LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, MARCH 10, 2025

REGULAR MEETING – 7:00 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
Evan Branning, Vice Mayor
Ben Barrientos, Council Member
Steven Dunbar, Council Member
Kristie Wang, Council Member

1. CLOSED SESSION - NONE

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Steven Dunbar
Council Member Kristie Wang
Vice Mayor Evan Branning
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 - February 24, 2025 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2025-02-24

5.2 Adoption of ordinances approving a Municipal Code Amendment (MUNI) 24-002, Development Code Amendment (DCA) 24-004, and authorizing execution of a Development Agreement (DA) 24-003 for the Parkwest Casino 580 Expansion Project and citywide cardroom operations.

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

1. **Adopt an ordinance** approving Municipal Code Amendment (MUNI) 24-002 and Development Code Amendment (DCA) 24-004; and
2. **Adopt an ordinance** authorizing execution of Development Agreement (DA) 24-003.

Staff Report
Attachments:
1. Ordinance for Municipal Code Amendment and Development Code Amendment
2. Exhibit A - Municipal Code Amendment
3. Exhibit B - Livermore Development Code Text Amendment
4. Ordinance Adopting Development Agreement 24-003
5. Exhibit A - Development Agreement

5.3 Resolution declaring parcels within the City which contain weeds, refuse, rubbish, and/or dirt a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 14, 2025, to receive protests and direct staff to proceed with field abatement work.

Recommendation:
Staff recommends that the City Council adopt a resolution declaring parcels within the City which contain weeds, refuse, rubbish, and/or dirt a public nuisance requiring abatement, direct staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 14, 2025, to receive protests and direct staff to proceed with field abatement work.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - List of Parcels & Property Owners

5.4 Resolution authorizing the execution of a first amendment to the Subdivision Improvement Agreement with Shea Homes Inc. and Shea Center Livermore LLC, for the Shea Portola project at the northeast corner of Portola Avenue and Collier Canyon Road.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied,
2. Approving and authorizing execution of a first amendment to the Subdivision Improvement Agreement for Tract 8613 which includes a 12-month extension (24 months in total) to complete the required improvements, an increase in funding for certain offsite improvements by $85,000, and a reduction to the faithful performance

bonds; and
3. Directing the City Clerk to record the amendment to the Subdivision Improvement Agreement with the County Recorder.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - First Amendment to Subdivision Improvement Agreement

5.5 Resolution adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan, authorizing an allocation of funds in FY 2024-25, and authorizing execution of a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers for engineering design services for storm damage repair and flood protection projects, increasing the not-to-exceed agreement amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan;
2. Allocating $100,000 in Stormwater Fund 611 to the FY 2024-25 budget for Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25;
3. Authorizing the City Manager to execute a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers for engineering design services for Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, FEMA PA-09-CA-4344138; Golf Course Damage Repairs Project 2021-32, FEMA PA-09-CA-4308-PW-00602; Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, FEMA PA-09-CA-4308-PW-00974 and the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25, and increasing the not-to-exceed agreement amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030; and
4. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

Staff Report
Attachments:
1. Project Locations
2. CIP Book Page
3. Resolution
4. Exhibit A - Second Amendment

5.6 Resolutions accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant funding request, finding the acquisition of the Goecken Road Property is categorically exempt from CEQA, appropriating supplemental funds for the acquisition of the Goecken Road Property and authorizing the City Manager to enter into a Purchase and Sale Agreement for open space land (82 acres - APNs: 99B-5680-14 and 99B-

5680-18).

Recommendation:
Staff recommends the City Council adopt separate resolutions:

1. Accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant funding request for the Goecken Road Property in the amount of $650,000 and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378;
2. Determining the acquisition of the Goecken Road Property is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition;
3. Approving a supplemental appropriation of funds from the Transferable Development Credits Fund (LEAP Fund 582) in the amount of $670,000 to acquire the Goecken Road Property; and,
4. Authorizing the City Manager to enter into a Purchase and Sale Agreement and execute all documents necessary to acquire the Goecken Road Property.

