space surrounding the City shall be encouraged to the extent that it is compatible with provisions of the Land Use Element.

In addition, the Project provides open space in the form paseos, private open space, patios, two neighborhood parks (consistent with the 2017 Approval), and two pocket parks. This satisfies OSC-5.1 Policy 2 by providing land that is used for parks. Additionally, the Project proposes two pocket parks in place of the bridge landings and enhanced pedestrian connections to the public walking trail such as bollard lighting and 4 access points to the trail. One access point at the north end of the trail, an access point at the north-western end of the trail, an access point from the west pocket park to the trail, and an access point from Las Positas Road to the trail.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Site Plan Design Review Modification (SPDRM) 24-001, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002, together with the Conditions of Approval as modified in Exhibit C to the City Council Project Approval Resolution.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Determination for Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Fintschenko, seconded by Commissioner Kronzak, the foregoing Resolution was adopted at the Planning Commission meeting of July 16, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, KRONZAK, LEARY.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

A handwritten signature in black ink that reads "Stephen Riley". The signature is written in a cursive, flowing style.

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

PLANNED DEVELOPMENT STANDARDS

Planned Development Residential 16-004

Planned Development Residential 16-004 amended by Planned Development 24-001

Development of 435 residential units, two neighborhood parks, open space and recreational amenities, pedestrian pathways, landscaping, lighting, ~~and streetscape improvements, and a pedestrian bridge over the Arroyo Seco channel~~ on the approximately 28.5-acre Arroyo Vista Neighborhood Site.

Location: North side of Las Positas Road between Arroyo Vista Drive and Bennett Drive, intersected by the Arroyo Seco Channel.

Recommended for Approval by the Planning Commission: June 20, 2017

Approved by City Council: July 24, 2017

Recommended for Amendment by the Planning Commission: July 16, 2024

Amended by City Council: September 9, 2024

[Note to reviewer: Between the Planning Commission July 16, 2024 and City Council September 9, 2024 public hearings, staff has clarified that Planned Development 24-001 is an amendment to Planned Development 16-004, as reflected in this record.]

A. PURPOSE AND INTENT

1. The purpose of establishing this Planned Development District is to regulate the development of 28.5+/- acres of land located on the north side of Las Positas Road between Arroyo Vista Road and Bennett Drive, intersected by the Arroyo Seco Channel subdivided by Vesting Tentative Tract Map 8379 generally shown in Exhibit A.
2. The intent of this Planned Development District is to accomplish the following:
 - a) To implement the Arroyo Vista Neighborhood Plan.
 - b) To establish a comprehensively planned traditional neighborhood development that incorporates a pedestrian-oriented network of open space and walkways, high-quality architectural details, and adequate provision of public services and safety.
 - c) To provide an aesthetically attractive environment for and conducive to the development and protection of residential development.
 - d) To allow flexible subdivision design and development that encourages a variety of lot sizes and housing types that will accommodate a diverse range of residents and household income levels.
 - e) To provide parks, trails, and open space for the recreational use and enjoyment of neighborhood residents.

B. PRINCIPAL PERMITTED USES

The following are the principal permitted uses in this District:

1. Detached single-family dwellings on individual lots.
2. Attached single-family dwellings on individual lots (i.e., townhomes).
3. Attached multi-family dwellings subdivided as condominiums (i.e., flats).

C. ACCESSORY USES

The following are the accessory uses permitted in this District:

1. Community parks, open spaces, and recreational amenities, including but not limited to: pathways, gardens, playgrounds, club houses/community buildings, outdoor seating and kitchen areas, pools, and cabanas.
2. Home Occupation in accordance with Livermore Development Code 6.02.060.
3. Accessory structures and buildings related to any permitted use, except home occupations, in accordance with Livermore Development Code 4.02.030.
4. Signs in accordance with Livermore Development Code 4.06.240 or 4.06.250. Monument features at the entries to the neighborhood and paseos, consistent with the Arroyo Vista Neighborhood Plan, are allowed. The name of community shall not be included on monument entry features.

D. CONDITIONAL USES

The following uses are permitted subject to approval of a Conditional Use Permit in addition to any other prerequisite permits and conformance to all applicable regulations set forth in this Planned Development and elsewhere in the Zoning Ordinance:

1. Public and Quasi-Public uses, not listed in Section C above, in accordance with Livermore Development Code 6.02.090.
2. Once the TDC option is used on any parcel within the Neighborhood Plan area, any future proposal to develop at the baseline industrial designation on any parcel would require discretionary approval of a Conditional Use Permit.

E. RESTRICTIONS

1. Building additions that result in net new floor area are prohibited.

- a) Minor building extensions such as chimneys and bay windows are allowed up to the maximum building height. Uncovered porches or decks no more than 18 inches in height are also allowed, although these features may not encroach into the required front or side yard setbacks.
 - b) Exceptions to this regulation will require a PD Amendment under the requirements of Chapter 9.14 of the Livermore Development Code.
- 2. Garage conversions into dwelling units or living space are prohibited.
- 3. Mechanical equipment such as air conditioning units, antennas, or ground-mounted satellite dishes, not originally constructed, are prohibited unless concealed or not visible from adjacent properties. Wall-mounted satellite dishes less than 24 inches in diameter are allowed.
- 4. Solar energy systems that meet the following criteria shall be allowed with a Building Permit:
 - a) Any such system must be consistent with the design and architecture of the residential unit or structure to which it is adjacent or affixed.
 - b) The location of the system must not cause glare or visual distraction to surrounding properties in the project.
 - c) The materials used to support or surround the system must be compatible with the nature and color of the adjacent structures.

F. DEVELOPMENT REGULATIONS FOR ALL RESIDENTIAL LOTS

- 1. **Definition of setbacks.** “Front” is defined as the side of the dwelling unit where the main entry is located. “Side” is defined as the side of the dwelling unit where there is either no access to the unit or the access to the unit is secondary. Setbacks are measured from the inside edge of the sidewalk (along a street) or pathway (along a paseo) to the wall plane, unless otherwise noted. Paseos are defined as landscaped corridors with a minimum 4-foot wide pathway, not located along a street.
- 2. **Encroachments into yards.** Certain architectural features including fireplaces, media niches and bay windows may encroach into the front, side, and rear yards up to a maximum of 3 feet in depth with a maximum width of 10 feet.
- 3. **Encroachments into setbacks on curvilinear streets.** Encroachments may be permitted per Section 4.1.4.2 of the Arroyo Vista Neighborhood Plan.
- 4. **Encroachments into arroyo setback.** The end unit of the residential building located in the southwestern corner of the eastern portion of the site (located on lot 301 of the Tentative Tract Map) may encroach by up to 10 feet into the 30-foot setback from the property line with the Arroyo Seco flood control channel.

G. DEVELOPMENT REGULATIONS FOR DETACHED RESIDENTIAL LOTS

1. **Lot Specifications.** Lots for single-family detached residences created under the terms of this Planned Development District shall conform to the following:
 - a) Minimum Lot Size: 2,150± square feet.
 - b) Average Lot Size: 2,600± square feet.
 - c) Maximum Lot Size: 4,790± square feet.
 - d) Lot Width: Minimum 32 feet
 - e) Corner Lot Width: Minimum 38 feet
2. **Building Height Maximum.** 45 35 feet and ~~three~~ two stories of livable area
3. **Minimum Setbacks.**
 - a) Front Porch at Street: 7 feet
 - b) Front Porch at Paseo: 5 feet
 - c) Front Wall Plane at Street: 13 feet
 - d) Front Wall Plane at Paseo: 7.6 feet
 - e) Side Yard Along Street: 6 feet
 - f) Side Yard Along Alley: 5 feet
 - g) Side Yard Along Paseo: 5 feet
 - h) Side Yard Separation (Building to Building): 10 feet
 - i) Building Face to Building Face: 32 feet
 - j) Garage Face to Face of Curb Along an Alley: 6 feet
 - k) Garage Face to Garage Face Along an Alley: 32 feet
 - l) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet

H. DEVELOPMENT REGULATIONS FOR ATTACHED RESIDENTIAL LOTS

1. **Lot Specifications (Townhomes).** Lots for attached single-family residences created under the terms of this Planned Development District shall conform to the following:

- a) Minimum Lot Size: 1,000 square feet.
 - b) Average Lot Size: 1,600 ± square feet.
 - c) Maximum Lot Size: 3,600 square feet.
2. **Lot Specifications (Flats).** Lots for multi-family residences created under the terms of this Planned Development District shall conform to the following:
- a) Minimum Lot Size: 7,100 square feet.
 - b) Average Lot Size: 8,900 ± square feet.
 - c) Maximum Lot Size: 9,700 square feet.
3. **Building Height Maximum.** 45 feet and 3 Stories of livable area.
4. **Minimum Setbacks.**
- a) Front Porch at Street: 7 feet
 - b) Front Wall Plane at Street: 15 feet
 - c) Building Side to Building Side – No Pathway: 12 feet
 - d) Building Side to Building Side – With Pathway: 15 feet
 - e) Porch / Courtyard Separation at Paseos: 15 feet
 - f) Garage Face to Garage Face Along Alley: 32 feet
 - g) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet
5. **Average Setbacks.** Building Face to Building Face along Paseos: 34 feet (average for each paired building cluster)

I. PARKING

- 1. **Detached dwellings:** Minimum 2 car garage with 1 guest space per unit.
- 2. **Attached/multi-family dwellings:** Minimum 2 car garage with 0.25 guest spaces per unit.

J. OPEN SPACE

- 1. **Parks:** Minimum of one neighborhood park with a minimum size of 0.20 acres on each side of the Arroyo Seco Channel.

2. **Single Family:** No minimum. The Arroyo Vista Neighborhood Plan assumes each lot incorporates private open space as defined by the minimum building setbacks.
 - a) Porches shall be minimum of 7 feet in either dimension.
3. **Multi-Family:** Minimum 1,000 square feet per unit spread out among three types of open space as follows:
 - a) Private Open Space (porches, decks, and courtyards for the exclusive use of private dwelling, with minimum of 7 feet in both dimensions): 10%-30%.
 - b) Semi-Private Open Space (outdoor areas between porches and sidewalks and between buildings and drive aisles): 20%-35%
 - c) Common Open Space (useable spaces such as neighborhood parks, gardens, and paseos): 40%-60%.
4. **Width of a Paseo:** Minimum 15 feet.

K. REVIEW PROCESS

1. Residential development covered by this Planned Development is subject to the Transfer of Development Credit (TDC) Ordinance and fees.
2. Before a building permit is issued for any new structure, or a grading permit for grading, the property owner shall obtain Site Plan and Design Review approval under Part 9 of the Livermore Development Code. The site plan approval for property within this PD-R district may include development conditions not limited to building design and arrangement, circulation, access, lighting, fencing, landscaping and screening, and maintenance of common area.
3. Minor changes to the site plan and architectural and landscape plans shall be reviewed and approved by City staff if they are determined to be in substantial conformance with the approved plans and are consistent with the intent of this Planned Development and the Arroyo Vista Neighborhood Plan.
4. A variance to the terms of this Planned Development may be approved by the Planning Commission subject to the requirements of Chapter 9.10 of the Livermore Development Code.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA
AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT AMENDMENT (DAA)
24-001 WITH TH ARROYO VISTA LLC, FOR THE ARROYO VISTA
NEIGHBORHOOD PROJECT, TO PROVIDE FINANCIAL CERTAINTY FOR THE
APPLICANT AND SECURE COMMUNITY BENEFITS FOR THE CITY OF
LIVERMORE

California Government Code Section 65864 et seq. (implemented by Livermore Development Code Chapter 9.04) allows local jurisdictions and private parties to enter into Development Agreements in order to vest certain development rights and to meet local public purpose.

In December 2016, the City of Livermore (“City”) received an application from SummerHill Livermore LLC to develop the approximately 29-acre vacant parcel located at the southeast corner of the Arroyo Vista and Las Positas Road intersection with a residential development project.

On July 24, 2017, SummerHill Livermore LLC and the City of Livermore entered into a Development Agreement (DA) 17-002 and recorded as Document No. 2017251014 in the Official Records of Alameda County.

On January 19, 2023, TH Arroyo Vista LLC (“Applicant”) acquired the project property from SummerHill Livermore LLC to develop the approximately 29-acre vacant parcel located at the southeast corner of the Arroyo Vista and Las Positas Road intersection with a residential development project, consistent with the 2017 approval.

On January 25, 2024, the City received an amended application from the Applicant for approximately 15-acres of the site that is currently being graded to allow construction of the residential buildings that are not subject to this amendment. The applications for the modified Project include Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 (collectively, the “Project”). The modified Project would remove the bridge requirement due to it becoming infeasible. Additionally, the modified Project would allow for taller homes of up to 45 feet and 3 stories that meet current market demands. The modified Project would develop at the intersection of southeast of Las Positas and Arroyo Vista Road, consistent with the 2017 approval. The Project includes 86 residential units, amenity space, two approximately 1.5-acre neighborhood parks with an additional approximately 0.5 acres of pocket parks, street improvements, street trees, and utility infrastructure. The residential units consist of for sale detached single-family homes. The Project also includes a Development Agreement Amendment (the “Development Agreement Amendment”) between the City and Developer, and Neighborhood Plan amendments.

ORDINANCE NO. _____

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

Section 1. *Authority.* Pursuant to California Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement Amendment 24-001 for the Arroyo Vista Residential Project. The Development Agreement Amendment is attached hereto as Exhibit B.

Section 2. *Recommendation.* The Planning Commission held a duly noticed public hearing on July 16, 2024, to consider adoption of an ordinance approving the Development Agreement Amendment and by its Resolution No. 25-24, attached hereto as Exhibit A, recommended that the City Council adopt the ordinance and approve the Development Agreement Amendment.

Section 3. *Public Hearing.* Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

Section 4. *Environmental Review.* The City Council has adopted Resolution No. [] adopting the Arroyo Vista Neighborhood Project Addendum to the Arroyo Vista Neighborhood Plan Initial Study/Mitigated Negative Declaration [IS/MND] (State Clearinghouse No. 2007052028), as amended by the 2017 addendum, and finding that no subsequent or supplemental IS/MND is required, under the provisions of the California Environmental Quality Act ("CEQA") per CEQA Guidelines section 15162.

Section 5. *Consistency.* Development Agreement Amendment 24-001 is consistent with the General Plan and the Livermore Development Code Chapter 9.04.

Section 6. *Findings and Approval.* The City Council has considered the findings made in Planning Commission Resolution No. 25-24, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance approving the Development Agreement Amendment.

Section 7. *Signing Authority.* The City Manager is hereby authorized to sign the Development Agreement Amendment, attached hereto as Exhibit B, on behalf of the City of Livermore.

Section 8. *Publication and Effective Date.* This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within 15 days after its adoption and shall take effect and be in force 30 days from and after its adoption.

ORDINANCE NO. _____

Section 9. *Filing.* The Planning Manager is directed to file a Notice of Determination for the Arroyo Vista Neighborhood Plan Addendum with the Alameda County Clerk.

Section 10. *Recording.* The City Clerk is directed to record the Development Agreement Amendment within 10 days after the effective date of the Development Agreement Amendment.

Section 11. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 12. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 9, 2024, 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 September 23, 2024, by the following vote:

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

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Planning Commission Resolution 25-24
Exhibit B – Development Agreement Amendment

ORDINANCE NO. _____

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE SITE PLAN
DESIGN REVIEW MODIFICATION (SPDRM) 24-002, DEVELOPMENT AGREEMENT
AMENDMENT (DAA) 24-001, PLANNED DEVELOPMENT REZONING (PD) 24-001, AND
SPECIFIC PLAN AMENDMENT (SPPA) 24-002 FOR THE ARROYO VISTA
NEIGHBORHOOD DEVELOPMENT**

On October 11, 2017, the City received an application from LLC SummerHill to develop the approximately 29-acre vacant parcel located at the southeast corner of Arroyo Vista and Las Positas Road intersection with a residential development project.

On January 25, 2024, the City received an amended application from the Applicant for Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 (collectively, the "Project"). The Project would develop vacant land located southeast of Las Positas and Arroyo Vista Road intersection, implementing the Arroyo Vista Neighborhood Plan ("Project"). The Project includes 86 residential units, amenity space, two approximately 1.5-acre neighborhood parks with an additional approximately 0.5 acres of pocket parks street improvements, street trees, and utility infrastructure. The residential units consist of for sale detached single-family homes. The Project also includes a Development Agreement between the City and Developer, and Neighborhood Plan amendments.

On July 16, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and recommends the City Council adopt a resolution adopting an Addendum to the 2007 Arroyo Vista Neighborhood Plan, as amended in 2017 (#2007052028), consistent with the requirements of the California Environmental Quality Act ("CEQA").

BE IT FURTHER RESOLVED, with respect to Site Plan Design Review Modification 24-002, the Planning Commission finds based upon the information presented that:

1. The proposed development will be permitted within the subject zone.

Findings: The Project Site is zoned Planned Development (PD) 16-004, which permits

residential uses. The Project still proposes single-family development consistent with the PD with the PD amendments to the single-family homes as described below, a variety of open space areas and amenities, including two neighborhood parks, paseos, two pocket parks, and a public trail. All of the Project's proposed uses are permitted by the Project Site's applicable zoning designations.

2. The proposed development will be designed such that:
 - a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;
 - b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;
 - c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and
 - d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

Findings:

The proposed Project will not be detrimental to the commercial and light industrial uses of adjacent properties. The Project provides adequate emergency vehicle access throughout the site and necessary ariel access for fire access on units located in alleyways that do not allow for truck turnaround. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash pickup and adequate space will be provided in each residential unit garage buildings for all waste streams.

The Project proposes a variety of architectural styles, emphasizing traditional designs and building materials. The design will feature traditional architectural styles such as Craftsman, Prairie and Ranch.

The proposed traditional architectural styles incorporate design features and materials that will be compatible with existing and future developments in the surrounding areas. Additionally, the Project utilizes varied building materials, neutral colors, and varied building facades to reduce massing, distinguish each building, and provide a high degree of visual interest, variation, and articulation. The proposed color palette and design are compatible with the existing neutral and earth tones used in neighboring industrial and commercial developments.

The Project site is vacant with some preliminary grading approved. The proposed structures and improvements to be developed would be suitable for the Project's proposed mix of uses. The structures and improvements would be compatible with the industrial uses to the north and south of the Project site and commercial uses to west of the Project site across Las Positas Road and the business park uses to the east of the Project site across Bennett Drive. Additionally, the arrangement of structures and

improvements provides for appropriately scaled and orderly development and circulation throughout the Project Site.

The Project proposes a variety of architectural styles that vary by unit throughout the architectural site plan, emphasizing modern designs and building materials that are consistent with the Neighborhood Plan and the City's design standards and guidelines. The single-family homes provide a mix of board and batten, brick, gable trim, and decorative corbels.

The building's fenestration promotes order and variety. Massing is reduced through wall plane changes and belly bands. Additionally, the buildings use brick, stone, and other materials to provide visual interest.

The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2007 Initial Study/Mitigated Negative Declaration, as amended in 2017. The Project is not detrimental to adjacent properties and considers adjacent uses in the general area. All project frontages contain substantial landscaping and trees to appropriately screen the proposed buildings. The Project meets applicable parking standards. The residential use promotes synergy with surrounding uses, locating residents close to job centers, commercial uses, and will not produce any dust, odor, noise, or glare during regular operations. The structures are suitable for the site and the site plan is consistent with the City's Design Standards and Guidelines.

3. The proposed development is designed to include the following criteria, as applicable:
 - a. Compliance with Chapter 9.07 of the Development Code (Site Plan and Design Review), Municipal Code Title 15 (Buildings and Construction), and any other applicable City regulations and policies;
 - b. Efficient site layout and design;
 - c. Compatible and appropriate in scale to neighboring properties and developments.
 - d. Efficient and safe public access (both pedestrian and vehicular) and parking;
 - e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;
 - f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;
 - g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;
 - h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;
 - i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;
 - j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;
 - k. Appropriate exterior lighting which provides for public safety and is not of a nature

- that will constitute a hazard or nuisance to adjacent properties;
- l. Compatible in scale and aesthetic treatment of proposed structures with public areas;
 - m. Appropriate open space and use of water efficient landscaping; and
 - n. Consistent with the General Plan and any applicable Specific Plan.

Findings:

The proposed residential development is compliant with the Project site's zoning and would comply with all building code requirements and any additional applicable City regulations pertaining to the development and operation of the Project.

The design, location, size, and operating characteristics of the Project makes the Project Site suitable for the type, density, and intensity of use being proposed. Non- residential spaces such as the pocket parks, paseos, and walking trail, will provide residents and guests with areas for leisure, exercise, and gathering consistent with the intent of the zoning to provide recreational uses for residents.

The Project is of compatible and appropriate scale to neighboring properties and development. Directly adjacent to the property to the east is a business park. North of the Project Site across Arroyo Vista is an existing commercial development of similar scale. East of the Project Site across the Arroyo Seco Channel is vacant land that will be developed with the remaining portions of the 2017 approval, which also features a variety of residential unit mixes and amenities. Accordingly, the Project would be compatible with existing neighboring developments.

A street network has been approved with the 2017 approval and the street network proposed is consistent with that design. Vehicular access would be provided via two access points. One point of vehicular ingress and egress would be located along Las Positas Road, and one point of vehicular ingress and egress would be located along Arroyo Vista. The project includes one new public street and several new private alleys that would be internal to the development, consistent with the 2017 approval. Five pedestrian pathways are proposed throughout the Project Site to maximize connectivity and accessibility for pedestrians.

The Project Site's proximity to major roadways and highways and the internal roadways within the Project provide sufficient public and emergency vehicle access. The Project would provide 273 parking spaces within private garages, guest parking spaces and public stalls. A bus stop would be located along Las Positas Road, consistent with the 2017 approval. Accordingly, the Project would provide efficient and safe public access.

The homes are strategically arranged and designed to be visually appealing, functional, and to facilitate pedestrian and vehicular traffic throughout the Project site by providing pedestrian entries in between homes and utilizing loop streets for vehicular traffic.

The adjacent property to the east consists of similar, mostly flat, topographic conditions. The proposed land use and development would be compatible with adjacent properties. The residential development would be carefully configured to connect with existing city streets and proposed internal streets, allowing for efficient circulation and access. Additionally, the Project would feature a pedestrian connection to the walking trail along the Arroyo Seco Channel.

The Project site does not contain any existing structures. The Project's configuration is harmonious with neighboring developments, with a consistent density throughout the site and special corner treatments to reduce massing and increase interest.

The proposed residential units would be properly configured with respect to existing Project Site conditions. There is 1 product type with 3 different floor plans. The homes will feature traditional architectural styles. The combination of architectural styles creates visual interest and variety, consistent with the Neighborhood Plan. Additionally, wrapped porches have been used at corner units to reduce massing and provide space activation.

The Project is designed such that it will be well integrated with the adjacent Industrial and Commercial development. Features like a walking trail provides connectivity to both the Industrial and Commercial. The Project features a variety of unit mixes and types and community open space, consistent with the Neighborhood Plan. The architectural styles and color palette is compatible with the natural colors used in neighboring developments, avoiding excessive variety. At the same time, the Project maintains its own unique character that creates neighborhood identity and incorporates residential uses into.

The composition of buildings and exterior elevations are compatible with neighboring industrial and commercial uses. The proposed modern and American architectural styles incorporate design features and materials that distinguish the Project from surrounding developments, while complementing other styles within the Neighborhood Plan and surrounding areas. The proposed color palette is compatible with existing natural tones used in neighboring residential developments. The proposed materials are appropriate, standard materials like those used in the surrounding product types from the Neighborhood Plan.

The Project provides appropriate exterior lighting that promotes public safety and is not of the nature that will constitute a hazard or nuisance to adjacent properties. Streetlights, consistent with City standards, are proposed throughout the Project's internal roads to provide internal lighting for pedestrian and vehicular travel. Pedestrian-scale lighting, in the form of bollard lighting, is concentrated primarily along paseos and pedestrian paths, with additional lighting at the entrance of the pedestrian path connecting from the eastern corner connecting Las Positas Road to the site, providing a safe and walkable connection from the eastern parcel to the western parcel. Roadway lights are proposed along Arroyo Vista and Las Positas Road. All lighting would all comply with the City's lighting standards and will be down shielded.

The Project proposes to provide 130,616 square feet of open space. The Project would feature water-efficient landscaping throughout, resulting in 179,870 square feet of water efficient landscaping. The Estimated Total Water Use would not surpass the Maximum Allowed Water Allowance. The Project would not utilize recycled water due to a lack of connection to recycled water in the site area.

The Project is consistent with the General Plan in that the Project is located so as to create a consolidated pattern of urbanization, maximizing the use of existing public services and facilities (Objective LU-1.1); including the 2017 approval, it creates neighborhoods that include a range of housing types to meet the needs of all residents (Objective LU-1.2); it create neighborhoods near transit that include a mix of uses and a range of housing types to meet the needs of all residents (Objective LU-3.1). It maintains and enhances Livermore's urban design quality and encourage high quality design in all new development and redevelopment (Objective CC-2.1)It encourages and provides greater support for infill and higher density development in order to reduce Greenhouse Gas (GHG) emissions associated with vehicle travel (Objective CLI-1.2); it supports measures that encourage alternative modes of transportation in order to reduce emissions associated with vehicle travel (Objective CLI-1.3); it enhances existing water efficiency and conservation measures in order to reduce energy and GHGs associated with water use (Objective CLI-1.4); and, it expands the number of trees in Livermore in order to provide a larger carbon sink or area containing natural sources that retain more carbon than what those sources emit (Objective CLI- 1.6).

The Neighborhood Plan Goals and Policies are outlined under Site Plan in the Street Pattern, Access and Internal Circulation, Traffic, Parking, Trails, Pedestrian, and Bicycle Facilities, Open Space and Parks, Lot Layout, and Development Agreement Amendment, Site Plan and Design Review, and Neighborhood Design; these sections describe consistency with the Neighborhood Plan goals and policies.

BE IT FURTHER RESOLVED, with respect to Development Agreement Amendment 24-002, the Planning Commission finds based upon the information presented that:

1. The Development Agreement provides benefit to the City.

Findings: The Development Agreement Amendment will facilitate the development of the proposed Arroyo Vista Neighborhood development project (Project), which provide substantial benefits to the City.

This Project will also serve the best interests, and the public health, safety, and welfare of the residents of the City through: the provision of substantial public revenue in the form of an in-lieu contribution of \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund and increased real property and sales taxes; the provision of land uses that are compatible with the physical nature of the Property and the surrounding area; a new community that provides an additional customer base to the surrounding commercial businesses; new trail and pocket parks that bolster

walkability and connectivity; More information regarding each City benefit is described below:

Alternative Transportation Infrastructure

The Agreement secures a walking trail that connects to private parks, providing greater connectivity and destinations for pedestrians and bicyclists. Walkability is a tenant of the Neighborhood Plan, and these amenities help to support the goals of the plan. Additionally, the build out of the trail aid in Active Transportation Plan goals as the trail along the Arroyo Seco Channel would eventually connect to the Iron Horse Trail, once completed by the City and other public and private partners.

Financial Contributions

The Agreement secures an additional \$2,000,000 in public funding for the City's Community Benefit Fund and the Social Opportunity Endowment Fund.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and this Development Code.

Findings: The Project would not change the General Plan land use designation of Light Intensity Industrial (LII) and Urban High Density Residential (UH-3) and Arroyo Vista Neighborhood Plan; and would comply with the General Plan and Neighborhood Plans purpose, intent, goals, policies, and program. The Project is designed to develop a vibrant, safe, and walkable neighborhood with a range of architectural styles open space and recreational amenities, and citywide goals for and alternative transportation.

The Project would be consistent with the regulations and provisions of the Neighborhood Plan, inclusive of the proposed Specific Plan Amendment to remove the pedestrian bridge. The project proposes to remove the pedestrian bridge and provide two pocket parks in place of the bridge landings to meet the goals of the Neighborhood Plan by providing additional public space that contributes to the goals of recreational activities and walkability. In addition, the Project would contribute \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund to support community and housing needs.

Further, the Project ensures that its proposed land uses are compatible with existing neighboring industrial and commercial uses and transportation infrastructure by minimizing conflicts between adjacent land uses with respect to scale, safety, noise, privacy, transportation, and other potential nuisances and hazards. The Project proposes an emphasis on traditional architecture with traditional design elements and articulated facades, multiple architectural styles while providing cohesive design and site plan layout, and multiple material types, consistent with applicable General Plan and Neighborhood Plan goals and policies.

3. The Development Agreement Amendment complies with the requirements of Government Code Sections 65864 through 65869.5.

Findings: The Development Agreement Amendment between the City and the Developer regulates development of the Project site (Project Site) with the Project. Pursuant to the applicable requirements of the California Government Code governing development agreements, the Development Agreement Amendment specifies the duration of the agreement, the amount and timing of the payments for the in-lieu contribution of \$2,000,000 to the Community Benefit Fund and Social Opportunity Endowment Fund, and the number of as well as the location of the pocket parks, among other terms and applicable requirements for California development agreements. Review, approval, and recordation of the Development Agreement Amendment will furthermore be conducted in accordance with the provisions of Government Code sections 65864 through 65869.5.

Government Code Section 65867.5 requires that, if a Development Agreement includes a subdivision, that the Tentative Map complies with Government Code Section 66473.7, which mandates that sufficient water supply be made available for new subdivisions. The Project does not include a Tentative Map. Therefore, the Project complies with Government Code Section 65867.5.

BE IT FURTHER RESOLVED, with respect to Development Code Amendment (DCA), known as Planned Development (PD)24-002 throughout this document, the Planning Commission finds based upon the information presented that:

1. The proposed amendment is consistent with the General Plan and any applicable Specific Plan.

Findings: The Project proposes PD24-002 to: 1) Enable the approval of the Project's proposed increase of allowable building height to 45 feet and 3 stories high; and 2) Replace the existing Neighborhood Plan's requirement to provide a pedestrian bridge over the Arroyo Seco Channel. Each component of the Amendment is consistent with the General Plan and Arroyo Vista Neighborhood Plan, as follows:

Consistency with General Plan Housing and Open Space Element

The proposed Inclusionary Ordinance amendments are consistent with the following General Plan Housing Element policies:

- Policy 1.2: Facilitate the development of a range of housing types through area planning efforts.
- OSC-5.1 Policy 2: Require developers to provide land or in lieu fees for parks, as governed by the terms of the Quimby Act.

The Arroyo Vista Neighborhood Plan was developed in 2007 and the original entitlement was approved in 2017. The proposed amendments facilitate the developer to provide a range of housing types, including the 2017 approval, by adjusting the

number of stories to meet the housing needs and market of 2024. Additionally, the Project proposes to provide two pocket parks in place of the bridge landing locations. The bridge became infeasible due to liability and legal and long-term maintenance issues with Zone 7 and the City and required a zoning amendment. Consistent with the Neighborhood Plan, the Project is providing two neighborhood parks in addition to the two pocket parks proposed in this amendment.

Consistency with Light Intensity Industrial Urban High

Residential General Plan Designation. The project site has a General Plan land use designation of Light Intensity Industrial and Urban High Residential (UH-3). The Arroyo Vista Neighborhood seeks to create a safe, vibrant, and walkable neighborhood that includes amenities for residents; ensure new development is compatible with existing development and community character. The proposed amendments would facilitate the proposed Project, which will provide housing choices with a variety of architecture in an area with accessible commercial, services, and open space.

Consistency with Arroyo Vista Neighborhood Plan

The proposed Inclusionary Ordinance Amendments are consistent with the following Specific Plan Goals:

- 4.1.3.3 The maximum allowable height for buildings in the Neighborhood is 45 feet. This maximum height is allowed on two and one-half, and three-story buildings only.
- 2.6(2) Usable common open space areas including paseos.

The proposed Amendments would allow for more flexibility in building heights and number of stories, consistent with the Neighborhood Plan that allows for building heights of to 45 feet on 3 story products. The Project is proposing building heights of up to 45 feet on the single-family homes. It allows the developer to meet the market needs of today. Additionally, the Project proposes to provide two pocket parks in place of the bridge landing locations. The pocket parks provide additional open space that surpasses the standard requirement of a minimum of two neighborhood parks on either side of the development. The 2017 approval will still be providing the two neighborhood parks in addition to the two pocket parks. The proposed changes align with the Arroyo Vista Neighborhood Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings: The amendment of 45 feet and 3 stories high is consistent with the surrounding character. The 2017 approval provides multi-family, flats, and townhome product types that are 3 story buildings. Further, the single-family homes provide reduced massing and greater visual relief than the multi-family, flats, and townhome product as they are detached. The number of proposed units is consistent with the

2017 approval which was analyzed traffic, emergency, and public services. In addition, the removal of the pedestrian bridge provides lower impacts on the environment. The Project is proposing pocket parks in place of the pedestrian bridge landings to contribute additional open space. To supplement the loss of the bridge, the Project will be providing bollard lighting and a pedestrian pathway at the south-western corner of the eastern parcel to bolster connections for pedestrians from the eastern parcel to the western parcel along Las Positas Road. The Project would still provide utilities and services to all new residents and would be required to protect the environment. Therefore, the proposed Amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

Findings: The proposed amendments do not affect any other sections of the Development Code. Therefore, both changes will not conflict with any other provision of the Development Code.

BE IT FURTHER RESOLVED, with respect to Specific Plan Amendment (SPPA) 24- 002, the Planning Commission finds based upon the information presented that:

1. A Specific Plan may only be amended if first found consistent with the General Plan in compliance with Government Code Section 65454.

Findings: The Project proposes a Neighborhood Plan Amendment to: 1) Remove the pedestrian bridge requirement from the Arroyo Vista Neighborhood Plan. The pedestrian bridge became infeasible due to liability, legal and long-term maintenance issues with Zone 7 and the City. In place of the pedestrian bridge landings, the Project will be providing two pocket parks; 2) Redline the conceptual plans and figures to show the removal of the pedestrian bridge. Each component of the Amendment is consistent with the General Plan, as follows:

Consistency with Light Intensity Industrial and Urban High Residential (UH-3)

The project site has a General Plan land use designation of Light Intensity Industrial and Urban High Residential (UH-3). The Arroyo Vista Neighborhood seeks to create a safe, vibrant, walkable neighborhood that includes accessible commercial, services, and open space for residents; ensure new development is compatible with existing development and community character. The proposed amendments would facilitate the proposed Project. The Project is consistent with the land use designation and implements the General Plan goals for the Arroyo Vista Neighborhood. For example, the Project would create a new vibrant neighborhood, a range of amenities, including two neighborhood parks (consistent with the 2017 approval), paseos, a private community pool, and pocket parks. The Project is also compatible with surrounding development since the building heights are consistent with the building heights of the surrounding products from the 2017 approval, and the buildings are designed with

traditional architectural features common in Livermore, like brick, deep eave overhangs and spacious porches.

Additionally, the Project provides open space in the form paseos, private open space, patios, two neighborhood parks (consistent with the 2017 Approval), and two pocket parks.

Consistency with Open Space Element

More specifically, the proposed removal of the pedestrian bridge amendment is consistent with the following General Plan Land Use Element policies:

- OSC-5.1 Policy 2: Require developers to provide land or in lieu fees for parks, as governed by the terms of the Quimby Act.
- Recreational access to the open space surrounding the City shall be encouraged to the extent that it is compatible with provisions of the Land Use Element.

In addition, the Project provides open space in the form paseos, private open space, patios, two neighborhood parks (consistent with the 2017 Approval), and two pocket parks. This satisfies OSC-5.1 Policy 2 by providing land that is used for parks. Additionally, the Project proposes two pocket parks in place of the bridge landings and enhanced pedestrian connections to the public walking trail such as bollard lighting and 4 access points to the trail. One access point at the north end of the trail, an access point at the north-western end of the trail, an access point from the west pocket park to the trail, and an access point from Las Positas Road to the trail.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Site Plan Design Review Modification (SPDRM) 24-001, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002, together with the Conditions of Approval as modified in Exhibit C to the City Council Project Approval Resolution.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Determination for Site Plan Design Review Modification (SPDRM) 24-002, Development Agreement Amendment (DAA) 24-001, Planned Development (PD) 24-001, and Specific Plan Amendment (SPPA) 24-002 with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Fintschenko, seconded by Commissioner Kronzak, the foregoing Resolution was adopted at the Planning Commission meeting of July 16, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, KRONZAK, LEARY.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

A handwritten signature in black ink that reads "Stephen Riley". The signature is written in a cursive, flowing style.

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

RECORDATION

Return to:
City Clerk
City Hall
1052 So. Livermore Ave.
Livermore, CA 94550

**FIRST AMENDMENT TO
 DEVELOPMENT AGREEMENT
 THE ARROYO VISTA RESIDENTIAL PROJECT**

This First Amendment is entered into this _____ day of _____, 2024, between Trumark Homes, LLC (dba. TH Arroyo Vista LLC) (“Developer” or “Property Owner”) and the City of Livermore, a municipal corporation of the State of California (“City”) for the Arroyo Vista Residential Project comprised of City entitlement applications Vesting Tentative Tract Map (VTTM) 8379, Subdivision (SUB) 16-010, Planned Development Residential (PDR) 16-004, Site Plan Design Review Modification (SPDRM) 24-002, and Development Agreement Amendment (DAA) 24-001 (the “Project”).

RECITALS

A. On October 11, 2017, SummerHill Livermore LLC and the City of Livermore entered into a Development Agreement (DA) 17-002, and recorded as Document No.2017251014 in the Official Records of Alameda County (the “Original Development Agreement”). DA 17-002 implemented the associated project entitlements for a 435-units residential development. Those entitlements included Vesting Tentative Tract Map (VTTM) 8379, Site Plan and Design Review (SPDR) 16-027 and Planned Development Residential (PDR) 16-004.

B. On January 19, 2023, TH Arroyo Vista LLC acquired the Project property from SummerHill Livermore, LLC. Per Recital B in DA 17-002, the provisions of the Development Agreement run with the property. In addition, Recital B states that “Property Owner” means any successor to the Property Owner that obtains some or all of the Property Owner’s legal rights and obligations pursuant to DA 17-002 or any legal interest to any portion of the Property. Therefore, all references to the Property Owner as cited in DA 17-002 and in this Agreement now apply to TH Arroyo Vista LLC.

C. The Property Owner has applied for an amendment to the Original Development Agreement (City File Development Agreement Amendment (DAA) 24-001) to request design changes to the original entitlement, including removing the on-site pedestrian bridge and increasing the height of the single-family detached homes (“Amendment”).

D. This Amendment to the Original Development Agreement is required to reflect changes in the project.

E. This Agreement was adopted by ordinance of the City Council, after notice and public hearings before the Planning Commission and City Council and after City Council certification of an Addendum to the Addendum (adopted in 2017) of the Initial Study Mitigated Negative Declaration for the Arroyo Vista Neighborhood Plan (adopted in 2007) in accordance with the California Environmental Quality Act, Public Resources Code section 21000 and following.

F. The Original Development Agreement, together with this First Amendment, shall hereinafter collectively be referred to as the “Development Agreement” or the “Agreement.”

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recital C. Recital C of the Agreement is hereby amended to read: The Property Owner applied for a VTTM 8379, SUB16-010, SPDR16-027, PDR16-004, and DA17-002 approved by the City on July 24, 2017. The Property Owner has requested an amendment to SPDR16-027, PDR16-004, and DA17-002, and applied for SPDRM24-002, PDR24-001, and DAA24-001. These applications, along with the Development Plans and Conditions of Approval, are collectively referred to as the “Project Approvals”. The Property Owner proposes to develop the Property into a 435-unit residential subdivision, consistent with the Project Approvals approved concurrently with this Agreement.
2. Section 2. The Project. Section 2 of the Agreement is hereby amended to read: The Property Owner is authorized to develop and use the Property for residential uses, in conformance with the terms and conditions of PD Ordinance No. ____ (The “PD Ordinance”), adopted by the City Council on September 9, 2024. The PD Ordinance contains the required terms regarding the permitted uses of the Property, intensity of use, and the maximum height and size of proposed buildings. (Government Code section 65865.2.)
3. Section 4. Property Owner’s Obligations.
 - a. Text set forth in Section 4(a) of the Agreement is hereby amended to read:

Property Owner agrees to comply with the requirements set forth in all Project approvals made by the City Council including the Development Plans and Conditions of Approval, which are incorporated into this Development Agreement by reference. In order to implement the Project, the Property Owner shall comply with the requirements set forth in the PD Ordinance, Resolution 2017-136 [VTTM Resolution], and Resolution 2024-_____.

- b. Text set forth in Section 4(c) of the Agreement is hereby amended to read:

The Developer agrees to construct a multi-use trail along the west side of the Arroyo Seco flood control channel between Arroyo Vista and Las Positas Road consistent with the Arroyo Vista Neighborhood Plan and Project Approvals. In lieu of designing and building a pedestrian and bike bridge over the Arroyo Seco channel as shown in the Arroyo Vista Neighborhood Plan, and the 2017 land use

entitlements, the Developer shall submit to City \$2,000,000.00 to be split evenly between the Community Benefit Fund and Social Opportunity Endowment Fund. The \$2,000,000.00 contribution shall be submitted as follows:

- i. Prior to approval of the revised (phase 1) Final Map and Improvement Plan for the Property, the Developer shall pay \$500,000.00 to the City.
- ii. Prior to the issuance of the 1st Single Family Detached Building Permit, the Developer shall pay \$750,000.00 to the City.
- iii. Prior to the issuance of the 300th Building Permit (regardless of single-family detached or single-family attached), the Developer shall pay \$750,000.00 to the City.

The Developer shall also design and build pockets parks where the original pedestrian and bike bridge landings were located and build enhanced pedestrian connections to Las Positas Road from within the residential development to be shown on the associated land use entitlement plans to be approved by the City.

5. Section 20. Notices. Section 20 of the Agreement is amended to include new and updated contact information and to read:

All notices or communication required hereunder between the City and Developer shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via telefacsimile, however, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

If to the City:

City Attorney
CITY OF LIVERMORE
1052 South Livermore Avenue
Livermore, CA 94550
FAX: 925/960-4459

If to Property Owner:

TONY BOWSOWSKI
Trumark Homes, LLC
Northern California Division President
3001 Bishop Drive Ste.100
San Ramon, CA 94583

If to the Planning Division:

KAITLYN HARRISON
Assistant Planner
1052 S Livermore Avenue
Livermore, CA 94550

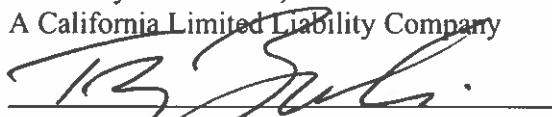
4. All other provisions of the Development Agreement shall remain in full force and effect and unaltered by this amendment.

****Signatures on Next Page****

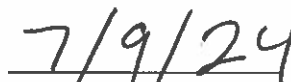
In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

DEVELOPER

TH Arroyo Vista LLC,
A California Limited Liability Company



Tony Bosowski
Authorized Agent



Date

(ALL SIGNATURES NEED TO BE NOTARIZED)

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)

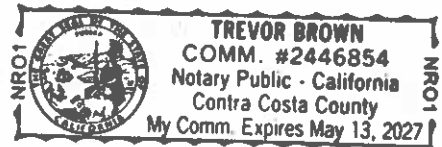
On July 9, 2024 before me, Trevor Brown, Notary Public
(insert name and title of the officer)

personally appeared Tony Bosowski
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 Trevor Brown (Seal)



CITY

**CITY OF LIVERMORE,
a municipal corporation**

DATED: _____

By _____

**Marianna Marysheva
City Manager**

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

DEPUTY/ASSISTANT/CITY ATTORNEY

(ALL SIGNATURES NEED TO BE NOTARIZED)



CITY COUNCIL STAFF REPORT

ITEM NO. 5.4

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Jason Alcala, City Attorney

SUBJECT: Introduce an ordinance and waive the first reading for combining and amending Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* for the processing of claims against the City for money and damages, and delegating settlement authorities.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance** and waive the first reading for combining and amending Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* for the processing of claims against the City for money and damages, and delegating settlement authorities.