Staff Report
Attachments:
1. Financial Analysis
2. Project Location
3. Resolution Concurrence of Funds ALOSC
4. Resolution CEQA
5. Resolution Concurrence of Funds TDC
6. Resolution Authorizing Purchase and Sale Agreement
7. Exhibit A - Planning Commission Resolution
8. Exhibit B - Purchase and Sale Agreement

5.7 Resolution authorizing the City Manager, on behalf of Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD to accept $30,000 in grant funds from the Bay Area Urban Area Security Initiative for Class 1 Multi-Threat HazMat Suits, appropriating $30,000 in Livermore-Pleasanton Fire Department's (LPFD) Equipment Replacement Fund for Fiscal Year 2024-25, and authorizing the purchase of Class 1 Multi-Threat HazMat Suits.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager, on behalf of and for the Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD, to execute a grant agreement, including approving minor changes to the proposed grant agreement, and accept a $30,000 grant from the Bay Area Urban Area Security Initiative; and
2. Authorizing an appropriation of $30,000 in Livermore-Pleasanton Fire Department's Equipment Replacement Fund budget in FY 2024-25 and authorizing the purchase of Class 1 Multi-Threat HazMat Suits.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Grant Agreement

5.8 Resolutions initiating proceedings under Proposition 218 by scheduling a public hearing to consider proposed updated wastewater service charges, authorizing the mailing of notice of the public hearing, and establishing procedures for considering objections to the proposed wastewater charges; and approving guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City of Livermore pursuant to Article XIII D, Section 6 of the California constitution.

Recommendation:

Staff recommends the City Council adopt two resolutions:

1. Initiating proceedings under Proposition 218 by scheduling a public hearing to consider proposed updates to the City's wastewater service charges, authorizing the mailing of notice of the public hearing, and establishing procedures for considering objections to the proposed wastewater charges; and
2. Approving guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City of Livermore pursuant to Article XIII D, Section 6 of the California constitution.

Staff Report

Attachments:

1. Resolution to Approve Prop 218 Process
2. Exhibit A - Prop 218 Notice Form
3. Resolution to Approve Prop 218 Protest Submission and Tabulation Procedures

6. PUBLIC HEARINGS

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

6.1 Public hearing adding Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and authorizing and directing actions related thereto.

Recommendation:

Staff recommends the City Council take the following actions in connection with the proposed addition of Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services):

1. Conduct the public hearing and consider written and oral protests; and
2. Adopt the resolution adding Assessor 's Parcel Number 904-0010-002-10 to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

Staff Report

Attachments:

1. Annexation Area Map
2. Resolution

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. ADJOURNMENT

To a Regular City Council meeting on Monday, March 24, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:

1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - February 24, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-02-24

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
FEBRUARY 24, 2025

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Vice Mayor Branning at 6:30 p.m., held in person at 1016 S. Livermore Avenue.

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

Absent: Mayor John Marchand.

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

Vice Mayor Branning opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

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

Hinderliter, de Llamas and Associates v. City of Livermore, Alameda County Superior Court Case No. 25CV109909.

Mayor Marchand arrived at 6:31 p.m.

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring February 2025 as American Heart Month, presented to Padmaja Vasireddy, Community Impact Manager for Health Strategies and Lisa Bellini, Senior Community Impact Director for Health Strategies American Heart Association.

Mayor Marchand presented a proclamation to Padmaja Vasireddy, Community Impact Manager for Health Strategies.

Ms. Vasireddy made brief comments.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Mike Ramos provided a comment.

Mateusz (Matt) Monterial 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.

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

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

5.1 Approval of draft minutes - February 10, 2025 Regular Meeting.

5.2 Adoption of Ordinance 2169 amending Livermore Municipal Code Chapter 13.35 Sewer Service and Use Charges Section 13.36.050 Rater per Service Unit.

5.3 Adoption of Ordinance 2170 establishing a permanent Building Appeals Board by adding new chapter 15.90 to the Livermore Municipal Code and amending sections 8.15.125, 15.20.100, 15.20.110, and 15.20.120.

5.4 Resolution 2025-023 authorizing a supplemental appropriation of Measure BB-Local Streets and Roads, Fund 830, in the amount of $150,000 in FY 2024-25 and awarding a construction contract with Devaney Engineering, Inc. in an amount not-to-exceed $646,011 for the construction of the Springtown Water Service Replacement Project 2023-14.