SUMMARY

Livermore Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* establish special claims procedures. They also delegate authority to the City Attorney to reject government claims and authority to the City Manager and City Attorney to settle claims.

The proposed ordinance combines those two chapters and make further amendments. The additional amendments more clearly define the authority delegated to staff to process government claims. They also delegate additional settlement authority to staff members and increase the settlement authority shared by the City Manager and City Attorney from \$100,00 to \$200,000 to reflect the City Council's increased contract authority delegated to the City by Ordinance 2159, as well as to include concurrence by the Risk Manager to settle claims and litigation up to that amount.

DISCUSSION

A tort is defined as a civil wrong that is compensable by money or damages.

Public entities are immune from state tort liability absent a specific constitutional requirement or statutory declaration that they are liable.

The California Tort Claims Act is a comprehensive statutory scheme that establishes the liabilities and immunities for public agencies for torts. As a result, the Tort Claims Act contains detailed specific and mandatory provisions for the presentation of tort claims to give public entities an adequate opportunity to investigate claims properly, to settle them without litigation, to prepare defenses thereto, and to address the conditions or practices that led to the claim.

Livermore Municipal Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* contain Livermore's special claiming processes and delegate certain claim functions pursuant to its authority in the Torts Claim Act. Those Chapters were adopted at different time periods and are now needlessly repetitive.

The proposed ordinance combines those chapters and amends the special claims procedures to better reflect the claims that must comply with those procedures. The proposed ordinance also:

- Delegates authority to the Risk Manager to accept or reject claims, and to make determinations as to the sufficiency and timeliness of claims;
- Establishes a process for action on applications to present claims that are untimely, and delegates authority to the City Manager, City Attorney, and Risk Manager to grant or deny those applications to file untimely claims; and,
- Delegates settlement authority to the City Manager, City Attorney, and Risk Manager for claims against the City for money and damages consistent with the Tort Claims Act and the contract authorities delegated pursuant to Livermore Municipal Code Chapter 2.68 *Contracts and Purchasing* as follows:

Position(s)	Settlement Authority
Risk Manager	Up to \$25,000
City Attorney	Up to \$50,000
Three-member body comprised of City Manager, City Attorney, and the Risk Manager	Up to \$200,000
City Council	Over \$200,000

The delegation of settlement authority in the ordinance includes delegations: (1) to the City Attorney to settle or compromise workers' compensation claims subject to budget appropriations; (2) to the City Manager for claims by the City for money or damages up to \$200,000. The proposed ordinance reserves to the City Council all other settlement authority for claims for money or damages against the City, by the City against others, and for equitable relief or waivers of rights unrelated to claims for money or damages by or against the City.

FISCAL AND ADMINISTRATIVE IMPACTS

Adoption of the ordinance will require nominal additional staff time to process applications to present claims that are untimely, which time should be more than offset by the administrative efficiencies gained by clearly establishing the delegations of settlement authority and the three-member bodies to perform their delegated functions. The amendments otherwise reflect the City's current practices and are not expected to have other fiscal or administrative impacts.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

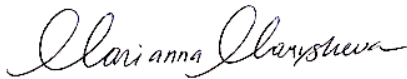
15: Develop, oversee, implement, and manage an effective and efficient risk management program

ATTACHMENTS

1. Redline Changes to Existing Ordinance
2. Ordinance
3. Exhibit A - LMC Chapter 3.40

Prepared by: Jason Alcala
City Attorney

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Chapter 3.40

CLAIMS ADMINISTRATION

Sections:

3.40.010 General.

3.40.020 Purpose and intent

3.40.030 Claims against City for money and damages

3.40.020040 Special claims procedures.

3.40.050030 Delegation of ~~authority to reject claims~~claim functions.

3.40.040060 ~~Delegation of S~~ettlement authority.

3.40.010 General.

The general claims procedures applicable to local public agencies, including this City, are governed by the provisions of Part 3 Claims Against Public Entities Chapter 4 in of Division 3.6 Claims and Actions Against Public Entities and Public Employees (commencing with Section 900) of the California Government Code.

3.40.020 Purpose and intent.

The Tort Claims Act (Government Code Section 810 et seq.) provides that no suit for money or damages may be brought against the City unless a claim has been timely presented to the City. The general claim procedures are governed by the provisions of Division 3.6 of the California Government Code, commencing with Section 900. Those provisions also provide that local ordinances shall govern those claims that the Tort Claims Act exclude and which other state statutes do not expressly govern.

The time periods and procedures for presenting a claim set forth in this chapter are intended to apply to all claims excluded by the Tort Claims Act, or not expressly governed by statute, including claims which currently exist, whether or not they have been presented to the City.

3.40.030 Claims against City for money and damages.

A. It is the intent of this chapter that all claims and demands against the City for money or damages not otherwise governed by the Tort Claims Act, California

Government Code Section 900 et seq., or another state law, shall be presented within the time and in the manner as if the time and manner had been prescribed in Division 3.6 *Claims Against Public Entities* of the California Government Code (commencing with Section 900 thereof).

B. All claims or demands against the City shall be made in writing and filed with the city clerk. All claims shall be signed and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless signed by every member of that class. In addition, all claims shall contain the information required by California Government Code Section 910 et seq. and be completed using the City of Livermore Claim Form pursuant to Government Code Section 910.4.

C. Consistent with Government Code Sections 935(b) and 945.4, all claims shall be presented prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements in this Chapter.

3.40.0240 Special claims procedures.

Claims for money and damages that are (i) excepted by California Government Code Section 905 from the presentation procedures in Part 3 *Claims Against Public Entities* in Division 3.6 *Claims and Actions Against Public Entities and Public Employees* (commencing with Section 900) of the California Government Code, and (ii) that are also not otherwise governed by any other statute or regulations expressly relating thereto, shall be governed by the procedures prescribed in this Chapter 3.40 and Pursuant to the authority of Section 935 of the California Government Code and notwithstanding the exceptions contained in Section 905 thereof, all claims against the City for money or damages when a procedure for processing such claims is not otherwise provided by state law, shall be presented within the time limitations and in the manner prescribed by Sections 910 through 912.4, 912.6, 913, and 915 through 915.4 910 and 915.2 of the California Government Code. Such claims shall be further subject to the provisions of Sections 945.3, 945.4, 945.6, and 946 of the California Government Code related to the prohibition of suits in the absence of the presentation of claims and action thereon by the City Council. This procedure for claims is adopted pursuant to California Government Code Section 935 as a prerequisite to suit thereon.

3.40.050030 Delegation of claim functionsauthority to reject claims.

A. Pursuant to California Government Code Section 935.4, the City Council authorizes the City Attorney to reject claims filed pursuant to the chapter. Claim Processing. The Risk Manager is hereby authorized and responsible for the following functions on behalf of the City for claims presented to the City:

1. Evaluating and providing notice, pursuant to California Government Code Section 910.8 and this Chapter, the sufficiency of claims as presented to determine if they substantially comply with the requirements in California Government Code Sections 910 through 910.4 and this Chapter;
2. Evaluating and providing notice of the timeliness of claims as presented pursuant to California Government Code Section 911.3 and this Chapter;
3. Acting and providing notice on claims pursuant to California Government Code Section 912.6 and this Chapter to either reject, allow, reject a portion and allow a portion, compromise in whole or in part any claim consistent with the authorities set forth in LMC section 3.40.060; and,
4. Processing payments pursuant to California Government Code Sections 912.6(c), 935.2, 935.4 and 970.2 through 970.8 for any claim, or portion of a claim, allowed, compromised, or settled as if the claimant had obtained final judgment against the City, consistent with the authorities set forth in LMC section 3.40.060.

B. Application to Present Claim. The City Manager, City Attorney, the Risk Manager are hereby authorized and responsible as a three-member body to perform the City's functions pursuant to California Government Code Sections 911.4 and 911.6 and this Chapter to grant or deny applications for leave to present a claim to the City. All three must agree to grant an application for leave to present a claim, and absent agreement the application is deemed rejected. The Risk Manager is responsible for giving notice of action on the application, or the failure or refusal to act on the application, as required by California Government Code Section 911.8. This delegation of authority is made pursuant to California Government Code Sections 935.2 and 935.4.

3.40.040060 Settlement-Delegation of settlement authority.

Authority to settle claims presented to the City is vested in the City Council, except as delegated in this section.

A. Pursuant to California Government Code Section 935.4, the City Council authorizes the City Attorney to settle claims up to \$100,000. Claims above \$10,000 require the concurrence of the City Manager. Claims in excess of \$100,000 or those involving action which requires City Council approval must be approved by the City Council.

Authority to settle claims presented to the City is hereby delegated pursuant to California Government Code Sections 935.2 and 935.4 as follows:

1. The Risk Manager is hereby delegated authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$25,000;
2. The City Attorney is hereby delegated authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$50,000; and,
3. The City Manager, City Attorney, and the Risk Manager are hereby delegated collective authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$200,000. Absent agreement by all three persons, the claim may only be settled by the City Council.

B. The City Manager, City Attorney, and Risk Manager are hereby delegated collective authority pursuant to California Government Code Sections 949 to compromise or settle in whole or in part any legal action against the City for money or damages in an amount not to exceed \$200,000. Absent agreement by all three persons, the action may only be settled by the City Council.

C. The City Attorney is hereby delegated authority to compromise or settle workers' compensation claims regardless of the amount but subject to budget appropriation.

D. The City Manager is hereby authorized to settle or release any claims made by the City against any other person or party for money or damages in an amount not to exceed \$200,000, with the City Attorney's approval of any related settlement or release agreements as to form.

E. The settle authorities delegated in this section includes the authority to process payments for the settlement amounts pursuant to California Government Code Sections 912.6(c), 935.2, 935.4 and 970.2 through 970.8, as well as to offset any delinquent amounts due the City as set forth in California Government Code Section 907.

F. The City Council expressly reserves the right to settle or compromise any claims by or against the City for equitable relief, or waiver of rights that are unrelated to claims for money or damages by or against the City.

Chapter 3.42**CLAIMS AND DEMANDS AGAINST THE CITY****Sections:****3.42.010 — Purpose and intent.****3.42.020 — Claims against City.****3.42.030 — Application — Effective date.****3.42.040 — Appeals.****3.42.010 Purpose and intent.**

The Tort Claims Act (Government Code Section 810 et seq.) provides that no suit for money or damages may be brought against the City unless a claim has been timely presented to the City. The general claim procedures are governed by the provisions of Chapter 1 of Division 3.6 of the Government Code of the State of California, commencing with Section 900 and following. Those provisions also provide that local ordinances shall govern those claims the Act excludes and which other state statutes do not expressly govern.

The time periods and procedures for presenting a claim set forth in this chapter are intended to apply to all claims excluded by the Act, or not expressly governed by statute, including claims which currently exist, whether or not they have been presented to the City. This chapter is not intended to extinguish existing claims without providing a reasonable period for the presentation of those claims.

3.42.020 Claims against City.

A. It is the intent of this chapter that all claims and demands against the City for damages or money not otherwise governed by the Tort Claims Act, California Government Code Section 900 et seq., or another state law, shall be presented within the time and in the manner as if the time and manner had been prescribed in Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof).

B. All claims or demands against the City shall be made in writing and filed with the city clerk. All claims shall be signed and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless signed by every member of that class. In addition, all claims shall contain the information required by California Government Code Section 910 et seq.

~~and be completed using the City of Livermore Claim Form pursuant to Government Code Section 910.4.~~

~~C. Consistent with Government Code Sections 935(b) and 945.4, all claims shall be presented prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements of LMC 3.42.030.~~

~~3.42.030 Application – Effective date.~~

~~As of the effective date of the ordinance codified in this chapter, its provisions shall be applicable to any claim described in this chapter not otherwise time-barred. If the application of the time periods established by this chapter would extinguish an existing claim which is not otherwise time-barred, then the date by which that claim must be presented to the City shall be the sooner of:~~

~~A. The date any applicable claims period would have expired; or~~

~~B. Six months after the effective date of the ordinance codified in this chapter for claims described in the first sentence of Government Code Section 911.2 or one year after the effective date of the ordinance codified in this chapter for claims described in the second sentence of that section. Nothing in this chapter shall be construed to extend the time for the presentation of any claim, which time was established by statute, ordinance, or other law in effect prior to the adoption of the ordinance codified in this chapter.~~

~~3.42.040 Appeals.~~

~~Any person aggrieved by any decision regarding a claim they file against the City shall be required to comply with the appeal procedure of this section.~~

~~A. Any person aggrieved by any decision regarding their submission of a claim to the City may appeal to the City Manager by filing a notice of appeal with the city clerk within 14 days of the date of the decision.~~

~~B. Within 20 days from receipt of the appeal notice, the matter shall be set for hearing. The appellant shall be served with notice of the time and place of the hearing as well as any relevant materials at least five days prior to the time of the hearing. The appellant, the City Manager (or his or her designee) and any other interested person may present such relevant evidence as he or she may have relating to the determination from which the appeal is taken.~~

~~C. Based upon the submission and review of the evidence and the City's file, the City Manager/designee shall issue a written notice and order upholding or reversing the determination from which the appeal is taken. The notice shall be given no less than 45 days after the conclusion of the hearing and shall state the reason for the decision. If~~

~~the City Manager fails to or refuses to act within the 45-day period, the claim shall be deemed to have been rejected by the City Manager at the end of business on the tenth day.~~

~~D. Nothing in this provision is deemed to circumvent or supersede the provisions of Government Code Section 900 et seq. If the claim is subject to time constraints which the claimant believes would preclude usage of this appeal section, the claimant must provide the City with notice of its refusal to utilize the appeal process, so that the City may have an opportunity to determine if it is willing to waive any time constraints which cause the claimant concern. If the City fails to issue written response within two weeks, the claimant may proceed to enforce its claim in superior court without a response from the City.~~

~~E. Nothing in this appeal section permits a claimant to file a claim or action on behalf of a class or group unless done so in accordance to the requirements established by this chapter.~~

~~F. All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed to have been received no later than the fifth calendar day following the date of mailing, as established by proof of mailing, i.e., proof of service or return receipt requested.~~

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**AN ORDINANCE COMBINING AND AMENDING LIVERMORE MUNICIPAL CODE
CHAPTER 3.40 CLAIMS ADMINISTRATION AND CHAPTER 3.42 CLAIMS AND
DEMANDS AGAINST THE CITY AND REVISING THE SPECIAL CLAIMS
PROCEDURES AND DELEGATIONS OF AUTHORITY**

Livermore Municipal Code Chapter 3.40 *Claims Administration* and Chapter 3.42 *Claims and Demands Against the City* establish special claims procedures. They also delegate authority to the City Attorney to reject government claims, and authority to the City Manager and City Attorney to settle claims.

This ordinance combines those two chapters and makes further amendments. The additional amendments more clearly define the authority delegated to staff to process government claims. They also delegate additional settlement authority to staff members and increase the settlement authority shared by the City Manager and City Attorney from \$100,00 to \$200,000 to reflect the City Council's increased contract authority delegated to the City by Ordinance 2159, as well as to include concurrence by the Risk Manager to settle claims and litigation up to that amount.

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

Section 1. *Authority.* This ordinance is adopted pursuant to the City's police power authority established in section 7, article XI of the California Constitution, and California Government Code 935, 935.2, 935.4 and 949, and as set forth in language for the Livermore Municipal Code in Exhibit A, attached hereto.

Section 2. *Purpose.* This ordinance makes several changes to the Livermore Municipal Code Chapter 3.40 *Claims Administration* to incorporate portions of Chapter 3.42 and to update the delegations of authority by the City Council to specified staff members to process claims against the City for money and damages, and to update the delegations of authority to staff to settle or compromise claims and legal actions, as well as to settle or compromise workers' compensation claims and claims by the City against others for money or damages.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code Chapter 3.40 *Claims Administration* is hereby amended to read as set forth in Exhibit A, attached hereto.

Section 4. *Amendment – Municipal Code.* The relevant portions of Livermore Municipal Code Chapter 3.42 *Claims and Demands Against the City* having been combined into Chapter 3.40 by Section 3 above, is hereby deleted from the Livermore Municipal Code.

Section 5. Environmental. The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. Severability. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. Publication. This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 8. Effective date. This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on September 23, 2024, by the following vote:

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

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

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

MAYOR, CITY OF LIVERMORE

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Jason R. Alcala

Jason R. Alcala
City Attorney

Exhibit A - Chapter 3.40 Claims Administration

Chapter 3.40**CLAIMS ADMINISTRATION****Sections:****3.40.010 General.****3.40.020 Purpose and intent****3.40.030 Claims against City for money and damages****3.40.040 Special claims procedures.****3.40.050 Delegation of claim functions.****3.40.060 Delegation of settlement authority.****3.40.010 General.**

The general claims procedures applicable to local public agencies, including this City, are governed by the provisions of Part 3 *Claims Against Public Entities* in Division 3.6 *Claims and Actions Against Public Entities and Public Employees* (commencing with Section 900) of the California Government Code.

3.40.020 Purpose and intent.

The Tort Claims Act (Government Code Section 810 et seq.) provides that no suit for money or damages may be brought against the City unless a claim has been timely presented to the City. The general claim procedures are governed by the provisions of Division 3.6 of the California Government Code, commencing with Section 900. Those provisions also provide that local ordinances shall govern those claims that the Tort Claims Act exclude and which other state statutes do not expressly govern.

The time periods and procedures for presenting a claim set forth in this chapter are intended to apply to all claims excluded by the Tort Claims Act, or not expressly governed by statute, including claims which currently exist, whether or not they have been presented to the City.

3.40.030 Claims against City for money and damages.

A. It is the intent of this chapter that all claims and demands against the City for money or damages not otherwise governed by the Tort Claims Act, California

Government Code Section 900 et seq., or another state law, shall be presented within the time and in the manner as if the time and manner had been prescribed in Division 3.6 *Claims Against Public Entities* of the California Government Code (commencing with Section 900 thereof).

B. All claims or demands against the City shall be made in writing and filed with the city clerk. All claims shall be signed and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless signed by every member of that class. In addition, all claims shall contain the information required by California Government Code Section 910 et seq. and be completed using the City of Livermore Claim Form pursuant to Government Code Section 910.4.

C. Consistent with Government Code Sections 935(b) and 945.4, all claims shall be presented prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements in this Chapter.

3.40.040 Special claims procedures.

Claims for money and damages that are (i) excepted by California Government Code Section 905 from the presentation procedures in Part 3 *Claims Against Public Entities* in Division 3.6 *Claims and Actions Against Public Entities and Public Employees* (commencing with Section 900) of the California Government Code, and (ii) that are also not otherwise governed by any other statute or regulations expressly relating thereto, shall be governed by the procedures prescribed in this Chapter 3.40 and shall be presented within the time limitations and in the manner prescribed by Sections 910 through 912.4, 912.6, 913, and 915 through 915.4 of the California Government Code. Such claims shall be further subject to the provisions of Sections 945.3, 945.4, 945.6, and 946 of the California Government Code related to the prohibition of suits in the absence of the presentation of claims and action thereon by the City. This procedure for claims is adopted pursuant to California Government Code Section 935 as a prerequisite to suit thereon.

3.40.050 Delegation of claim functions.

A. Claim Processing. The Risk Manager is hereby authorized and responsible for the following functions on behalf of the City for claims presented to the City:

1. Evaluating and providing notice, pursuant to California Government Code Section 910.8 and this Chapter, the sufficiency of claims as presented to determine if they substantially comply with the requirements in California Government Code Sections 910 through 910.4 and this Chapter;
2. Evaluating and providing notice of the timeliness of claims as presented pursuant to California Government Code Section 911.3 and this Chapter;

3. Acting and providing notice on claims pursuant to California Government Code Section 912.6 and this Chapter to either reject, allow, reject a portion and allow a portion, compromise in whole or in part any claim consistent with the authorities set forth in LMC section 3.40.060; and,
4. Processing payments pursuant to California Government Code Sections 912.6(c), 935.2, 935.4 and 970.2 through 970.8 for any claim, or portion of a claim, allowed, compromised, or settled as if the claimant had obtained final judgment against the City, consistent with the authorities set forth in LMC section 3.40.060.

B. Application to Present Claim. The City Manager, City Attorney, the Risk Manager are hereby authorized and responsible as a three-member body to perform the City's functions pursuant to California Government Code Sections 911.4 and 911.6 and this Chapter to grant or deny applications for leave to present a claim to the City. All three must agree to grant an application for leave to present a claim, and absent agreement the application is deemed rejected. The Risk Manager is responsible for giving notice of action on the application, or the failure or refusal to act on the application, as required by California Government Code Section 911.8. This delegation of authority is made pursuant to California Government Code Sections 935.2 and 935.4.

3.40.060 Delegation of settlement authority.

Authority to settle claims presented to the City is vested in the City Council, except as delegated in this section.

- A. Authority to settle claims presented to the City is hereby delegated pursuant to California Government Code Sections 935.2 and 935.4 as follows:
1. The Risk Manager is hereby delegated authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$25,000;
 2. The City Attorney is hereby delegated authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$50,000; and,
 3. The City Manager, City Attorney, and the Risk Manager are hereby delegated collective authority to allow, reject a portion and allow a portion, and to compromise in whole or in part any claim in an amount not to exceed \$200,000. Absent agreement by all three persons, the claim may only be settled by the City Council.

B. The City Manager, City Attorney, and Risk Manager are hereby delegated collective authority pursuant to California Government Code Sections 949 to

compromise or settle in whole or in part any legal action against the City for money or damages in an amount not to exceed \$200,000. Absent agreement by all three persons, the action may only be settled by the City Council.

C. The City Attorney is hereby delegated authority to compromise or settle workers' compensation claims regardless of the amount but subject to budget appropriation.

D. The City Manager is hereby authorized to settle or release any claims made by the City against any other person or party for money or damages in an amount not to exceed \$200,000, with the City Attorney's approval of any related settlement or release agreements as to form.

E. The settle authorities delegated in this section includes the authority to process payments for the settlement amounts pursuant to California Government Code Sections 912.6(c), 935.2, 935.4 and 970.2 through 970.8, as well as to offset any delinquent amounts due the City as set forth in California Government Code Section 907.

F. The City Council expressly reserves the right to settle or compromise any claims by or against the City for equitable relief, or waiver of rights that are unrelated to claims for money or damages by or against the City.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.5

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Montage Trail Connection to Collier Canyon Road Project 2019-44.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Montage Trail Connection to Collier Canyon Road Project 2019-44.

SUMMARY

On January 22, 2024, City Council awarded the contract for construction of the Montage Trail Connection to Collier Canyon Road Project to Gradetech, Inc. The contract was substantially completed on July 3, 2024, and can be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Montage Trail Connection to Collier Canyon Road project consisted of trail improvements to connect the west end of the existing Montage Trail to Collier Canyon Road, which included installation of new paved off-road asphalt concrete and on-road concrete trail, sidewalk, curb and gutter, curb ramps and replacement of existing curb ramps to comply with current Americans with Disabilities Act regulations, new landscaping, and traffic lane striping and signage, crosswalks, buffered bike lanes and other auxiliary work. The project was located on Collier Canyon Road and Las Positas College's Campus Loop Road, as shown in Attachment 1 - Location Map. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released

upon the settlement of all claims and obligations for which the security was given. There are no known claims at this time. The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was \$394,216, plus a 10% percent contingency for change orders for a total contract budget of \$433,637. The final contract amount was \$404,435, which is less than 2.6% percent above the original contract based on final bid item quantities and three change orders. The total value of change orders was \$10,219 which consisted primarily of additional aggregate base for the asphalt trail and additional striping not indicated on the plans. The unused \$29,202 contract balance will be proportionally returned to the original funding sources.

Funding sources for this project are Gas Tax - SB1 (Fund 651) and Measure BB - Bike/Pedestrian (Fund 687). Additional operation, maintenance, and replacement costs for this short trail segment will be approximately \$500 per year and will be funded with Measure BB - Bike/Pedestrian (Fund 687).

COMMUNITY PILLAR

5: A City That Works

GOAL

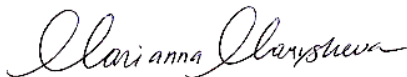
14: Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. [Location Map](#)
2. [Resolution](#)
3. [Exhibit A - Notice of Completion](#)

Prepared by: Mike Davis
Associate Engineering Technician

Approved by:

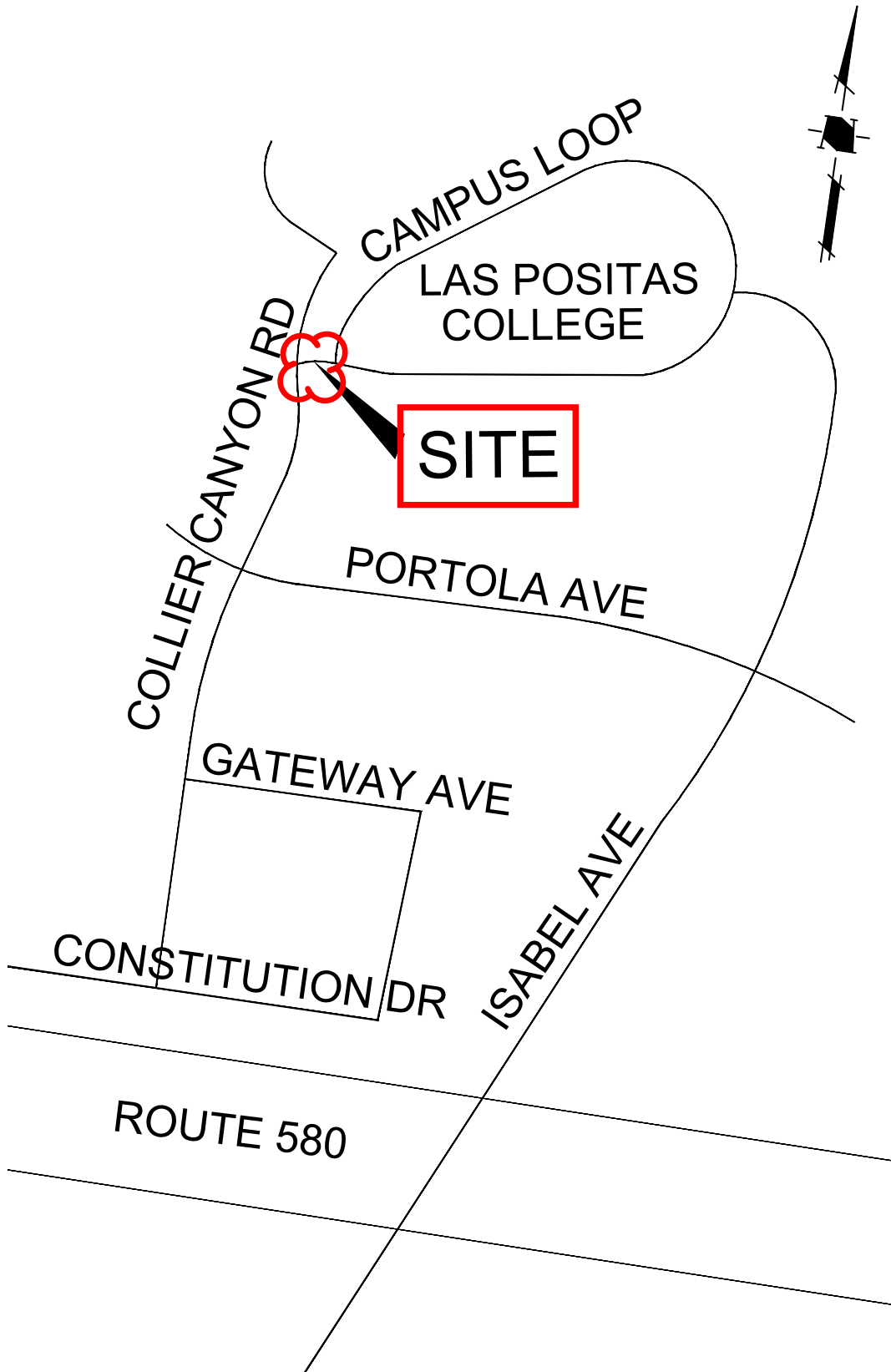


Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



VICINITY MAP
NO SCALE

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA
A RESOLUTION AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE,
RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF
COMPLETION

(Montage Trail Connection to Collier Canyon Road Project 2019-44)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Montage Trail Connection to Collier Canyon Road Project 2019-44 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

1. The faithful performance bond guaranteeing the Project is hereby released;
2. The labor and materials bond guaranteeing the Project 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;
3. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;
4. The City hereby accepts the improvements; and
5. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A, and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Notice of Completion

RESOLUTION NO. _____

NOTICE OF COMPLETION

City's Project No. 2019-44 Date: 9/24/24Project: Montage Trail Connection to Collier Canyon Road ProjectContractor: Gradetech, Inc.Contract For Construction of: Montage Trail Connection to Collier Canyon Road ProjectProject or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, asawarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2019-44.Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: January 22, 2024

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 7/3/2024. The project reached Final Completion on 7/22/24 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION

Engineer

By

Joe Kuderca, Acting Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

Gradetech Inc.

Contractor

By

Sam Rivinius, President

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on September 24, 2024. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date.
Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By

Marianna Marysheva, City Manager

Date



CITY COUNCIL STAFF REPORT

ITEM NO. 5.6

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of first amendments to the agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC for on-call engineering map and plan review services for development projects and capital improvement projects, increasing the not-to-exceed amounts of each agreement from \$400,000 to \$800,000 and extending the contract terms through December 31, 2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute first amendments to the agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC for on-call engineering map and plan review services for development projects and capital improvement projects, increasing the not-to-exceed amounts of each agreement from \$400,000 to \$800,000 and extending the contract terms through December 31, 2026.

SUMMARY

The proposed contract amendments with Daniel B. Valiao and East Bay Municipal Consulting, LLC will authorize continued on-call engineering plan review services, technical assistance, and coordination assistance with developers and agencies for development and capital improvement projects. These first amendments to the professional services agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC will increase the maximum limits of both contracts by \$400,000 and extend the term of the agreements through December 31, 2026.

DISCUSSION

For the past twelve years, the City of Livermore (City) has hired engineering consultants to assist the Engineering Division with development engineering tasks during workload surges. Their services include assisting staff in the review of development entitlement applications and identifying conditions of approval, improvement plan and final map review, legal description review, design improvement projects, encroachment permit processing, and assorted traffic and general engineering services.

The Engineering Division requires multiple engineering consultants to assist in performing timely

development reviews during workload surges. The workload related to development review fluctuates and the support of consultants allows the Engineering Division to provide quality reviews and timely customer service to the public, developers, and City staff. The consultants were shortlisted from a Request for Qualifications/Proposals. The professional services agreements provide plan review services, technical assistance, and coordination with developers and agencies for both development and capital improvement projects. These agreements authorize the City Engineer to approve work tasks related to the contract within the overall budget amount.

On April 12, 2023, the City entered professional services agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC to provide professional plan review services. The agreements were for a two-year term with a not-to-exceed contract amount of \$400,000 each, which were based on the anticipated workload at that time. The need for services from Daniel B. Valiao and East Bay Municipal Consulting, LLC have increased over the last two years with all of the development applications in the Isabel Neighborhood Plan. For these reasons, staff recommends amending the Daniel B. Valiao and East Bay Municipal Consulting, LLC agreements to increase the not-to-exceed amount from \$400,000 to \$800,000 each and extend the term of the agreements through December 31, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated cost for the amount of work needed under each amendment is \$400,000, totaling to \$800,000 and will be expended over two years. Funding for the services to be provided under these agreements are included in the Engineering operating budget for consultant services in Fiscal Years 2023-2025. The City receives plan check fees from developers to offset these costs.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

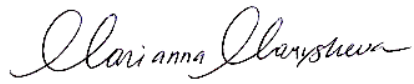
5: Facilitate the development of commercial and industrial projects that provide high-quality local jobs and support a diverse local economy

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment with Daniel B. Valiao
3. Exhibit B - First Amendment with East Bay Municipal Consulting

Prepared by: Jarrett Rasmussen
Junior Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENTS TO THE AGREEMENTS WITH DANIEL B. VALIAO AND EAST BAY MUNICIPAL CONSULTING, LLC FOR ON-CALL ENGINEERING MAP AND PLAN REVIEW SERVICES FOR DEVELOPMENT PROJECTS AND CAPITAL IMPROVEMENT PROJECTS, INCREASING THE NOT-TO-EXCEED AMOUNTS OF EACH AGREEMENT FROM \$400,000 TO \$800,000 AND EXTENDING THE CONTRACT TERMS THROUGH DECEMBER 31, 2026

On April 12, 2023, the City of Livermore ("City") entered into professional services agreements with Daniel B. Valiao and East Bay Municipal Consulting, LLC ("Consultants") for on-call development plan check and engineering review services ("Original Agreement").

The City has encountered a need for increased development review services from the Consultants and requires additional compensation and time to complete the work.

The City now desires to amend the Original Agreements to increase the not-to-exceed amounts for each agreement from \$400,000 to \$800,000 and extend the contract terms through December 31, 2026.

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

1. Authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with Daniel B. Valiao, attached hereto as Exhibit A, increasing the not-to-exceed amount from \$400,000 to \$800,000 and extending the contract term through December 31, 2026;
2. Authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with East Bay Municipal Consulting, LLC, attached hereto as Exhibit B, increasing the not-to-exceed amount from \$400,000 to \$800,000 and extending the contract term through December 31, 2026; 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 agreements.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A- First Amendment with Daniel B. Valiao
Exhibit B- First Amendment with East Bay Municipal Consulting, LLC

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore ("City"), a municipal corporation, and Daniel B. Valiao ("Consultant"), a private person.

RECITALS

On April 12, 2023, City and Consultant entered into an agreement for Consultant to provide professional on-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement project services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the total compensation by \$400,000 and extend the termination date from June 30, 2025 to December 31, 2026. The current scope of work remains in effect. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

A. Section 5(a) of the Original Agreement is amended to read as follows:

Compensation and Payment. The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$800,000 ("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" to the Original Agreement, 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. Section 6 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on March 1, 2023, and terminates upon the completion of the Services or December 31, 2026,

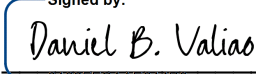
whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

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.

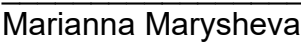
CONSULTANT:

Signed by:

81B2FFCAAE614B9...
Daniel B. Valiao
Consultant

Dated:

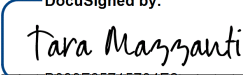
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CITY OF LIVERMORE:

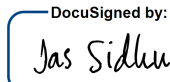

Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

DocuSigned by:

B099F63713704E2...
Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

ASFD34BB6A748A...
Risk Manager/Analyst

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore ("City"), a municipal corporation, and East Bay Municipal Consulting, LLC ("Consultant"), a sole proprietorship.

RECITALS

On April 12, 2023, City and Consultant entered into an agreement for Consultant to provide professional on-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement project services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase compensation by \$400,000 and extend the termination date from June 30, 2025 to December 31, 2026. The current scope of work remains in effect. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

A. Section 5(a) of the Original Agreement is amended to read as follows:

Compensation and Payment. The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of \$800,000 ("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" to the Original Agreement, 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. Section 6 of the Original Agreement is amended to read as follows:

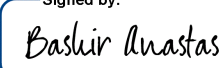
Term. The term of this Agreement commences on March 1, 2023, and terminates upon the completion of the Services or December 31, 2026, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

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:

Signed by:

B976CC8714A84A6...
Bashir Anastas
Principal

Dated:

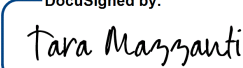
8/22/2024 | 7:03 PM PDT

CITY OF LIVERMORE:

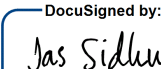

Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

DocuSigned by:

B099F63713704E2...
Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

A5F7D34BB6A748A...
Risk Manager/Analyst



CITY COUNCIL STAFF REPORT

ITEM NO. 5.7

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of on-call utility engineering services agreements with Carollo Engineers, Inc., HDR Engineering, Inc., and Schaaf & Wheeler in amounts not-to-exceed \$500,000 each with terms ending December 31, 2027.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of on-call utility engineering services agreements with Carollo Engineers, Inc., HDR Engineering, Inc., and Schaaf & Wheeler in amounts not-to-exceed \$500,000 each with terms ending December 31, 2027.

SUMMARY

The City of Livermore (City) has the need for consultants to perform engineering services for utility-related projects including assistance with project planning, engineering analysis and technical support, design, and construction implementation support.

The proposed engineering services agreements will provide on-call utility engineering services through December 31, 2027 to support utility-related capital improvement projects. The contracts for each consultant have total not-to-exceed amounts as follows:

- Carollo Engineers, Inc. \$500,000
- HDR Engineering, Inc. \$500,000
- Schaaf & Wheeler \$500,000

In addition, staff is establishing a list of consultants that are pre-qualified for current and upcoming utility-related capital improvement projects. This process reduces the time to obtain consultants for individual projects.

DISCUSSION

The City has the need for consultants to perform engineering services for utility-related projects, including water, wastewater, and stormwater projects associated with the City's Capital Improvement

Plan (CIP), subsequent updates to the CIP program, and Engineering Division operational support. These services include assistance with project planning, engineering analysis and technical support, design, and construction implementation support. For example, some of the ongoing and future projects that are anticipated to be under the scope of the on-call engineering services and the pre-qualified list of consultants for project-specific support include but are not limited to the following projects as approved in the City's Fiscal Year 2023-2028 5-Year Capital Improvements Plan:

- CIP 2022-03 - Annual Sewer Replacement
- CIP 2022-17 - WRP Phase 2 Primary and Secondary Treatment Improvements Phase 2
- CIP 2023-15 - WRP Digester Heating Loop Replacement
- CIP 2024-12 - Altamont Tank Recoating

Staff issued a request for qualifications (RFQ) for firms interested in providing engineering services on utility projects. The purpose of this process was to receive statements of qualifications (SOQs) from multiple consultants and based on review of these qualifications, establish the following:

- Engineering services agreements on an on-call basis for as-needed tasks related to the City's utility infrastructure, including water, wastewater, and stormwater elements.
- A list of pre-qualified consultants eligible for award of individual engineering design agreements for specific ongoing and/or future water, wastewater, and stormwater capital improvement projects.

Seven statements of qualification were received from the following firms:

Consultant Name	City
Black and Veatch Corporation	Walnut Creek, CA
Carollo Engineers, Inc.	Walnut Creek, CA
GHD	San Francisco, CA
HDR Engineering, Inc.	Walnut Creek, CA
Lee+Ro, Inc.	Walnut Creek, CA
Ruggeri-Jensen-Azar	Pleasanton, CA
Schaaf & Wheeler	Santa Clara, CA

The selection committee reviewed the SOQs and recommended the following top-rated consultants to perform engineering services on an on-call basis:

Consultant Name	Service
Carollo Engineers, Inc.	Utility Engineering (wastewater emphasis)
HDR Engineering, Inc	Utility Engineering and Hydraulic Analysis (water emphasis)
Schaaf & Wheeler	Utility Engineering and Hydraulic Analysis (stormwater emphasis)

In addition, the selection committee reviewed the SOQs and pre-qualified each of the consultants for engineering design services for ongoing and future utility-related capital improvement projects:

- Black and Veatch Corporation, Walnut Creek, CA
- Carollo Engineers, Inc., Walnut Creek, CA
- GHD, San Francisco, CA

- HDR Engineering, Inc., Walnut Creek, CA
- Lee+Ro, Inc., Walnut Creek, CA
- Ruggeri-Jensen-Azar, Pleasanton, CA
- Schaaf & Wheeler, Santa Clara, CA

These consultants can be selected for current and upcoming utility projects through December 31, 2027 without circulating additional requests for proposals. The selections balance qualifications, interest, and coverage in the City's key utility engineering service areas, including sewer, water, and stormwater management, conveyance (pumps and pipelines), treatment process, electrical support, and hydraulic analysis and modeling.

FISCAL AND ADMINISTRATIVE IMPACTS

The on-call agreements will commence upon approval by the City Council and terminate December 31, 2027. The contracts for each of the on-call consultants have total not-to-exceed amounts as follows:

- Carollo Engineers, Inc. \$500,000
- HDR Engineering, Inc. \$500,000
- Schaaf & Wheeler \$500,000

Contracts for specific capital projects will be executed at the time the capital project is initiated and in accordance with the approved budget.

The services rendered under these agreements will be charged to the various capital improvement projects, developer fees for various development projects for which consultant services are required, and the Engineering and Water Resource Division's operating budgets for miscellaneous consultant services. The City Engineer will approve work related to these contracts only within the overall adopted budget amounts.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

GUIDING DOCUMENT

2023-2028 Capital Improvement Plan

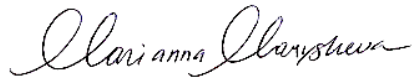
ATTACHMENTS

1. Resolution
2. Exhibit A - Carollo Engineers, Inc. Agreement
3. Exhibit B - HDR Engineering, Inc. Agreement

4. Exhibit C - Schaaf & Wheeler Agreement

Prepared by: Vincent Sendaydiego
Junior Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING EXECUTION OF ON-CALL UTILITY AGREEMENTS
WITH CAROLLO ENGINEERS, INC., HDR ENGINEERING, INC., AND SCHAAF &
WHEELER, CONSULTING CIVIL ENGINEERS IN AMOUNTS NOT-TO-EXCEED
\$500,000 EACH AND TERMS ENDING DECEMBER 31, 2027**

The City of Livermore ("City") requires consultants to perform engineering services for utility projects, including water, wastewater, and stormwater projects associated with the City's Capital Improvement Plan (CIP), subsequent updates to the CIP program, technical studies, and engineering operational support. These services include assistance with project planning, engineering analysis and technical support, design, and construction support (the "Services").

City staff sent out Requests for Proposals to firms interested in on-call engineering services contracts and being on a pre-qualification list for future capital improvement projects. Seven Statements of Qualifications were received. After review, City staff rated three engineering firms as the most qualified for On-Call Utility Engineering Services agreements and staff rated each of the seven engineering firms as pre-qualified for selection for utility-related capital improvement projects.

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

1. Authorizes the City Manager to execute an engineering services agreement with Carollo Engineers, Inc., attached hereto as Exhibit A, in an amount not-to-exceed \$500,000, to provide utility engineering services on an on-call basis;
2. Authorizes the City Manager to execute an engineering services agreement with HDR Engineering, Inc., attached hereto as Exhibit B, in an amount not-to-exceed \$500,000, to provide utility engineering services on an on-call basis;
3. Authorizes the City Manager to execute an engineering services agreement with Schaaf & Wheeler, Consulting Civil Engineers, attached hereto as Exhibit C, in an amount not-to-exceed \$500,000, to provide utility engineering services on an on-call basis; and
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Carollo Engineers, Inc. Agreement
Exhibit B – HDR Engineering, Inc. Agreement
Exhibit C – Schaaf & Wheeler, Consulting Civil Engineers Agreement

ENGINEERING SERVICES AGREEMENT ON AN ON-CALL BASIS

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, ("Effective Date") by and between the City of Livermore, a municipal corporation ("City"), and Carollo Engineers, Inc., a Delaware corporation licensed and registered to do business in California ("Consultant").