5.5 Resolution 2025-024 authorizing execution of a second amendment to the agreement with Chrisp Company to continue providing on-call pavement striping and traffic sign installation services, increasing the not-to-exceed agreement amount from $200,000 to $400,000 and extending the term of the agreement from May 1, 2026, to December 31, 2027.

5.6 Resolution 2025-025 authorizing additional appropriations and execution of consultant amendments for the Livermore Village (L Street) Parking Garage Construction Project DR586003.

5.7 Resolution 2025-026 authorizing execution of a first amendment to the agreement with David L. Gates & Associates, Inc. for additional landscape design and construction support services for the Flagpole Plaza Project 2022-25, increasing the not-to-exceed contract amount from $280,528 to $320,528, with a term ending May 1, 2026.

5.8 Resolution 2025-027 authorizing execution of an agreement with SVA Architects Inc., in an amount not-to-exceed $553,000 and a term ending April 30, 2028, to provide design and construction support services for the Fleet Shop Expansion Project 2022-12 at the Maintenance Service

5.9 Resolution 2025-028 authorizing a first amendment to the agreement with Livermore Valley Joint Unified School District (LVJUSD) to include the requirements of insurance coverage for Horizons Family Counseling who provide school-based services at LVJUSD school sites, in the amount of $304,500 for Horizons Family Counseling for the period of July 1, 2024, to December 31, 2026.

6. PUBLIC HEARINGS

6.1 Hearing to consider a request for a Municipal Code Amendment, Development Code Amendment, Conditional Use Permit Modification, Development Agreement, Site Plan Design Review, and Site Plan Design Review Modification for the Parkwest Casino 580 Expansion Project and citywide cardroom operations.

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

1. Adopt a resolution approving the Initial Study/Mitigated Negative Declaration for the Parkwest Casino 580 Expansion Project, which includes city-wide Municipal Code and Development Code Amendments, pursuant to the California

Environmental Quality Act (CEQA);

2. Adopt a resolution approving Conditional Use Permit Modification (CUPM) 24-001, Site Plan Design Review (SPDR) 24-010 and Site Plan Design Review Modification (SPDRM) 24-024;

3. Introduce an ordinance and waive the first reading, approving Municipal Code Amendment (MUNI) 24-002 and Development Code Amendment (DCA) 24-004; and,

4. Introduce an ordinance and waive the first reading, authorizing execution of Development Agreement (DA) 24-003.

Special Projects Coordinator Susan Frost presented the staff report.

Mayor Marchand opened the public hearing.

Sherri Souza provided a comment.

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

Don Park, Owner, Parkwest Casinos provided comments.

Mike Vasey, Chief Financial Officer, Parkwest Casinos provided comments.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY MAYOR MARCHAND WITH AN AMENDMENT TO THE MOTION BY COUNCIL MEMBER DUNBAR TO CONTINUE THE ROAD IMPROVEMENTS ALONG NORTH CANYONS PARKWAY, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCES:

Resolution 2025-029 approving the Initial Study/Mitigated Negative Declaration for the Parkwest Casino 580 Expansion Project, which includes city-wide Municipal Code and Development Code Amendments, pursuant to the California Environmental Quality Act (CEQA)

Resolution 2025-030 approving Conditional Use Permit Modification (CUPM) 24-001, Site Plan Design Review (SPDR) 24-010 and Site Plan Design Review Modification (SPDRM) 24-024

Ordinance introduced approving Municipal Code Amendment (MUNI) 24-002 and Development Code Amendment (DCA) 24-004

Ordinance introduced authorizing execution of Development Agreement (DA) 24-003.

6.2 Hearing to authorize negotiation of a Development Agreement with the

Adventus Corporation to secure community benefits associated with requested land use designation changes to be considered as part of the proposed General Plan Update. Location: 3658 Las Colinas Road.

Recommendation: Staff recommended the City Council adopt a resolution authorizing staff to proceed with negotiating terms for a Development Agreement (DA24-004) with the Adventus Corporation to secure community benefits associated with requested land use designation changes to be considered by the City Council at a later date as part of the proposed General Plan Update.

Assistant Planner Shannon Pagan presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

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

Resolution 2025-031 authorizing staff to proceed with negotiating terms for a Development Agreement (DA24-004) with the Adventus Corporation to secure community benefits associated with requested land use designation changes to be considered by the City Council at a later date as part of the proposed General Plan Update

7. MATTERS FOR CONSIDERATION

7.1 2045 Comprehensive General Plan Update – 2045 Draft General Plan Land Use Map

Recommendation: Staff recommended the City Council receive an update on 2045 Draft General Plan Land Use Map.