RECITALS

City requires on-call engineering services for utility projects associated with the City's Capital Improvements Program (CIP), subsequent updates to the program, and Engineering operational support.

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 engineering services as more particularly set forth in Exhibit "A" (collectively "the Services"):

Provide on-call engineering services for utility projects associated with the City's Capital Improvements Program (CIP), subsequent updates to the program, and Engineering operational support. Services shall include assistance with project planning, engineering analysis and technical support, design, and construction implementation support.

These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine

when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

4. Consultant Responsibilities. Consultant shall:

(a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project's design even when "As Built" or "Record Drawings" are used by Consultant.

(b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.

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

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

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

(f) 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;

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

(h) Coordinate the Services with Vincent Sendaydiego ("Project Manager"), or such other person designated as the Project Manager by City;

(i) 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;

(j) 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 month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 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;

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) 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.

(n) 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 \$500,000 ("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 the Effective Date and terminates upon the depletion of funds or December 31, 2027, 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 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 6.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other type of items prepared or obtained by Consultant in the performance

of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

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

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

11. Indemnity and Defense.

(a) Definitions. When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

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

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

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

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12 month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

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

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

19. 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.

20. 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.

21. 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.

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

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

TO CONSULTANT: Attention: Rick Chan
 Carollo Engineers, Inc.
 2795 Mitchell Drive
 Walnut Creek, CA 94598

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. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

26. Governing Law. This Agreement is governed by California law. Consultant consents to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California.

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:

Signed by:

Rick Chan

By: Rick Chan

Title: Senior Vice President

Dated:

8/1/2024 | 10:20 AM PDT

Signed by:

Anne E. Prudhel

By: Anne Prudhel

Title: Executive Vice President

8/1/2024 | 10:33 AM PDT

CITY OF LIVERMORE:**Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:

Tara Mazzanti

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

Jas Sidhu

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

EXHIBIT A**ENGINEERING SERVICES FOR UTILITY PROJECTS**

Engineering Services shall include the following:

1. Assist with project scoping and budgeting.
2. Support master planning, process improvement development, alternative analysis and feasibility assessment, life cycle studies, and design development.
3. Provide technical expertise related to the following:
 - a) Structural engineering.
 - b) Architectural analysis and design.
 - c) Electrical, instrumentation, and controls engineering.
 - d) Treatment process engineering.
 - e) Fluid conveyance.
 - f) Mechanical engineering related to pumping, piping, blower, and HVAC systems.

Technical support will include reviewing City-provided materials, participating in onsite and teleconferences, and documenting findings, conclusions, and recommendations via email correspondence and technical memoranda.

4. Engineering design support services including the following:
 - a) Condition assessment of existing equipment/structures.
 - b) Structural analysis.
 - c) Compatibility of materials.
 - d) Coating analysis and corrosion inspections.
 - e) Geotechnical investigation and engineering services.
 - f) Surveying, potholing, and utility location services.
 - g) Traffic control planning support.
 - h) Environmental and regulatory permitting support.
 - i) Project delivery/funding assistance.
5. Product recommendations and cost estimates, including vendor coordination and preparation of technical specifications.

In addition to these more specific service requests described above, Consultants must also provide the following general services:

1. Engineering analysis, including:
 - a) Calculations.
 - b) Alternative development.
 - c) Feasibility assessment.
 - d) Improvement recommendations and project scoping and budgeting.
2. Development of construction documents, including:
 - a) Drawings.
 - b) Technical specifications.
 - c) Construction sequencing/constraints.
 - d) Commissioning procedures and processes.
 - e) Construction cost estimates.
 - f) Project schedules.
3. Bid phase and construction phase support services, including:
 - a) Bid review.
 - b) Addendum and conformed drawing preparation.
 - c) RFI processing.
 - d) Submittal processing.
 - e) Construction inspection.
 - f) Contractor payment request review.
 - g) Record drawing preparation.
4. Engineering review services such as peer reviews of studies and design documents.
5. Extensive knowledge of and capability in using AutoCAD to prepare construction drawings. All AutoCAD files provided to the City are to be compatible with the latest version of AutoCAD used by the City.

EXHIBIT A

EXHIBIT A

Fee Schedule

Carollo Engineers, Inc.

Fee Schedule

Valid through
June 30, 2025

Category	Hourly Rate
Engineers/Scientists	
Assistant Professional	\$221.00
Professional	\$251.00
Lead Profesional	\$285.00
Project Professional	\$309.00
Lead Project Professional	\$333.00
Senior Professional	\$360.00
Technicians	
Technicians	\$183.00
Lead Technicians	\$207.00
Senior Technicians	\$228.00
Support Staff	
Document Processing	\$158.00
Senior Project Services	\$195.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2024	\$0.67 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

Rates are subject to an annual increase of up to 5% with the first increase in July 2025.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

- volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
 4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
 6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
 7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

ENGINEERING SERVICES AGREEMENT ON AN ON-CALL BASIS

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, ("Effective Date") by and between the City of Livermore, a municipal corporation ("City"), and HDR Engineering, Inc., a Nebraska corporation licensed and registered to do business in California ("Consultant").

RECITALS

City requires on-call engineering services for utility projects associated with the City's Capital Improvements Program (CIP), subsequent updates to the program, and Engineering operational support.

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:

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

Provide on-call engineering services for utility projects associated with the City's Capital Improvements Program (CIP), subsequent updates to the program, and Engineering operational support. Services shall include assistance with project planning, hydraulic analysis, engineering analysis and technical support, design, and construction implementation support.

These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine

when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

4. Consultant Responsibilities. Consultant shall:

(a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project's design even when "As Built" or "Record Drawings" are used by Consultant.

(b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.

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

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

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

(f) 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;

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

(h) Coordinate the Services with Vincent Sendaydiego ("Project Manager"), or such other person designated as the Project Manager by City;

(i) 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;

(j) 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 month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 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;

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) Consultant shall correct, at its own expense, all negligent 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.

(n) 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 \$500,000 ("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 the Effective Date and terminates upon the depletion of funds or December 31, 2027, 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 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 6.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other type of items prepared or obtained by Consultant in the performance

of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by City or others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

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

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

11. Indemnity and Defense.

(a) Definitions. When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

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. Consultant shall comply with any changes in the amounts and terms of insurance as may be agreed upon from time-to-time by City's Risk Manager and Consultant.

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

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

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for such third party that would create a conflict of interest and will not perform any future work that would create a conflict of interest.

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. 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.

20. 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.

21. 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.

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

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

TO CONSULTANT: Attention: Arthur Xu
 HDR Engineering, Inc.
 3003 Oak Road, Suite 500
 Walnut Creek, CA 94597

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. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

26. Governing Law. This Agreement is governed by California law. Consultant consents to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California.

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:

DocuSigned by:



BB33F4D632C342A...

By: Holly Kennedy

Title: Senior Vice President

Dated:

8/17/2024 | 9:56 AM PDT

CITY OF LIVERMORE:**Dated:**
Marianna Marysheva
City Manager**APPROVED AS TO FORM:**

DocuSigned by:

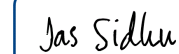


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Deputy/Assistant/City Attorney

APPROVED AS TO FORM:

DocuSigned by:



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Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

EXHIBIT A**ENGINEERING SERVICES FOR UTILITY PROJECTS**

Engineering Services shall include the following:

1. Assist with project scoping and budgeting.
2. Support master planning, process improvement development, alternative analysis and feasibility assessment, life cycle studies, and design development.
3. Provide technical expertise related to the following:
 - a) Structural engineering.
 - b) Architectural analysis and design.
 - c) Electrical, instrumentation, and controls engineering.
 - d) Treatment process engineering.
 - e) Fluid conveyance.
 - f) Mechanical engineering related to pumping, piping, blower, and HVAC systems.

Technical support will include reviewing City-provided materials, participating in onsite and teleconferences, and documenting findings, conclusions, and recommendations via email correspondence and technical memoranda.

4. Engineering design support services including the following:
 - a) Condition assessment of existing equipment/structures.
 - b) Structural analysis.
 - c) Compatibility of materials.
 - d) Coating analysis and corrosion inspections.
 - e) Geotechnical investigation and engineering services.
 - f) Surveying, potholing, and utility location services.
 - g) Traffic control planning support.
 - h) Environmental and regulatory permitting support.
 - i) Project delivery/funding assistance.
5. Product recommendations and cost estimates, including vendor coordination and preparation of technical specifications.

In addition to these more specific service requests described above, Consultants must also provide the following general services:

1. Engineering analysis, including:

- a) Calculations.
 - b) Alternative development.
 - c) Feasibility assessment.
 - d) Improvement recommendations and project scoping and budgeting.
2. Development of construction documents, including:
 - a) Drawings.
 - b) Technical specifications.
 - c) Construction sequencing/constraints.
 - d) Commissioning procedures and processes.
 - e) Construction cost estimates.
 - f) Project schedules.
 3. Bid phase and construction phase support services, including:
 - a) Bid review.
 - b) Addendum and conformed drawing preparation.
 - c) RFI processing.
 - d) Submittal processing.
 - e) Construction inspection.
 - f) Contractor payment request review.
 - g) Record drawing preparation.
 4. Engineering review services such as peer reviews of studies and design documents.
 5. Extensive knowledge of and capability in using AutoCAD to prepare construction drawings. All AutoCAD files provided to the City are to be compatible with the latest version of AutoCAD used by the City.

Engineering Services for hydraulic analysis shall include the following:

1. Provide extensive knowledge of and capability in using Innovyze software products (i.e. InfoWater, and InfoSewer) for dynamic hydraulic modeling of water, recycled water, and wastewater collection systems.
2. Maintaining the City's existing hydraulic models.
3. Operating the City's existing hydraulic models to evaluate the City's operational and development scenarios.
4. Modifying the City's existing hydraulic models to incorporate operational and development improvements.

5. Fee Schedule

EXHIBIT A FEE SCHEDULE

HDR ENGINEERING, INC.

RATE SCHEDULE

January 2024 to June 2027

Engineer VI	\$362 to \$399
Engineer V	\$322 to \$369
Engineer IV	\$286 to \$322
Engineer III	\$250 to \$286
Engineer II	\$192 to \$250
Engineer I	\$135 to \$192
Technical Specialist III	\$296 to \$369
Technical Specialist II	\$229 to \$296
Technical Specialist I	\$166 to \$229
Operations Specialist	\$187 to \$286
BIM/CADD/GIS Technician II	\$187 to \$265
BIM/CADD/GIS Technician I	\$135 to \$187
Project Controller	\$135 to \$187
Project Coordinator	\$109 to \$182

HDR will invoice the City by HDR's employee hourly billing rate for services provided. The billing rates cover payroll cost, employee benefits, and HDR overhead and profit. The ranges of hourly billing rates are intended to illustrate typical rates for each billing category. For each HDR employee, the billing rate will be calculated by applying a multiplier of 3.25 to the direct hourly rate of the employee. These rates are effective until June 30, 2027.

EXPENSES

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Ground Transportation (includes Rental Car, Uber, and Train)	at cost
Reprographics/Copying/Plotting	at cost

Please Note: Expenses and subconsultants are charged with a five percent markup.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

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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.
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ENGINEERING SERVICES AGREEMENT ON AN ON-CALL BASIS

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, ("Effective Date") by and between the City of Livermore, a municipal corporation ("City"), and Schaaf & Wheeler, Consulting Civil Engineers, a California corporation ("Consultant").

RECITALS

City requires on-call engineering services for utility projects, including water, wastewater, and storm water projects associated with the City's Capital Improvements Program (CIP), subsequent updates to the program, Development Projects and Engineering operational support.

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.
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These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

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(a) Consultant shall investigate and verify all existing site conditions for the Project and take them into account when preparing the Project's design even when "As Built" or "Record Drawings" are used by Consultant.

(b) Consultant shall review and respond to construction submittals and shop drawings within fourteen (14) calendar days following their receipt by Consultant; requests for information with comments noted thereon shall be reviewed and responded to within seven (7) working days following their receipt by the Consultant.

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

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

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

(f) 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;

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

(h) Coordinate the Services with Vincent Sendaydiego ("Project Manager"), or such other person designated as the Project Manager by City;

(i) 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;

(j) 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 month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 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;

(l) Prepare and submit a written report to the Project Manager, with each invoice and when requested in writing by the Project Manager, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; and,

(m) 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.

(n) 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 \$500,000 ("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 the Effective Date and terminates upon the depletion of funds or December 31, 2027, 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 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 6.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and any and every other type of items prepared or obtained by Consultant in the performance of the Services under this Agreement shall be the property of the City and Consultant shall deliver them to City upon demand. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of the Services described under this Agreement.

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

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

11. Indemnity and Defense.

(a) Definitions. When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Consultant's obligation

or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) Non-Design Professional Services. Consultant shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) Design Professional Services. For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Consultant shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) Mixed Services. If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Consultant shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

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

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

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

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12 month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

19. 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.

20. 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.

21. 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.

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

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

TO CONSULTANT: Attention: Benjamin Schick
 Schaaf & Wheeler, Consulting Civil Engineers
 4699 Old Ironsides Drive, Suite 350
 Santa Clara, CA 95054

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. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

26. Governing Law. This Agreement is governed by California law. Consultant consents to the exclusive jurisdiction and venue of the state and federal courts of Alameda County, California.

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:

Signed by:

5E9845B77D9F4E0...

By: Glen Anderson

Title: Vice President

Signed by:

9C78243113674F8...

By: Daniel Schaaf

Title: Vice President

Dated:

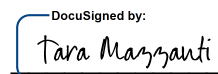
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8/6/2024 | 1:38 PM PDT

CITY OF LIVERMORE:**Dated:**

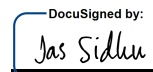
Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:

B099F65715704E2...

Deputy/Assistant/City Attorney

APPROVED AS TO FORM:

DocuSigned by:

A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

EXHIBIT A**ENGINEERING SERVICES FOR UTILITY PROJECTS**

Engineering Services shall include the following:

1. Assist with project scoping and budgeting.
2. Support master planning, process improvement development, alternative analysis and feasibility assessment, life cycle studies, and design development.
3. Provide technical expertise related to the following:
 - a) Structural engineering.
 - b) Architectural analysis and design.
 - c) Electrical, instrumentation, and controls engineering.
 - d) Treatment process engineering.
 - e) Fluid conveyance.
 - f) Mechanical engineering related to pumping, piping, blower, and HVAC systems.

Technical support will include reviewing City-provided materials, participating in onsite and teleconferences, and documenting findings, conclusions, and recommendations via email correspondence and technical memoranda.

4. Engineering design support services including the following:
 - a) Condition assessment of existing equipment/structures.
 - b) Structural analysis.
 - c) Compatibility of materials.
 - d) Coating analysis and corrosion inspections.
 - e) Geotechnical investigation and engineering services.
 - f) Surveying, potholing, and utility location services.
 - g) Traffic control planning support.
 - h) Environmental and regulatory permitting support.
 - i) Project delivery/funding assistance.
5. Product recommendations and cost estimates, including vendor coordination and preparation of technical specifications.

In addition to these more specific service requests described above, Consultants must also provide the following general services:

1. Engineering analysis, including:

- a) Calculations.
 - b) Alternative development.
 - c) Feasibility assessment.
 - d) Improvement recommendations and project scoping and budgeting.
2. Development of construction documents, including:
 - a) Drawings.
 - b) Technical specifications.
 - c) Construction sequencing/constraints.
 - d) Commissioning procedures and processes.
 - e) Construction cost estimates.
 - f) Project schedules.
 3. Bid phase and construction phase support services, including:
 - a) Bid review.
 - b) Addendum and conformed drawing preparation.
 - c) RFI processing.
 - d) Submittal processing.
 - e) Construction inspection.
 - f) Contractor payment request review.
 - g) Record drawing preparation.
 4. Engineering review services such as peer reviews of studies and design documents.
 5. Extensive knowledge of and capability in using AutoCAD to prepare construction drawings. All AutoCAD files provided to the City are to be compatible with the latest version of AutoCAD used by the City.

Engineering Services for hydraulic analysis shall include the following:

1. Provide extensive knowledge of and capability in using Innovyze software products (i.e. InfoWater, and InfoSewer) for dynamic hydraulic modeling of water, recycled water, storm water, and wastewater collection systems.
2. Maintaining the City's existing hydraulic models.
3. Operating the City's existing hydraulic models to evaluate the City's operational and development scenarios.
4. Modifying the City's existing hydraulic models to incorporate operational and development improvements.

Fee Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below, with subconsultant rates included in Appendix B:

Classification	2024	2025	2026	2027
Principal Project Manager	\$295	\$304	\$313	\$322
Senior Project Manager	\$270	\$278	\$286	\$295
Senior Engineer	\$250	\$258	\$265	\$273
Associate Engineer	\$220	\$227	\$233	\$240
Assistant Engineer	\$200	\$206	\$212	\$219
Junior Engineer	\$185	\$191	\$196	\$202
Designer	\$175	\$180	\$186	\$191
GIS Analyst	\$175	\$180	\$186	\$191
Technician	\$160	\$165	\$170	\$175
Engineering Trainee	\$135	\$139	\$143	\$148

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/24



TJC and Associates, Inc.

Schedule of Hourly Rates and Costs (2024-2027)

Level	2024	2025	2026	2027
Engineer				
E20	\$ 348.00	\$ 362.00	\$ 377.00	\$ 392.00
E19	\$ 335.00	\$ 349.00	\$ 363.00	\$ 377.00
E18	\$ 323.00	\$ 335.00	\$ 349.00	\$ 363.00
E17	\$ 310.00	\$ 322.00	\$ 335.00	\$ 348.00
E16	\$ 297.00	\$ 309.00	\$ 321.00	\$ 334.00
E15	\$ 284.00	\$ 296.00	\$ 307.00	\$ 320.00
E14	\$ 271.00	\$ 282.00	\$ 294.00	\$ 305.00
E13	\$ 259.00	\$ 269.00	\$ 280.00	\$ 291.00
E12	\$ 246.00	\$ 256.00	\$ 266.00	\$ 277.00
E11	\$ 233.00	\$ 242.00	\$ 252.00	\$ 262.00
E10	\$ 220.00	\$ 229.00	\$ 238.00	\$ 248.00
E9	\$ 207.00	\$ 216.00	\$ 224.00	\$ 233.00
E8	\$ 195.00	\$ 202.00	\$ 211.00	\$ 219.00
E7	\$ 182.00	\$ 189.00	\$ 197.00	\$ 205.00
E6	\$ 169.00	\$ 176.00	\$ 183.00	\$ 190.00
E5	\$ 156.00	\$ 163.00	\$ 169.00	\$ 176.00
E4	\$ 144.00	\$ 149.00	\$ 155.00	\$ 161.00
E3	\$ 131.00	\$ 136.00	\$ 141.00	\$ 147.00
E2	\$ 118.00	\$ 123.00	\$ 128.00	\$ 133.00
E1	\$ 105.00	\$ 109.00	\$ 114.00	\$ 118.00
CAD				
C10	\$ 202.00	\$ 210.00	\$ 219.00	\$ 228.00
C9	\$ 190.00	\$ 197.00	\$ 205.00	\$ 213.00
C8	\$ 177.00	\$ 184.00	\$ 191.00	\$ 199.00
C7	\$ 164.00	\$ 171.00	\$ 178.00	\$ 185.00
C6	\$ 152.00	\$ 158.00	\$ 164.00	\$ 171.00
C5	\$ 139.00	\$ 145.00	\$ 150.00	\$ 156.00
C4	\$ 126.00	\$ 131.00	\$ 137.00	\$ 142.00
C3	\$ 114.00	\$ 118.00	\$ 123.00	\$ 128.00
C2	\$ 101.00	\$ 105.00	\$ 109.00	\$ 114.00
C1	\$ 88.00	\$ 92.00	\$ 95.00	\$ 99.00

Level	2024	2025	2026	2027
Administrative				
A20	\$ 215.00	\$ 224.00	\$ 233.00	\$ 242.00
A19	\$ 205.00	\$ 213.00	\$ 222.00	\$ 231.00
A18	\$ 195.00	\$ 202.00	\$ 210.00	\$ 219.00
A17	\$ 184.00	\$ 191.00	\$ 199.00	\$ 207.00
A16	\$ 174.00	\$ 180.00	\$ 188.00	\$ 195.00
A15	\$ 163.00	\$ 170.00	\$ 176.00	\$ 183.00
A14	\$ 153.00	\$ 159.00	\$ 165.00	\$ 172.00
A13	\$ 142.00	\$ 148.00	\$ 154.00	\$ 160.00
A12	\$ 132.00	\$ 137.00	\$ 142.00	\$ 148.00
A11	\$ 121.00	\$ 126.00	\$ 131.00	\$ 136.00
A10	\$ 111.00	\$ 115.00	\$ 120.00	\$ 124.00
A9	\$ 100.00	\$ 104.00	\$ 108.00	\$ 113.00
A8	\$ 90.00	\$ 93.00	\$ 97.00	\$ 101.00
A7	\$ 79.00	\$ 82.00	\$ 86.00	\$ 89.00
A6	\$ 69.00	\$ 71.00	\$ 74.00	\$ 77.00
A5	\$ 58.00	\$ 61.00	\$ 63.00	\$ 65.00
A4	\$ 48.00	\$ 50.00	\$ 52.00	\$ 54.00
A3	\$ 37.00	\$ 39.00	\$ 40.00	\$ 42.00
A2	\$ 27.00	\$ 28.00	\$ 29.00	\$ 30.00
A1	\$ 16.00	\$ 17.00	\$ 18.00	\$ 18.00
Reimbursable Expenses				

Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%

500 S. Main Street, Ste. 1200
Orange, CA 92668-4507
Telephone 714.550.4665

CHARGE RATE SCHEDULE

Labor Rates (Engineering Services):

Classification	Hourly Labor Rates per Fiscal Year *			
	2023/2024	2024/2025	2025/2026	2026/2027
Senior Principal	\$325.00	\$325.00	\$325.00	\$325.00
Principal	\$280.00	\$280.00	\$280.00	\$280.00
Associate	\$260.00	\$260.00	\$260.00	\$260.00
Engineering Manager	\$230.00	\$230.00	\$230.00	\$230.00
Senior Engineer	\$205.00	\$205.00	\$205.00	\$205.00
Project Engineer	\$190.00	\$190.00	\$190.00	\$190.00
Staff Engineer	\$170.00	\$170.00	\$170.00	\$170.00
Assistant Engineer	\$160.00	\$160.00	\$160.00	\$160.00
Junior Engineer	\$145.00	\$145.00	\$145.00	\$145.00
Senior Computer Drafter	\$170.00	\$170.00	\$170.00	\$170.00
Computer Drafter	\$145.00	\$145.00	\$145.00	\$145.00
Junior Computer Drafter	\$130.00	\$130.00	\$130.00	\$130.00
BIM/Visualization Specialist	\$165.00	\$165.00	\$165.00	\$165.00
Project Administrator	\$210.00	\$210.00	\$210.00	\$210.00
Project Coordinator	\$155.00	\$155.00	\$155.00	\$155.00
Secretarial Services	\$125.00	\$125.00	\$125.00	\$125.00
Construction Manager	\$280.00	\$280.00	\$280.00	\$280.00
Senior Structural Rep.	\$240.00	\$240.00	\$240.00	\$240.00
Structural Representative	\$215.00	\$215.00	\$215.00	\$215.00
Assistant Structures Rep.	\$170.00	\$170.00	\$170.00	\$170.00
Senior Bridge Inspector	\$215.00	\$215.00	\$215.00	\$215.00

Labor Rates (Inspection Services):

Classification	Basic Hourly Labor Rates per Fiscal Year *			
	2023/2024	2024/2025	2025/2026	2026/2027
Inspection Department Mgr.	\$220.00	\$220.00	\$220.00	\$220.00
Inspector Level V	\$220.00	\$220.00	\$220.00	\$220.00
Inspector Level IV	\$200.00	\$200.00	\$200.00	\$200.00
Inspector Level III	\$185.00	\$185.00	\$185.00	\$185.00
Inspector Level II	\$175.00	\$175.00	\$175.00	\$175.00
Inspector Level I	\$165.00	\$165.00	\$165.00	\$165.00

*Weekdays are charged at the Basic Rate; Over 8 hours & Saturdays: 1.5 x Basic Rate;
Sundays/Holidays & over 8 hours on Saturday: 2 x Basic Rate*

Escalation: 05%

• Expense Rates:

Subconsultants: Cost Plus 10%

Expenses: Cost Plus 15%

• Notes:

* The Fiscal Years specified are from October 1 thru September 30.



EXHIBIT C

PERSONNEL RATES				
PROFESSIONAL STAFF	2024	2025	2026	2027
Principal	\$ 299.00	\$ 314.00	\$ 330.00	\$ 347.00
Senior Professional	\$ 263.00	\$ 276.00	\$ 290.00	\$ 305.00
Project Professional II	\$ 247.00	\$ 259.00	\$ 272.00	\$ 286.00
Project Professional I	\$ 210.00	\$ 221.00	\$ 232.00	\$ 244.00
Staff Professional II	\$ 184.00	\$ 193.00	\$ 203.00	\$ 213.00
Staff Professional I	\$ 163.00	\$ 171.00	\$ 180.00	\$ 189.00
Project Administrator	\$ 116.00	\$ 122.00	\$ 128.00	\$ 134.00
Administrative Assistant / Clerical	\$ 105.00	\$ 110.00	\$ 116.00	\$ 122.00
Seismic GIS	\$ 231.00	\$ 243.00	\$ 255.00	\$ 268.00
GIS Specialist	\$ 200.00	\$ 210.00	\$ 221.00	\$ 232.00
Information Specialist II	\$ 189.00	\$ 198.00	\$ 208.00	\$ 218.00
Information Specialist I	\$ 168.00	\$ 176.00	\$ 185.00	\$ 194.00
CAD	\$ 126.00	\$ 132.00	\$ 139.00	\$ 146.00
Litigation support		1.5x standard rate		
TECHNICAL STAFF	2024	2025	2026	2027
Group 1 - Special Inspector	\$ 189.00	\$ 198.00	\$ 208.00	\$ 218.00
Group 2 - Special Inspector	\$ 179.00	\$ 188.00	\$ 197.00	\$ 207.00
Group 3 - Engineering Technician	\$ 159.00	\$ 167.00	\$ 175.00	\$ 184.00
Group 3 - Geotechnical Professional	\$ 194.00	\$ 204.00	\$ 214.00	\$ 225.00
Group 3 - Environmental Professional	\$ 194.00	\$ 204.00	\$ 214.00	\$ 225.00
Group 4 - Technician	\$ 139.00	\$ 146.00	\$ 153.00	\$ 161.00
Ground Penetrating Radar Scanning Technician	\$ 331.00	\$ 348.00	\$ 365.00	\$ 383.00
Core Drilling Technician	\$ 257.00	\$ 270.00	\$ 284.00	\$ 298.00
Floor Flatness Testing Technician	\$ 221.00	\$ 232.00	\$ 244.00	\$ 256.00
Sample Pickup / Transportation / Delivery	\$ 126.00	\$ 132.00	\$ 139.00	\$ 146.00
Laboratory Technician	\$ 137.00	\$ 144.00	\$ 151.00	\$ 159.00

OTHER RATES

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES**2024-2027**

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)
Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Show-up time (no work performed), minimum charge	Bill 2 hours
Sample or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES**2024****2025****2026****2027**

Mileage - 2x2 vehicle (Portal to Portal)	\$1.00/mile or the IRS rate + 15%, whichever is higher			
Mileage - 4x4 vehicle (Portal to Portal)	\$2.00/mile or the IRS rate + 15%, whichever is higher			
Per Diem (as required)	Quote / \$250.00 min.			
Bridge Toll	Cost + 15%			
Parking Fees	Cost + 15%			
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%			

BSK SERVICES / DIR / PREVAILING WAGE ADMINISTRATION FEES**2024****2025****2026****2027**

Certified Payroll / DIR Upload (Monthly) - per project	\$	300.00	\$	315.00	\$	331.00	\$	348.00
Non-Performance Certified Payroll / DIR Upload (Monthly) - per project	\$	100.00	\$	105.00	\$	110.00	\$	116.00
Subcontractor Management / Compliance Forms (Monthly) - per project	\$	100.00	\$	105.00	\$	110.00	\$	116.00
Additional LCP Tracker or Other Compliance Software (Monthly) - per project	\$	200.00	\$	210.00	\$	221.00	\$	232.00
Additional Special Forms, as required (Monthly) - per project	\$	150.00	\$	158.00	\$	166.00	\$	174.00

EXHIBIT C**OTHER RATES (CONTINUED)**

EQUIPMENT USAGE FEES	2024	2025	2026	2027
Nuclear Gauge (Day)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
Skidmore Wilhelm Calibrator (Day)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
Proof Load Testing Equipment (Day)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
Torque Wrench (Day)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
GPR Scanning Equipment (Day)	\$ 341.00	\$ 358.00	\$ 376.00	\$ 395.00
Rebar Locator/Pachometer (Day)	\$ 134.00	\$ 141.00	\$ 148.00	\$ 155.00
Hand Auger (Day)	\$ 158.00	\$ 166.00	\$ 174.00	\$ 183.00
Water Meter (Day)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
Hand-held GPS (Day)	\$ 102.00	\$ 107.00	\$ 112.00	\$ 118.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 36.00	\$ 38.00	\$ 40.00	\$ 42.00
Drilling Supplies - Tubes / Caps (Project)	\$ 368.00	\$ 386.00	\$ 405.00	\$ 425.00
Manometer (Day)	\$ 259.00	\$ 272.00	\$ 286.00	\$ 300.00
Double Ring Infiltrometer (Day)	\$ 670.00	\$ 704.00	\$ 739.00	\$ 776.00
ANALYSIS SOFTWARE USAGE FEES	2024	2025	2026	2027
gINT (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
LPile (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
APile (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
SHAFT (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
GROUP (Project)	\$ 133.00	\$ 140.00	\$ 147.00	\$ 154.00
Cliq (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
LiquefyPro (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
LiqIT (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
Slide (Project)	\$ 133.00	\$ 140.00	\$ 147.00	\$ 154.00
Settle3D (Project)	\$ 133.00	\$ 140.00	\$ 147.00	\$ 154.00
Cpet-IT (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
LiqSVs (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
ArcGIS (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
Surfer (Project)	\$ 68.00	\$ 71.00	\$ 75.00	\$ 79.00
Seep/W (Project)	\$ 133.00	\$ 140.00	\$ 147.00	\$ 154.00

EXHIBIT C

MATERIALS LABORATORY TEST RATES					
SOILS	2024	2025	2026	2027	
Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	\$ 336.00	\$ 353.00	\$ 371.00	\$ 390.00	
Proctor with Oversize Material (ASTM / AASHTO)	\$ 420.00	\$ 441.00	\$ 463.00	\$ 486.00	
Proctor Check Point (All Methods)	\$ 180.00	\$ 189.00	\$ 198.00	\$ 208.00	
Caltrans Maximum Wet Density (CT 216)	\$ 284.00	\$ 298.00	\$ 313.00	\$ 329.00	
Minus 200 Wash Soil (ASTM D1140)	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	
Moisture Content of Soils (ASTM D2216)	\$ 47.00	\$ 49.00	\$ 51.00	\$ 54.00	
Plasticity Index (ASTM D4318)	\$ 290.00	\$ 305.00	\$ 320.00	\$ 336.00	
Expansion Index of Soils (UBC No. 29)	\$ 311.00	\$ 327.00	\$ 343.00	\$ 360.00	
Collapse Potential of Soils (ASTM D2435)	\$ 270.00	\$ 284.00	\$ 298.00	\$ 313.00	
Organic Impurities (ASTM C40 / CT 213)	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	
Tube Density & Moisture Content of Soil	\$ 57.00	\$ 60.00	\$ 63.00	\$ 66.00	
Visual Classification (ASTM D2488)	\$ 57.00	\$ 60.00	\$ 63.00	\$ 66.00	
Hydrometer (ASTM D422 / CT 203)	\$ 315.00	\$ 331.00	\$ 348.00	\$ 365.00	
Double Hydrometer (ASTM D4221)	\$ 414.00	\$ 435.00	\$ 457.00	\$ 480.00	
Uncompacted Void Content (CT 234 / AASHTO T304)	\$ 147.00	\$ 154.00	\$ 162.00	\$ 170.00	
Sand Density Calibration (ASTM D1566)	\$ 231.00	\$ 243.00	\$ 255.00	\$ 268.00	
Minimum Resistivity of Soils (CT 643)	\$ 186.00	\$ 195.00	\$ 205.00	\$ 215.00	
Consolidation (ASTM D2435) 2/2 Time Rates	\$ 553.00	\$ 581.00	\$ 610.00	\$ 641.00	
Consolidation (ASTM D2435) w/ No Tim Rates	\$ 368.00	\$ 386.00	\$ 405.00	\$ 425.00	
Unconfined Compression Strength, Soil (ASTM D2166)	\$ 147.00	\$ 154.00	\$ 162.00	\$ 170.00	
Remolded Consolidation (ASTM D2435)	\$ 468.00	\$ 491.00	\$ 516.00	\$ 542.00	
Minimum Index Density Soils (ASTM D4254)	\$ 91.00	\$ 96.00	\$ 101.00	\$ 106.00	
Direct Shear Remolded (ASTM D3080)	\$ 347.00	\$ 364.00	\$ 382.00	\$ 401.00	
Direct Shear (ASTM D3080)	\$ 290.00	\$ 305.00	\$ 320.00	\$ 336.00	
Remolded Direct Shear (ASTM D3080)	\$ 347.00	\$ 364.00	\$ 382.00	\$ 401.00	
Remolded Flexwall Perm (ASTM D5084)	\$ 739.00	\$ 776.00	\$ 815.00	\$ 856.00	
% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$ 218.00	\$ 229.00	\$ 240.00	\$ 252.00	
% Flat & Elongated (ASTM D4791)	\$ 167.00	\$ 175.00	\$ 184.00	\$ 193.00	
Minus 200 Wash/Aggregate (ASTM C117)	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	
Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$ 226.00	\$ 237.00	\$ 249.00	\$ 261.00	
Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00	
Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$ 210.00	\$ 221.00	\$ 232.00	\$ 244.00	
Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$ 210.00	\$ 221.00	\$ 232.00	\$ 244.00	
Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$ 167.00	\$ 175.00	\$ 184.00	\$ 193.00	
Durability Index (CT 229)	\$ 331.00	\$ 348.00	\$ 365.00	\$ 383.00	

EXHIBIT C

MATERIALS LABORATORY TEST RATES (CONTINUED)

SOILS (CONTINUED)	2024	2025	2026	2027
Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$ 378.00	\$ 397.00	\$ 417.00	\$ 438.00
Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$ 311.00	\$ 327.00	\$ 343.00	\$ 360.00
Cleanness Value of Aggregate (CT 227)	\$ 238.00	\$ 250.00	\$ 263.00	\$ 276.00
Aggregate Wt pcf Compacted (ASTM C 29)	\$ 117.00	\$ 123.00	\$ 129.00	\$ 135.00
Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$ 298.00	\$ 313.00	\$ 329.00	\$ 345.00
Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$ 462.00	\$ 485.00	\$ 509.00	\$ 534.00
Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$ 147.00	\$ 154.00	\$ 162.00	\$ 170.00
R-Value of Soils (CT 301)	\$ 473.00	\$ 497.00	\$ 522.00	\$ 548.00
Soil Cement Compression - Set (ASTM D1633)	\$ 315.00	\$ 331.00	\$ 348.00	\$ 365.00
CIR / FDR Compressive Strength Testing - Set	\$ 315.00	\$ 331.00	\$ 348.00	\$ 365.00
CIR / FDR Sample Preparation / Compaction	\$ 289.00	\$ 303.00	\$ 318.00	\$ 334.00
CBR (ASTM D1883/AASHTO T-180)	\$ 1,313.00	\$ 1,379.00	\$ 1,448.00	\$ 1,520.00
Preparation of Soil-Cement Samples	\$ 994.00	\$ 1,044.00	\$ 1,096.00	\$ 1,151.00
Soluble Sulfate Chloride & Sulfide	\$ 172.00	\$ 181.00	\$ 190.00	\$ 200.00
pH Sulphate & Chloride	\$ 87.00	\$ 91.00	\$ 96.00	\$ 101.00
% Lumps/Friable Particles (ASTM C142)	\$ 107.00	\$ 112.00	\$ 118.00	\$ 124.00
% Organics in Soil (ASTM D2974)	\$ 181.00	\$ 190.00	\$ 200.00	\$ 210.00

HOT MIX ASPHALT	2024	2025	2026	2027
JMF Mix Design, Superpave / Caltrans	\$ 11,838.00	\$ 12,430.00	\$ 13,052.00	\$ 13,705.00
JMF Verification - HMA - Superpave / Caltrans	\$ 6,860.00	\$ 7,203.00	\$ 7,563.00	\$ 7,941.00
JMF Production Startup - Superpave / Caltrans	\$ 6,382.00	\$ 6,701.00	\$ 7,036.00	\$ 7,388.00
RAP Material Testing - Additional Fee	\$ 830.00	\$ 872.00	\$ 916.00	\$ 962.00
Rubberized RHMA Material - Additional Fee	\$ 1,915.00	\$ 2,011.00	\$ 2,112.00	\$ 2,218.00
JMF Mix Design, HVEEM	\$ 4,095.00	\$ 4,300.00	\$ 4,515.00	\$ 4,741.00
JMF Mix Design, Marshall	\$ 4,858.00	\$ 5,101.00	\$ 5,356.00	\$ 5,624.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$ 2,924.00	\$ 3,070.00	\$ 3,224.00	\$ 3,385.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$ 442.00	\$ 464.00	\$ 487.00	\$ 511.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,625.00	\$ 2,756.00	\$ 2,894.00	\$ 3,039.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$ 1,449.00	\$ 1,521.00	\$ 1,597.00	\$ 1,677.00
Marshall Maximum Density (ASTM D6926)	\$ 386.00	\$ 405.00	\$ 425.00	\$ 446.00
Marshall Stability & Flow (ASTM D6927)	\$ 331.00	\$ 348.00	\$ 365.00	\$ 383.00
Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 296.00	\$ 311.00	\$ 327.00	\$ 343.00
Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$ 689.00	\$ 723.00	\$ 759.00	\$ 797.00
Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$ 180.00	\$ 189.00	\$ 198.00	\$ 208.00

EXHIBIT C

MATERIALS LABORATORY TEST RATES (CONTINUED)				
HOT MIX ASPHALT (CONTINUED)	2024	2025	2026	2027
Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$ 84.00	\$ 88.00	\$ 92.00	\$ 97.00
HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$ 331.00	\$ 348.00	\$ 365.00	\$ 383.00
Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$ 70.00	\$ 74.00	\$ 78.00	\$ 82.00
Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$ 87.00	\$ 91.00	\$ 96.00	\$ 101.00
Film Stripping	\$ 117.00	\$ 123.00	\$ 129.00	\$ 135.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 290.00	\$ 305.00	\$ 320.00	\$ 336.00
Stabilometer Value - Set of 3 (CT366)	\$ 368.00	\$ 386.00	\$ 405.00	\$ 425.00
Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$ 1,943.00	\$ 2,040.00	\$ 2,142.00	\$ 2,249.00
Calculated AC Maximum Density (CT 367)	\$ 131.00	\$ 138.00	\$ 145.00	\$ 152.00
Thickness Determination of AC Cores	\$ 28.00	\$ 29.00	\$ 30.00	\$ 32.00
CONCRETE & MASONRY	2024	2025	2026	2027
Compression Test Concrete - Per Cylinder (ASTM C39)	\$ 37.00	\$ 39.00	\$ 41.00	\$ 43.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$ 180.00	\$ 189.00	\$ 198.00	\$ 208.00
Compression Test of Core (ASTM C42)	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
Compressive Strength of Shotcrete Panel	\$ 420.00	\$ 441.00	\$ 463.00	\$ 486.00
Compression Test Composite CMU Prism (1)	\$ 218.00	\$ 229.00	\$ 240.00	\$ 252.00
Compression Test Grout (Set of 4)	\$ 159.00	\$ 167.00	\$ 175.00	\$ 184.00
Compression Test Mortar (Set of 3)	\$ 145.00	\$ 152.00	\$ 160.00	\$ 168.00
Flexural Test per Beam (ASTM C78 / CT 523)	\$ 118.00	\$ 124.00	\$ 130.00	\$ 137.00
Linear Shrinkage - Set of 3 (ASTM C157)	\$ 525.00	\$ 551.00	\$ 579.00	\$ 608.00
Unit Weight Lt Wt Concrete (ASTM C567)	\$ 74.00	\$ 78.00	\$ 82.00	\$ 86.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$ 158.00	\$ 166.00	\$ 174.00	\$ 183.00
Compressive Strength CMU Block (ASTM C140)	\$ 252.00	\$ 265.00	\$ 278.00	\$ 292.00
Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$ 290.00	\$ 305.00	\$ 320.00	\$ 336.00
Masonry Linear Shrinkage (ASTM C426)	\$ 532.00	\$ 559.00	\$ 587.00	\$ 616.00
Masonry Core Shear Test (Title 24)	\$ 248.00	\$ 260.00	\$ 273.00	\$ 287.00

EXHIBIT C**MATERIALS LABORATORY TEST RATES (CONTINUED)**

METALS & FIREPROOFING	2024	2025	2026	2027
Tensile & Bend of Rebar #3-11	\$ 195.00	\$ 205.00	\$ 215.00	\$ 226.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 284.00	\$ 298.00	\$ 313.00	\$ 329.00
Bolt Proof & Ultimate Load	\$ 338.00	\$ 355.00	\$ 373.00	\$ 392.00
Bolt Hardness - Set of 3	\$ 225.00	\$ 236.00	\$ 248.00	\$ 260.00
Nut Proof Load - Set of 3	\$ 338.00	\$ 355.00	\$ 373.00	\$ 392.00
Nut Hardness - Set of 3	\$ 225.00	\$ 236.00	\$ 248.00	\$ 260.00
Washer Hardness - Set of 3	\$ 225.00	\$ 236.00	\$ 248.00	\$ 260.00
Dry Density Fireproofing (ASTM E605)	\$ 125.00	\$ 131.00	\$ 138.00	\$ 145.00
Brinell Hardness of Steel (ASTM E10)	\$ 131.00	\$ 138.00	\$ 145.00	\$ 152.00
Rockwell Hardness of Steel (ASTM E18)	\$ 131.00	\$ 138.00	\$ 145.00	\$ 152.00
Face Bend of Steel Coupon	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
Root Bend of Weld Coupon	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
Side Bend of Weld Coupon	\$ 80.00	\$ 84.00	\$ 88.00	\$ 92.00
Tensile Test of Steel Coupon	\$ 110.00	\$ 116.00	\$ 122.00	\$ 128.00
Bend Test of Steel Coupon	\$ 95.00	\$ 100.00	\$ 105.00	\$ 110.00
Adhesion / Cohesion Fireproofing Materials	\$ 167.00	\$ 175.00	\$ 184.00	\$ 193.00

ESCALATION: The rates presented herein are subject to an annual escalation rate of 5% effective on January 1st of each year subsequent to December 31, 2027.