Principal Planner Andy Ross presented the staff report.

Mayor Marchand opened the public comment period.

Mike Bray, McGrath RentCorp provided a comment.

Constance Kopps provided a comment.

John Steinbuch provided a comment.

Mateusz (Matt) Monterial provided a comment.

Sean O'Neal provided a comment.

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

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

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

Tri-Valley Haven Council Member Wang announced ticket availability for an upcoming gala April 25, 2025.

StopWaste Council Member Barrientos noted his attendance at the meeting on February 13, 2025.

City of Livermore Council Member Barrientos noted his attendance at the Employee Service Awards luncheon event on February 19, 2025.

Ava Community Energy Council Member Barrientos noted his attendance at the board meeting on February 19, 2025.

Livermore Amador Valley Transit Authority (LAVTA) Vice Mayor Branning noted his attendance at the board meeting on February 24, 2025.

Downtown Livermore Vice Mayor Branning encouraged residents to eat and shop locally during construction.

Visit Tri-Valley Council Member Dunbar urged residents to eat and shop local during Restaurant Week.

9. ADJOURNMENT – at 9:04 p.m. to a Regular City Council Meeting on Monday, March 10, 2025 at 7:00 p.m., Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of ordinances approving a Municipal Code Amendment (MUNI) 24-002, Development Code Amendment (DCA) 24-004, and authorizing execution of a Development Agreement (DA) 24-003 for the Parkwest Casino 580 Expansion Project and citywide cardroom operations.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. **Adopt an ordinance** approving Municipal Code Amendment (MUNI) 24-002 and Development Code Amendment (DCA) 24-004; and
2. **Adopt an ordinance** authorizing execution of Development Agreement (DA) 24-003.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance for Municipal Code Amendment and Development Code Amendment
2. Exhibit A - Municipal Code Amendment
3. Exhibit B - Livermore Development Code Text Amendment
4. Ordinance Adopting Development Agreement 24-003
5. Exhibit A - Development Agreement

Prepared by: Susan Frost
Special Projects Coordinator

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE MUNICIPAL CODE CHAPTER 5.20 CARDROOMS AND DEVELOPMENT CODE PART 11, CHAPTER 11.01 DEFINITIONS

(Municipal Code Amendment (MUNI) 24-002 and Development Code Amendment (DCA) 24-004)

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

Section 1. *Public Hearing*. The City Council has considered the findings made in Planning Commission Resolution Numbers 01-25 and 02-25, 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.

Section 2. *Environmental*. The City Council considered the environmental review and adopted the Initial Study/Mitigated Negative Declaration for the Parkwest Casino 580 Expansion Project by Resolution [_____].

Section 3. *Ordinance*. Chapter/Section 5.20 Cardrooms, of the Livermore Municipal Code is hereby amended as set forth in Exhibit A attached hereto, and Part 11, Chapter 11.01, Definitions, of the Livermore Development Code is hereby amended as set forth in Exhibit B attached hereto.

Section 4. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

Section 5. *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.

Section 6. *Filing.* Planning Manager is directed to file a Notice of Determination with the Alameda County Clerk.

Section 7. *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 8. *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 February 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on March 10, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Municipal Code Amendment
Exhibit B – Development Code Amendment

Chapter 5.20
CARDROOMS

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5.20.010 Cardroom defined.

For the purpose of this chapter, a “cardroom” means any space, room or enclosure furnished or equipped with a table used or intended to be used as a card table for the playing of cards and similar games, and the use of which is available to the public or any portion of the public~~; provided, however, that this section shall not apply to any bona fide nonprofit society, club, fraternal, labor or other organization as defined in LMC 5.20.060~~. (Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

For the purpose of this chapter, a “standard services” cardroom is defined as a cardroom that is limited to operational rules and regulations as described in LMC Section 5.20.160(A) through LMC Section 5.20.160(P). For the purpose of this chapter, a “expanded services” cardroom is defined as a cardroom that may include additional services through a Development Agreement and Conditional Use Permit pursuant to LMC Section 5.20.160(Q).