HOURLY RATE SCHEDULE

Effective March 1, 2024 through June 30, 2027

Effective	2024	2025	2026	2027
Principal -----	\$ 302.00	\$ 311.00	\$ 320.00	\$ 330.00 / Hour
Principal Engineer -----	\$ 274.00	\$ 282.00	\$ 290.00	\$ 299.00 / Hour
Senior Engineer Manager -----	\$ 252.00	\$ 260.00	\$ 268.00	\$ 276.00 / Hour
Technical Manager -----	\$ 252.00	\$ 260.00	\$ 268.00	\$ 276.00 / Hour
Senior Engineer -----	\$ 239.00	\$ 246.00	\$ 253.00	\$ 261.00 / Hour
Engineer III -----	\$ 222.00	\$ 229.00	\$ 236.00	\$ 243.00 / Hour
Engineer II -----	\$ 185.00	\$ 191.00	\$ 197.00	\$ 203.00 / Hour
Engineer I -----	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00 / Hour
Senior Survey Construction Manager -----	\$ 246.00	\$ 253.00	\$ 261.00	\$ 269.00 / Hour
Senior Land Surveyor -----	\$ 246.00	\$ 253.00	\$ 261.00	\$ 269.00 / Hour
Project Surveyor III -----	\$ 220.00	\$ 227.00	\$ 234.00	\$ 241.00 / Hour
Project Surveyor II -----	\$ 178.00	\$ 183.00	\$ 188.00	\$ 194.00 / Hour
Project Surveyor I -----	\$ 152.00	\$ 157.00	\$ 162.00	\$ 167.00 / Hour
Survey Coordinator -----	\$ 210.00	\$ 216.00	\$ 222.00	\$ 229.00 / Hour
Engineering Tech III -----	\$ 200.00	\$ 206.00	\$ 212.00	\$ 218.00 / Hour
Engineering Tech II -----	\$ 181.00	\$ 186.00	\$ 192.00	\$ 198.00 / Hour
Engineering Tech I -----	\$ 169.00	\$ 174.00	\$ 179.00	\$ 184.00 / Hour
Draftsman / Survey Tech III -----	\$ 155.00	\$ 160.00	\$ 165.00	\$ 170.00 / Hour
Draftsman / Survey Tech II -----	\$ 128.00	\$ 132.00	\$ 136.00	\$ 140.00 / Hour
Draftsman / Survey Tech I -----	\$ 117.00	\$ 121.00	\$ 125.00	\$ 129.00 / Hour
3-Man Survey Crew -----	\$ 435.00	\$ 448.00	\$ 461.00	\$ 475.00 / Hour
2-Man Survey Crew -----	\$ 344.00	\$ 354.00	\$ 365.00	\$ 376.00 / Hour
1-Man Survey Crew -----	\$ 212.00	\$ 218.00	\$ 225.00	\$ 232.00 / Hour
Testimony (Trial or Deposition) -----	\$ 589.00	\$ 607.00	\$ 625.00	\$ 644.00 / Hour
Project Coordinator III -----	\$ 144.00	\$ 148.00	\$ 152.00	\$ 157.00 / Hour
Project Coordinator II -----	\$ 127.00	\$ 131.00	\$ 135.00	\$ 139.00 / Hour
Project Coordinator I -----	\$ 110.00	\$ 113.00	\$ 116.00	\$ 119.00 / Hour
Engineering / Survey Intern -----	\$ 64.00	\$ 66.00	\$ 68.00	\$ 70.00 / Hour
3D Laser Scanning Crew -----	\$ 421.00	\$ 434.00	\$ 447.00	\$ 460.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

- volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
 4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
 6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
 7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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



CITY COUNCIL STAFF REPORT

ITEM NO. 5.8

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving the list of pre-qualified contractors to bid the Flagpole Plaza Project 2022-25 including Robert A. Bothman, Inc., McGuire and Hester, Golden Bay Construction, Inc., and GradeTech Inc.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the list of pre-qualified contractors to bid the Flagpole Plaza Project 2022-25, including Robert A. Bothman, Inc., McGuire and Hester, Golden Bay Construction, Inc., and GradeTech Inc.

SUMMARY

The Flagpole Plaza Project 2022-25 involves improvements to the Flagpole Plaza to accommodate outdoor dining, provide design consistency in the Downtown Core, and upgrade accessibility. Staff recommends approval of the list of pre-qualified contractors to bid the project, including Robert A. Bothman, Inc., McGuire and Hester, Golden Bay Construction, Inc., and GradeTech Inc.

DISCUSSION

The Flagpole Plaza originally included a large grass area used as a public gathering space. However, shortly after the start of the COVID-19 pandemic in 2020, the space began to be used for outdoor dining. During this time, the grass was removed and replaced with decomposed granite to improve the use as outdoor dining. The City of Livermore (City) is now in the process of renovating this space with the following main goals:

- Add back smaller public gathering grass area.
- Retain strong connections between the flagpole, the large existing fountain, and the plaza.
- Retain opportunities for continued outdoor dining, pursuant to the Downtown Outdoor Dining Program.
- Maintain the east/west pedestrian connection along First Street.
- Maintain a north/south pedestrian connection through the plaza space.
- Preserve existing trees, landscaping, and lighting, and add new trees, landscaping, and lighting,

where appropriate.

- Provide full accessibility.

Attachment 1 shows a site map of the proposed improvements. These improvements include hardscape, accessibility, landscaping, lighting, and related improvements.

On July 29, 2024, staff issued a request for qualifications (RFQ) for the Pre-qualification of Contractors for Construction of the Flagpole Plaza Project 2022-25. The purpose of this process was to receive statements of qualifications (SOQs) from multiple contractors, and based on review of these qualifications, establish a list of pre-qualified firms who would be eligible to bid on the construction of the project. The RFQ followed the Department of Industrial Relations (DIR) model forms for pre-qualification and assessed qualifiers based on factors such as experience, licenses, insurance, bonding capacity, prior work history and litigation. On August 20, 2024, a total of five SOQs were received and evaluated. Four of the five were found to be qualified based on a thorough review of each contractor's submitted qualifications, compliance with the essential criteria requirements, pre-qualification criteria requirements, organization history, and project experience. The following list summarizes the final status for each of the five firms who submitted SOQ's:

Firm	Location	Status
Robert A. Bothman, Inc.	Santa Clara, CA	Pre-qualified
McGuire and Hester	Oakland, CA	Pre-qualified
Golden Bay Construction, Inc.	Hayward, CA	Pre-qualified
GradeTech Inc.	Livermore, CA	Pre-qualified
Saboo Inc.	Brentwood, CA	Not qualified

Only the four pre-qualified firms will receive solicitations for construction bids. Staff recommends approval of the pre-qualified contractors listed above. The firm that was not qualified did not possess the insurance limits required for the project, which per DIR guidelines under the essential criteria requirements, was immediate grounds for disqualification.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the Flagpole Plaza Project 2022-25 in the 2023-2028 5-Year Capital Improvement Plan covers the cost of this agreement and all other project costs including construction, change orders, construction management, project management, and materials testing. No additional appropriations are necessary. Funding for this project, which is in the street right-of-way, is from the Gas Taxes (Fund 650) and Measure BB-Local Streets and Roads (Fund 688).

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places.

GOAL

3: Continue to implement the Downtown Specific Plan.

GUIDING DOCUMENT

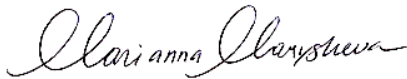
Fiscal Year 2023-2028 5-Year Capital Improvement Plan.

ATTACHMENTS

1. Site Map
2. Resolution

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:

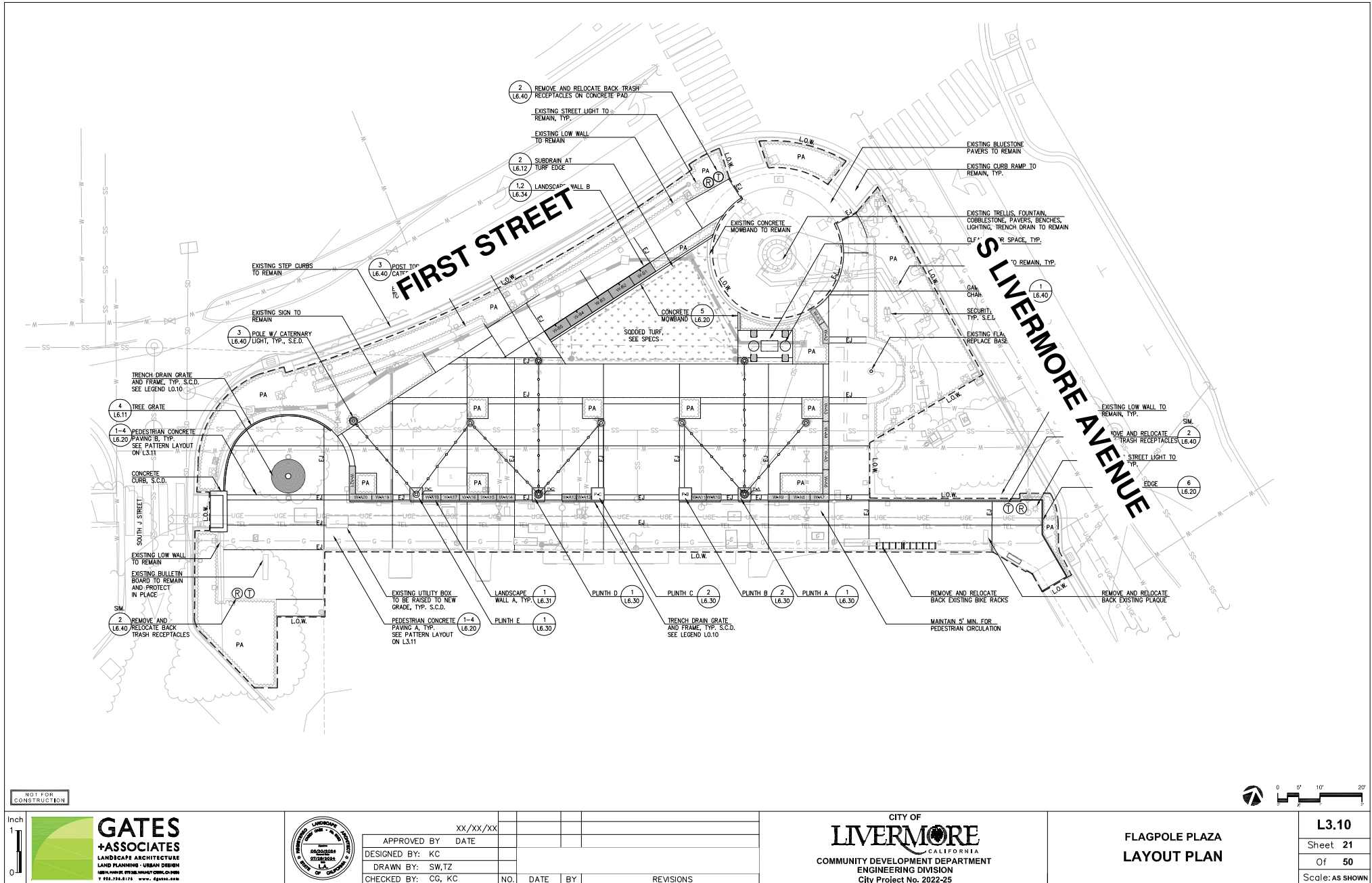


Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE LIST OF PRE-QUALIFIED CONTRACTORS
TO BID THE FLAGPOLE PLAZA PROJECT 2022-25,
INCLUDING ROBERT A. BOTHMAN, INC., MCGUIRE AND HESTER,
GOLDEN BAY CONSTRUCTION, INC., AND GRADETECH INC.

(FLAGPOLE PLAZA PROJECT 2022-25)

The Flagpole Plaza Project 2022-25 involves redesigning the Flagpole Plaza to accommodate outdoor dining, restore public areas, and comply with Americans with Disabilities Act (ADA) accessibility requirements. City of Livermore staff sent out Requests for Qualifications to contractors interested in being on a pre-qualification list for this project on July 29, 2024. On August 20, 2024, five Statements of Qualifications were received. Four of the five were found to be qualified based on a thorough review of each contractor's submitted qualifications, compliance with the essential criteria requirements, pre-qualification criteria requirements, organization history, and project experience.

The Engineering Division has established the list of four pre-qualified contractors for the Flagpole Plaza Project 2022-25 based upon the Department of Industrial Relations model for pre-qualification and assessed qualifiers based on factors such as experience, licenses, bonding capacity, prior work history and litigation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the following list of pre-qualified contractors to bid the Flagpole Plaza Project 2022-25:

- Robert A. Bothman, Inc.
- McGuire and Hester
- Golden Bay Construction, Inc.
- GradeTech Inc.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

Deborah L. Elam
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti

Tara Mazzanti
Assistant City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 5.9

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing an agreement with the Livermore Valley Joint Unified School District (LVJUSD) for Horizons Family Counseling to provide school-based mental health related services for LVJUSD students and their families on designated LVJUSD school campuses with a not-to-exceed amount of \$304,500 and a term ending December 31, 2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with the Livermore Valley Joint Unified School District for Horizons Family Counseling to provide school-based mental health related services to LVJUSD students and their families with a not-to-exceed amount of \$304,500 and a term ending December 31, 2026.

SUMMARY

For ten years, the City of Livermore has partnered with LVJUSD to partially fund school-based services provided by Horizons Family Counseling. Since 2022, LVJUSD and five other Alameda County school districts were awarded a grant from the Mental Health Services Act (MHSSA) requiring Alameda County to partner with the school districts to expand the mental health services for children and youth at schools.

On July 1, 2024, Alameda County Board of Supervisors approved an amendment to increase the funding for LVJUSD and the five other Alameda County school districts. As per the MHSSA grant, the term of the agreement between LVJUSD and Horizons Family Counseling is 2.5 years (July 1, 2024 to December 31, 2026) and the total amount not to exceed \$304,500 (July 1, 2024 to June 30, 2025 at \$131,500; July 1, 2025 to June 30, 2026 at \$131,500; and July 1, 2026 to December 31, 2026 at \$41,500).

This funding from LVJUSD would continue to support Horizons Family Counseling salaries and program services costs for the term of the agreement. Specifically, the mental health services include the following: up to 10 individual and/or group counseling sessions per student; 6 mental health related classroom trainings/presentations per academic year; and attend 6 COST meetings per academic year

not to exceed the reimbursable amounts per fiscal year.

DISCUSSION

Since 1973, Horizons Family Counseling, a division of the Livermore Police Department, has been dedicated to addressing the mental health needs and strengthening the relationship skills of the Tri-Valley youth and their families. Horizons' mission is to serve youth and families through counseling, education, and support services so they become contributors to the community and find safety, hope, and success in life. Our vision is that every young person is resilient, feels supported, and connected to family and community and ultimately find safety, hope and success in their lives.

In this effort, Horizons Family Counseling has collaborated with LVJUSD for the last 10 years providing services to the students and their families. The services offered include counseling, criminal diversion services, case management and crisis intervention. Students can confidentially discuss personal, social, and academic challenges at a low and affordable cost to the family.

Since 2022, these services for LVJUSD were funded by the MHSSA grant awarded by Alameda County Health. On July 1, 2024, Alameda County Board of Supervisors approved an amendment to increase the funding for LVJUSD and the five other Alameda County school districts. As per the MHSSA grant, the term of the agreement between LVJUSD and Horizons Family Counseling is 2.5 years (July 1, 2024 to December 31, 2026) and the total amount not to exceed \$304,5000 (July 1, 2024 to June 30, 2025 at \$131,500; July 1, 2025 to June 30, 2026 at \$131,500; and July 1, 2026 to December 31, 2026 at \$41,500). This funding from LVJUSD would continue to support salaries and program costs for the term of the agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The term of the reimbursement agreement is 2.5 years (July 1, 2024 to December 31, 2026) and the total amount not to exceed \$304,500 (July 1, 2024 to June 30, 2025 at \$131,500; July 1, 2025 to June 30, 2026 at \$131,500; and July 1, 2026 to December 31, 2026 at \$41,500). This funding from LVJUSD will continue to support Horizons Family Counseling salaries and program services costs and offset the need for the General Fund to cover those expenses for the term of the agreement. Specifically, the mental health services include the following: up to 10 individual and/or group counseling sessions per student; 6 mental health related classroom trainings/presentations per academic year; and Horizons staff to attend 6 LVJUSD Coordination of Services Team (COST) meetings for academic year not to exceed the reimbursable amount per fiscal year.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

3: Implement process that ensure a high degree of public trust and community support

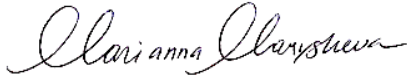
ATTACHMENTS

1. Resolution

2. Exhibit A - Agreement

Prepared by: Asceneth Paez-Arroyo
Youth and Family Services Manager -
Clinical

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 BETWEEN THE CITY OF LIVERMORE AND LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT FOR HORIZONS FAMILY COUNSELING TO PROVIDE SCHOOL-BASED MENTAL HEALTH RELATED SERVICES FOR THE TERM OF JULY 1, 2024 TO DECEMBER 31, 2026 IN THE AMOUNT OF \$304,500

The City of Livermore has been awarded \$304,500 from Livermore Valley Joint Unified School District ("LVJUSD") for the period of July 1, 2024 to December 31, 2026, to provide school-based counseling services such as individual/group counseling, classroom presentations, and continued collaboration amongst Livermore schools.

Funding from LVJUSD allows Horizons Family Counseling ("Horizons") to continue to provide high quality, safe, effective, and confidential services for Livermore students. In addition, the funding provides LVJUSD students access to receive free school-based counseling on-site.

Mental health impacts a person's thoughts, emotions, and behaviors while influencing stress management, relationships, and decision making. With continued funding from LVJUSD, Horizons will be able to fulfill its mission and vision that every young person is resilient, feels supported, and connected to family and community.

Approval of these funds would not increase the general fund contribution to the budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute the Standard Services Agreement, attached hereto as Exhibit A, between the City of Livermore and Livermore Valley Joint Unified School District for the term of July 1, 2024 to December 31, 2026, in the amount of \$304,500.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Standard Services Agreement

RESOLUTION NO. _____

**HORIZONS FAMILY COUNSELING SERVICES AGREEMENT
BETWEEN THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT AND
CITY OF LIVERMORE**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2024, between the Livermore Valley Joint Unified School District ("LVJUSD") and the City of Livermore, a municipal corporation ("City" hereinafter referred to as "Horizons Family Counseling" or "Horizons").

RECITALS

Horizons Family Counseling, a division of the Livermore Police Department, provides mental health related services to youth and families in the Tri-Valley area.

LVJUSD desires to utilize the services of Horizons Family Counseling to benefit the students attending schools in LVJUSD.

This Agreement memorializes the understanding between LVJUSD and Horizons Family Counseling, whereby Horizons Family Counseling receives payment for services to LVJUSD as outlined in this Agreement.

AGREEMENT

NOW, THEREFORE, LVJUSD and City hereby agree as follows:

1. **Description of Services.** Horizons shall provide mental health related services that include counseling services, consultation, and youth presentations to designated LVJUSD schools agreed upon by the parties, as more particularly described in the attached Exhibit A (collectively, the "Services").
2. **Term.** The term of this Agreement commences on July 1, 2024 and terminates on December 31, 2026
3. **Payment.**
 - (a) The total compensation payable by LVJUSD to Horizons for the Services shall not exceed \$304,500 ("not to exceed amount").
 - (b) LVJUSD shall pay Horizons no later than 30 days after LVJUSD receives a written invoice from Horizons and verifies the Services performed for the payment requested. Payment shall be paid in two equal installments by LVJUSD on

January 15, and June 15, after delivery of an invoice from Horizons to LVJUSD for services rendered.

4. **Records.** Horizons shall maintain records for program review, evaluation, audit and /or other purposes and make them available to LVJUSD upon request. These records shall be maintained for a period of five years after termination of this Agreement.

5. **Authorization.** This Agreement is authorized solely for the term of July 1, 2024 – December 31, 2026.

6. **Recipients of Services.** Services under this Agreement shall be provided to LVJUSD students and parents referred for services by LVJUSD School Principals, Vice Principals, Teachers, Child Welfare Attendance Workers, and Staff.

7. **Termination.** Either party may terminate any portion or all of the Services provided by Horizons by providing the other party at least 30 calendar-days written notice. Upon receipt of a termination notice, Horizons shall immediately stop all work in progress on the Services, except where disruption of the client-counselor relationship may require additional time to transition to another service provider, and provide an invoice to LVJUSD for Services performed prior to the termination date, which shall be payable within 30 days of receipt.

8. **Confidentiality.** Horizons shall not disclose any confidential or proprietary information received from LVJUSD or from recipients of Services under this Agreement to anyone except Horizon'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 LVJUSD.

9. **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 Horizons can be used in place of the original for all purposes with the same effect as if it was the original.

10. **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 HORIZONS: Attention: Asceneth Paez-Arroyo
 City of Livermore
 1052 S Livermore Avenue
 Livermore, California 94550

TO LVJUSD: Attention: Kelly Manke
 Livermore Valley Joint Unified School District
 680 East Jack London Blvd.
 Livermore, CA 94551

11. 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.

12. 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.

13. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

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.

**LIVERMORE VALLEY JOINT
UNIFIED SCHOOL DISTRICT:**

Dated:

DocuSigned by:

0243D4262D3F489...
 Kelly Manke
 Assistant Superintendent of
 Administrative Services

8/28/2024 | 7:20 PM PDT

**HORIZONS FAMILY COUNSELING
CITY OF LIVERMORE:**

Dated:

 Marianna Marysheva
 City Manager

APPROVED AS TO FORM: DS
DocuSigned by:

D48B6A0C4F27411...
 Deputy/Assistant/City Attorney

Attachment:
 Exhibit A – Scope of Services

EXHIBIT A

SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES

Horizons Family Counseling will be partnering with Livermore Valley Joint Unified School District to provide mental health related services to LVJUSD students at designated school sites. School sites are determined by an assessment of needs held by the LVJUSD Wellness Coordinator and Horizons Family Counseling Clinical Manager.