5.20.015 Exception – Fundraisers by nonprofit organizations.

The regulations in this chapter shall not apply to a nonprofit organization, as defined by Business and Professions Code Section 19986(h), conducting a fundraiser using controlled games as a funding mechanism when the fundraiser is conducted in compliance with the requirements of Business and Professions Code Section 19986 and the regulations adopted by the Division of Gambling Control to effectuate that statute, and is preapproved by the Division of Gambling Control. A nonprofit organization shall obtain a temporary use permit as provided in the Livermore Development Code before conducting a fundraiser excepted from the regulations of this chapter. (Ord. 1901 § 3 (Exh. A § 12), 2010; Ord. 1883 § 1 (Exh. A), 2009)

5.20.020 Chapter does not permit games prohibited by state law.

The Council of the City declares that it is not the intention of this chapter to permit the licensing of any cardroom for the playing of any game prohibited by the laws of the state, including, but not limited to, those games enumerated in Section 330 of the Penal Code of the state, which section includes banking and percentage games. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.030 License – Required.

A cardroom use may not be established by right. It is unlawful for any person, for himself, herself, or for any other person, to establish, own, or operate a cardroom in the City, unless the person first obtains the following:

A. A valid cardroom license from the City in compliance with this chapter; ~~and~~

B. All valid licenses required by the California Department of Justice, Division of Gambling Control and the California Gambling Control Commission pursuant to the

Gambling Control Act (California Business and Professions Code Section 19800 et seq., as it may be amended from time to time) for the cardroom, each person who has a financial interest in the cardroom, and for all key employees as that term may be defined by the Gambling Control Act and both Division 18, Title 4 and Division 3, Title 11 of the California Code of Regulations. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999); and

C. All necessary land use entitlements and building permits in conformance with the provisions of the Livermore Municipal Code and the Livermore Development Code. Adequate on-site parking that is consistent with the requirements of the Livermore Development Code must be demonstrated as part of the land use entitlement process.

5.20.040 License – Application – Fingerprints required – Renewal – Continuing obligation to provide current information.

A. Any person who wishes to establish, own, or operate a cardroom within the City shall file with the Chief of Police a license application on a standard form supplied by the City and shall pay an application filing fee as established by resolution of the City Council. The applicant has the responsibility and the burden to supply evidence to justify the grant of a cardroom license. If the applicant is other than an individual, an officer of the business entity or an individual with the majority interest therein shall sign the application. All applications shall include the following information:

1. Identifying information:

    a. If the applicant is an individual, the individual shall state his or her legal name, including any aliases, and address, and submit satisfactory written proof that he or she is at least 18 years of age.

    b. If the applicant is a partnership, the applicant shall state the partnership's complete name, the address for the partnership's principal place of business, the names and current addresses of all partners, and whether the partnership is general or limited. The applicant shall also attach to the application a current copy of the partnership agreement.

c. If the applicant is a corporation, the applicant shall state the corporation's complete name and corporate identification number, the state of incorporation, the date of its incorporation, evidence that the corporation is qualified to do business and in good standing under the laws of California, the names, addresses, and capacities of all officers and directors, the names of any related parent or subsidiary corporations, and the name of the registered corporate agent and the address of the registered office for service of process.

d. If the applicant intends to operate the cardroom under any name other than that of the applicant, the applicant shall file and maintain a fictitious business name statement in Alameda County. The applicant shall also attach to the application proof of registration of the fictitious name.

2. The applicant's telephone number and address to which correspondence related to the application, including the notice of action, is to be delivered.

3. The street address, building number, and assessor's parcel number for the location where the proposed cardroom is to be established.

4. The applicant shall sign the application under penalty of perjury stating that the information contained in the application is true and correct.

5. The applicant also shall complete and sign the standard background investigation form supplied by the Livermore police department, and provide the following information and documents:

a. The full name and aliases, current home address, date of birth, social security number, and a copy of the driver's license or identification card issued by a state Department of Motor Vehicles for the applicant and each person who has a financial interest in the cardroom;

b. The past criminal record, if any, of the applicant and of all persons financially interested in the cardroom;

c. A passport-size photograph and the fingerprints of the applicant and of all persons financially interested in the cardroom taken by the Livermore police department;

d. The employment history, business, or occupation of the applicant for the three-year period immediately preceding the date the application is submitted; and

e. The residential and employment, business or occupation address for the applicant, each person who has a financial interest in the cardroom, all key employees, and all partners and controlling members of a corporation which will establish, own, and operate the cardroom.