A. Mental Health Related Services

- Provide up to 10 individual and/or group counseling sessions per student; exceptions can be made for special circumstances
- Provide 6 Mental Health Related classroom trainings/presentations for LVJUSD students during each academic year
- Attend 6 Coordination of Services Team (COST) meeting per school, per year
- Provide continued collaboration with LVJUSD Wellness Centers, School Psychologists, School Counselors, and other school personnel

B. Horizons Family Counseling Responsibilities:

- The Clinical Program Manager will act as the liaison between Horizons Family Counseling and Shari Johnston, Wellness Coordinator
- Provide up to 20 hours of mental health related services such as individual/group counseling, classroom presentations, and consultation, a week during each academic year to designated schools agreed upon Horizons Family Counseling and LVJUSD
- As mandated reporters, submit reports to Children and Family Services as necessary. These reports are not part of the individuals school record nor will be passed to school personnel
- All records are confidential and will not be part of the child's school record. We work collaboratively with school personnel, but will not release details about the specific content of the youth's counseling without written consent from a legal guardian
- Maintain a standard of professionalism and behavior consistent with the expectations of LVJUSD
- Provide a summary of stats/generic data at the end of the year for the designated school sites
- Notify the school site staff if Horizons Family Counseling will be late or absent on assigned day; or of any staff changes
- To the extent possible and in collaboration with the school site staff, provide services that do not interfere with classroom work or disrupt the normal activities of the school site

EXHIBIT A**SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES****C. LVJUSD School Site Responsibilities:**

- School personnel such as the COST Teams, school administrators, school counselors to provide appropriate referrals and collaborate with Horizons Family Counseling to determine student referral process and criteria for student referral
- Provide a designated staff person responsible for implementing and maintaining communication with Horizons Family Counseling in a timely and regular manner
- Provide school policies and procedures, including but not limited to consent and confidentiality policies.
- Provide reasonable space, as agreed upon by school and Horizons Family Counseling, to facilitate services to students. Horizons Family
- Provide the use of reasonable resources (i.e.: telephone, voicemail, copiers...)
- Provide ongoing support as needed to facilitate the provision of services.
- Collaborate with Horizons Family Counseling to determine student referral process and criteria for student referral.

D. Criminal Background Checks and Tuberculosis Testing

Horizons Family Counseling staff who will provide counseling services on any school site will have a criminal background check, fingerprinting, and tuberculosis performed and approved.

- LVJUSD shall reimburse the cost of each tuberculosis test and fingerprinting for each staff member

E. Payment of Services

- LVJUSD may be charged for up to 10 sessions of a LVJUSD student receiving services provided by Horizons Family Counseling within 1 academic year
- These sessions will be funded from LVJUSD through the Federal American Rescue Plan Act/Mental Health Student Services Act .
- Any additional school-based counseling sessions after the 10 sessions will be charged to the County of Alameda Probation Department or directly to the guardian/family of the student.

EXHIBIT A

SCHOOL BASED COUNSELING & EDUCATIONAL SERVICES

F. Budget Summary (7/1/24-12/31/26)

Budget Item	FY24-25 Reimbursement Amount (7/1/24- 6/30/25)	FY25-26 Reimbursement Amount (7/1/25- 6/30/26)	FY26-27 Reimbursement Amount (7/1/26- 12/31/26)	Total for Contract Period (7/1/24- 12/31/26)
Subcontract Expenses				
Subcontract with Horizons Family Counseling (Horizons) to provide multi-tiered mental health support at 8 school locations	131,500	131,500	41,500	304,500
NOT TO EXCEED TOTAL AMOUNT	\$131,500	\$131,500	\$ 41,500	\$304,500



CITY COUNCIL STAFF REPORT

ITEM NO. 5.10

DATE: September 23, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan dated October 2024 to reflect salary increases for the Association of Livermore Employees (ALE) as previously approved in ALE's Memorandum of Understanding (MOU) effective October 7, 2024, and retitling and moving the Assistant Administrative Services Director, Assistant City Attorney, and Deputy City Attorney classifications to Management Confidential.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan dated October 2024 to reflect salary increases in accordance with California Code of Regulations, Title 2, Section 570.5 for the Association of Livermore Employees and retitling and moving the Assistant Administrative Services Director, Assistant City Attorney, and Deputy City Attorney classifications to Management Confidential.

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate wage related adjustments for the Association of Livermore Employees as approved in the Memorandum of Understanding (MOU) effective October 7, 2024;
2. Retitle, assign new Job Classification Codes, and move to Management Confidential the following classifications:
 - Assistant Administrative Services Director (Job Class 2010) to Assistant Administrative Services Director (Confidential) (Job Class 2405)
 - Assistant City Attorney (Job Class 2015) to Assistant City Attorney (Confidential) (Job Class 2442)
 - Deputy City Attorney (Job Class 2075) to Deputy City Attorney (Confidential) (Job Class 2444).

DISCUSSION

Staff is recommending the following changes to the Salary Plan:

1. The Association of Livermore Employees MOU, approved by the City Council on October 11, 2021, provides for a base salary increase of 2% plus an additional \$796.80 to annual salaries, in recognition of rising medical costs, effective October 7, 2024.

2. Human Resources recently completed a review of the Assistant Administrative Services Director, Assistant City Attorney, and Deputy City Attorney classifications. These classifications, in the regular course of their duties, have access or advance knowledge of information relating to the City's administration of or decision-making process for employer-employee relations and, as a result, will be moved to the Management Confidential Group based on those duties and responsibilities. Each classification will be retitled and assigned a new Job Classification code in Management Confidential as follows:

- Assistant Administrative Services Director (Job Class 2010) to Assistant Administrative Services Director (Confidential) (Job Class 2405)
- Assistant City Attorney (Job Class 2015) to Assistant City Attorney (Confidential) (Job Class 2442)
- Deputy City Attorney (Job Class 2075) to Deputy City Attorney (Confidential) (Job Class 2444).

FISCAL AND ADMINISTRATIVE IMPACTS

These MOU adjustments have already been included in the FY 2024-25 adopted budget. There are no costs associated with moving the three classifications to Management Confidential.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

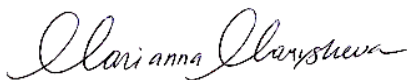
ATTACHMENTS

1. Resolution

2. Exhibit A - Salary Plan effective October 2024

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 AMENDING THE CITY OF LIVERMORE SALARY
PLAN DATED OCTOBER 2024, 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:

- Incorporate wage related adjustments for the Association of Livermore Employees as approved in the Memorandum of Understanding effective October 7, 2024;
- Retitle, assign new Job Classification Codes, and move to Management Confidential the following classifications:
 - Assistant Administrative Services Director (Job Class 2010) to Assistant Administrative Services Director (Confidential) (Job Class 2405)
 - Assistant City Attorney (Job Class 2015) to Assistant City Attorney (Confidential) (Job Class 2442)
 - Deputy City Attorney (Job Class 2075) to Deputy City Attorney (Confidential) (Job Class 2444).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated October 2024, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 23, 2024, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Deborah L. Elam
Acting City Clerk

/s/ Jason R. Alcala

Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated October 2024



Salary Plan

October 2024

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.15050	34.73689	36.39769	38.14152	39.97256
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08865	31.51704	33.01684	34.59163	36.24516
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.02318	37.74829	39.55965	41.46159	43.45863
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.94474	45.03479	47.22936	49.53364	51.95315
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.22142	33.75644	35.36821	37.06059	38.83756
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.07241	36.75000	38.51145	40.36097	42.30297
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.71524	41.62496	43.63015	45.73561	47.94634
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94494	58.66613	61.52340	64.52351
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.96883	49.24123	51.62724	54.13256	56.76313
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.44029	52.88626	55.45453	58.15121	60.98272
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.90452	54.42370	57.06884	59.84623	62.76249
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.42370	57.06884	59.84623	62.76249	65.82457
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.93397	58.65463	61.51130	64.51082	67.66032
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.63918	38.45199	40.35544	42.35405	44.45260

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		STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST	94,785.75	99,366.87	104,177.02	109,227.71	114,530.91
		7,898.81	8,280.57	8,681.42	9,102.31	9,544.24
		1,822.80	1,910.90	2,003.40	2,100.53	2,202.52
		45.57007	47.77253	50.08511	52.51332	55.06294
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.85795	39.67480	41.58249	43.58556	45.68879
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.36927	50.74951	53.24878	55.87300	58.62844
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.93045	35.55093	37.25243	39.03900	40.91491
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87733	45.99515	48.21887	50.55376	53.00540
5090	ELECTRICIAN	97,836.02	102,608.89	107,620.41	112,882.49	118,407.69
		8,153.00	8,550.74	8,968.37	9,406.87	9,867.31
		1,881.46	1,973.25	2,069.62	2,170.82	2,277.07
		47.03655	49.33120	51.74058	54.27043	56.92677
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.97684	49.24965	51.63608	54.14183	56.77288
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.96292	48.18502	50.51823	52.96809	55.54045
4071	ENGINEERING TECHNICIAN, ASSOC	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547

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4072	ENGINEERING TECHNICIAN, SENIOR	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
		8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.14258	53.62367	56.22880	58.96420	61.83636
5030	FACILITIES MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83939	34.40531	36.04953
5031	FACILITIES MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5032	FACILITIES MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5033	FACILITIES MAINTENANCE WORKER, SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.23651	48.47230	50.81987	53.28481	55.87300
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92772	31.34806	32.83941	34.40533	36.04955
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94492	58.66613	61.52339	64.52350
5050	GROUNDSKEEPER TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063

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		STEP A	STEP B	STEP C	STEP D	STEP E
5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.93493	41.87450	43.91104	46.04942	48.29471
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.78209	45.91401	48.15253	50.50298	52.97095
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.15963	42.09156	44.12009	46.25004	48.48650
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.22502	37.96023	39.78219	41.69525	43.70396
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.10350	42.03263	44.05822	46.18508	48.41828
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.13564	35.76638	37.47865	39.27653	41.16432
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519

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5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC	86,146.96	90,296.14	94,652.75	99,227.22	104,030.41
		7,178.91	7,524.68	7,887.73	8,268.94	8,669.20
		1,656.67	1,736.46	1,820.25	1,908.22	2,000.58
		41.41681	43.41161	45.50613	47.70539	50.01462
5071	MECHANIC SENIOR	93,456.84	97,971.51	102,711.90	107,689.32	112,915.62
		7,788.07	8,164.29	8,559.33	8,974.11	9,409.64
		1,797.25	1,884.07	1,975.23	2,070.95	2,171.45
		44.93117	47.10169	49.38072	51.77371	54.28636
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484

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4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4301	PUBLIC SAFETY DISPATCHER, SENIOR	88,914.77	93,202.33	97,704.28	102,431.32	107,394.72
		7,409.56	7,766.86	8,142.02	8,535.94	8,949.56
		1,709.90	1,792.35	1,878.93	1,969.83	2,065.28
		42.74749	44.80881	46.97321	49.24583	51.63208

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
4302	PUBLIC SAFETY DISPATCHER, SUPERVISING	97,758.70	102,488.47	107,454.71	112,669.28	118,144.56
		8,146.56	8,540.71	8,954.56	9,389.11	9,845.38
		1,879.98	1,970.93	2,066.44	2,166.72	2,272.01
		46.99938	49.27330	51.66092	54.16792	56.80027
4310	PURCHASING SPECIALIST, SUPERVISING	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
		7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL TECHNICIAN TRAINEE	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
		6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL TECHNICIAN	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
		6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL TECHNICIAN, SENIOR	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS SYSTEMS TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS SYSTEMS WORKER I	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
		5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS SYSTEMS WORKER II	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
		6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192
5153	WASTEWATER COLLECTIONS SYSTEMS WORKER III	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
		7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
5160	WATER DISTRIBUTION OPERATOR TRAINEE	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
		5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION OPERATOR I	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
		6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION OPERATOR II	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
		7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION OPERATOR III	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
		7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION SENIOR OPERATOR	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
		7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION SUPERVISING OPERATOR	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
		8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES COORDINATOR	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
		8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES COORDINATOR - ELECTRICAL & INSTRUMENTATION	102,608.89	107,620.41	112,882.49	118,407.69	124,209.15
		8,550.74	8,968.37	9,406.87	9,867.31	10,350.76
		1,973.25	2,069.62	2,170.82	2,277.07	2,388.64
		49.33120	51.74058	54.27043	56.92677	59.71594
5100	WR INSTRUMENT CONTROL TECHNICIAN	93,416.70	97,968.60	102,748.11	107,766.58	113,035.97
		7,784.73	8,164.05	8,562.34	8,980.55	9,419.66
		1,796.48	1,884.01	1,975.93	2,072.43	2,173.77
		44.91188	47.10029	49.39813	51.81086	54.34422
5110	WR LABORATORY TECHNICIAN	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
		7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

**CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/06/2024**

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	115,358.76	121,126.70	127,183.04	133,542.19	140,219.30
		9,613.23	10,093.89	10,598.59	11,128.52	11,684.94
		2218.44	2329.36	2445.83	2568.12	2696.53
		55.46094	58.23399	61.14569	64.20298	67.41313
3100	POLICE SERGEANT	143,541.70	150,718.78	158,254.72	166,167.46	174,475.83
		11,961.81	12,559.90	13,187.89	13,847.29	14,539.65
		2760.42	2898.44	3043.36	3195.53	3355.30
		69.01043	72.46095	76.08400	79.88820	83.88261
3120	POLICE TRAINEE (Non-Sworn)	40.40550	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
\$7,900 - \$18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		\$14,447.70	-	\$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		\$13,440.01	-	\$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		\$12,776.71	-	\$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		\$12,643.58	-	\$15,804.48
2200	Senior Transportation Engineer			
		\$12,132.52	-	\$15,165.65
2140	Permit Center Manager			
		\$12,108.13	-	\$15,135.16
2190	Senior Civil Engineer			
		\$11,963.50	-	\$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		\$11,615.05	-	\$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2240	Youth and Family Services Manager - Clinical			
		\$10,966.23	-	\$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
\$7,900 - \$18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		\$10,424.41	-	\$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Systems Administrator			
2215	Water Distribution Operations Manager			
		\$10,313.76	-	\$12,892.20
2065	Construction Inspection Manager			
		\$10,266.69	-	\$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		\$9,742.94	-	\$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		\$7,923.28	-	\$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
\$7,920 - \$19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	\$14,447.70	-	\$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	\$15,576.62	-	\$19,470.78
2442	Assistant City Attorney (Confidential)*	\$14,447.70	-	\$18,059.62
2400	Assistant to the City Manager (Confidential)	\$12,776.71	-	\$15,970.89
2444	Deputy City Attorney (Confidential)*	\$10,266.69	-	\$12,833.36
2420	Human Resources Manager (Confidential)	\$13,440.01	-	\$16,800.01
2450	Human Resources Analyst, Senior (Conf)	\$10,424.41	-	\$13,030.51
2411	Human Resources Analyst II (Confidential)	\$9,742.94	-	\$12,178.68
2410	Human Resources Analyst I (Confidential)	\$7,923.28	-	\$9,904.10
2460	Management Analyst, Senior (Confidential)	\$10,424.41	-	\$13,030.51
2431	Management Analyst II (Confidential)	\$9,742.94	-	\$12,178.68
2430	Management Analyst I (Confidential)	\$7,923.28	-	\$9,904.10
2465	Risk Manager (Confidential)	\$11,767.27	-	\$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
\$14,860 - \$23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	\$18,433.26	-	\$23,041.57
3010	Police Lieutenant	\$14,863.78	-	\$18,579.73

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
\$5,240 - \$10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	\$5,248.02	-	\$6,560.02
2610	Administrative Specialist I	\$6,074.42	-	\$7,593.03
2611	Administrative Specialist II	\$6,831.78	-	\$8,539.72
2620	Executive Assistant	\$8,745.71	-	\$10,932.14
2630	Human Resources Clerk I	\$6,074.42	-	\$7,593.03
2631	Human Resources Clerk II	\$6,682.54	-	\$8,353.18
2640	Human Resources Technician	\$7,332.50	-	\$9,165.63
2650	Law Office Supervisor	\$8,745.71	-	\$10,932.14
2660	Legal Assistant	\$7,262.82	-	\$9,078.52

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
\$14,095 - \$25,416/month
Effective November 20, 2023

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	\$16,435.43	-	\$20,544.29
1200	Assistant City Manager	\$17,729.26	-	\$22,161.58
1220	Community Development Director	\$16,435.43	-	\$20,544.29
1205	Deputy City Manager	\$14,095.31	-	\$17,619.14
1210	Deputy City Manager/City Clerk	\$14,095.31	-	\$17,619.14
1225	Innovation & Economic Development Dir	\$16,435.43	-	\$20,544.29
1230	Library Services Director	\$16,435.43	-	\$20,544.29
1235	Police Chief*	\$20,841.11	-	\$26,051.39
1240	Public Works Director	\$16,435.43	-	\$20,544.29

*2.5% Salary Adjustment effective 07/01/2024

**CITY OF LIVERMORE
APPOINTED MANAGEMENT**

Class Code	Classification	Annual Salary	Effective
1000	City Manager	\$344,796	11/20/2023
1100	City Attorney	\$307,580	11/20/2023

**CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE**

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	\$16.00 - \$26.00	01/01/24
8205	Field/Maintenance Aide	\$16.00 - \$26.00	01/01/24
8210	Law Clerk	\$16.00 - \$26.00	01/01/24
8230	Temporary Librarian	\$22.00 - \$32.00	01/01/24
8235	Temporary Library Assistant	\$20.00 - \$30.00	01/01/24
8240	Temporary Library Clerk	\$18.00 - \$28.00	01/01/24
8215	Library Aide	\$16.00 - \$20.00	01/01/24
8220	Police Cadet	\$16.00 - \$26.00	01/01/24
8225	Special Projects Coordinator	\$20.00 - \$100.00	12/20/21



CITY COUNCIL STAFF REPORT

ITEM NO. 11.1

DATE: September 23, 2024
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.

8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports
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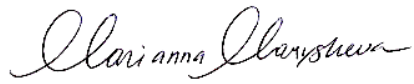
DISCUSSION

ATTACHMENTS

[8.0 Council Reports](#)

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	9/11/2024	City of Livermore and Livermore-Pleasanton Fire Department (LPFD)	Gathering	Attended the 9/11 observance at Station #9
Mayor Marchand	9/11/2024	Visit Tri-Valley	Regional update	Update on VTV activities and potential sports/event center for the Tri-Valley. VTV is vetting potential locations.
Mayor Marchand	9/11/2024	Alameda County Mayors Conference	Meeting	Heard the City report from Fremont, a presentation on a new eVTOL commuter technology company and made an appointment to LAFCO,
Mayor Marchand	9/12/2024	City of Livermore	History and government Presentations	Made presentations to students from Marylin Avenue School in the Mendenhall Room.
Mayor Marchand	9/12/2024	Livermore Police Department	Ceremonies	Attended the badge-pinning, promotion and retirement ceremonies.
Mayor Marchand	9/13/2024	Innovation Tri-Valley (ITV)	Board Meeting	Received a recap of ITV activities and participated on a visioning workshop.
Mayor Marchand	9/15/2024	Livermore Lions Club	Anniversary	Presented a proclamation recognizing the 100th anniversary of the Livermore Lions Club.
Mayor Marchand	9/16/2024	Tri-Valley Cities Council	Mayor-Manager meeting	Heard legislative updates and set the agenda for the next TVCC meeting
Mayor Marchand	9/18/2024	Valley Link	Tri-Valley-San Joaquin Valley Regional Rail Authority - Valley Link – Joint Powers Authority (JPA) meeting	Approved financials and received an update of JPA activities
Mayor Marchand	9/18/2024	Livermore Valley Chamber of Commerce	5th Annual Multi Chamber Business Expo & Mixer.	Networked with other local chambers and businesses
Mayor Marchand	9/19/2024	City of Livermore	Mayor's Report	Provided an update on City activities.
Mayor Marchand	9/20/2024	Livermore-Pleasanton Fire Department (LPFD)	Badge-pinning and promotion ceremony	Attended ceremony
Mayor Marchand	9/20/2024	City of Livermore	Retirement	Presented a proclamation for the retirement of Hamm Inthavong.
Mayor Marchand	9/21/2024	Livermore Valley Arts	Celebration	Attended the Celebration of Indigenous Peoples Day at Shea Plaza at the Bankhead.

Item 8.0
Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Carling	9/20/2024	Alameda Landfill Open Space Committee (ALOSC)	Board Meeting

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	9/15/2024	City of Livermore	100 year anniversary of the Livermore Lions Club	Director of Fertile Ground Works was awarded The Citizen of The Year, several members received Melvin Jones Awards -Ann Lopez, Pam Tegge & Ben Barrientos. Mayor Marchand presented a proclamation from the City
Council Member Barrientos	9/18/2024	Ava Community Energy	Board of Directors Meeting	The board voted to accept power from the Diablo Canyon Nuclear Power Plant ("DCPP")
Council Member Barrientos	9/16/2024	Trails Committee	Meeting	Discussed how to engage several entities on the connection of several trails throughout our area

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	9/17/2024	Livermore Downtown Inc (LDI)	Board Meeting
Council Member Branning	9/12/2024	Livermore Police Department (LPD)	Swearing in/Awards Ceremony
Council Member Branning	9/20/2024	Livermore-Pleasanton Fire Department (LPFD)	Badge Pinning Ceremony
Council Member Branning	9/11/2024	Visit Tri-Valley	Cirque Tri-Valley
Council Member Branning	9/21/2024	Sunflower Hill	Fundraiser Gala