6. A copy of each license issued by the California Department of Justice, Division of Gambling Control and the California Gambling Control Commission pursuant to the California Gambling Control Act, for the cardroom, for each owner who has a financial interest in the cardroom, and for each employee that was issued a license but is not required to obtain an employee work permit from the City pursuant to LMC Section 5.20.090.

7. Any approval by the California Department of Justice, Division of Gambling Control of an agent for the applicant along with the true names and addresses of any such agent.

8. Proof of registration of the cardroom by the California Department of Justice pursuant to the Gambling Control Act and Chapter 6, Division 1, Title 11 of the California Code of Regulations.

9. A plan for the security and safety of patrons as required by LMC Section 5.20.170.

B. If an applicant has applied to the California Department of Justice, Division of Gambling Control and the California Gambling Control Commission for a license or registration required by the Gambling Control Act, but the state has not issued the license and registration prior to the applicant's application for a city cardroom license, the applicant shall provide the Chief of Police with true and correct copies of the

completed applications furnished to the state. However, the applicant shall submit a true and correct copy of each license and registration prior to the City's issuance of a cardroom license.

C. A city-issued cardroom license shall be valid for a period of one year, unless revoked or suspended by the Chief of Police, or surrendered by a licensee. ~~Any valid city cardroom license in effect on January 1, 2009, shall be deemed to have been awarded pursuant to this chapter on that date and shall expire December 31, 2010, unless revoked, suspended, or renewed prior to that date.~~

D. A cardroom licensee shall be under a continuing obligation to provide the Chief of Police current information regarding the items required by subsection A of this section. Applicant shall notify the Chief of Police within 10 calendar days of any changes to the items required by subsection A of this section, except for changes to a criminal record which shall be provided within 48 hours of any change.

E. A valid city cardroom license may be renewed in accordance with the following process:

1. The licensee shall file with the Chief of Police a renewal application no later than 60 days before the anniversary date of the license to be renewed, otherwise the licensee must submit an application for a new license;

2. The renewal application shall include the information required by subsection A of this section and comply with this chapter;

3. The renewal application shall include the following statement signed by the applicant under penalty of perjury:

I hereby state that the cardroom has been operated consistent with this chapter and~~/or~~ the Gambling Control Act at all times during the term of the license to be renewed; and that there has been no change in the fitness of the following persons to establish, own or operate a cardroom: each person who established, owned, ~~or~~ operated or had a financial interest in the cardroom, all key employees, and all partners and controlling members of a corporation.

Dated:_____ Signed:_____

4. The Chief of Police shall renew the cardroom license for an additional one-year term unless he or she finds the cardroom was not operated consistent with the requirements of this chapter and the Gambling Control Act or sufficient grounds exist pursuant to LMC Section 5.20.070 to deny the renewal application. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.050 License – Only ~~one~~ two licenses per person – Transferability.

~~No person shall be granted a license to conduct more than one cardroom.~~ A person may be granted up to a maximum of two cardroom licenses by the Chief of Police. Each cardroom license shall require a separate application and approval. No cardroom license shall be assignable or transferable. (Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.060 License – Fee ~~– Exceptions~~.

A. A fee charged for a cardroom license, and any renewal thereof, shall be set by resolution in an amount to cover the actual cost incurred in administering the provisions of this chapter.

B. This fee shall be in addition to the business license tax imposed by LMC Section 3.08.060.

~~C. A nonprofit society, club, or fraternal, labor, or other organization having adopted bylaws and duly elected directors and members may be granted a license without fee by the Chief of Police when it appears the tables are for the exclusive use of members of the society, club, or fraternal, labor or other organization and no charge is made for any of the facilities.~~

~~D. A nonprofit organization as defined by Business and Professions Code Section 19986(h) may be granted a license without fee by the Chief of Police to conduct a fundraiser provided the fundraiser is approved by the California Department of Justice, Division of Gambling Control, and satisfies the regulations in both California Business and Professions Code Section 19986 and Chapter 1, Division 3, Title 11 of the~~

~~California Code of Regulations, as those regulations may be amended from time to time.~~ (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.070 License – Denial by Chief of Police – Grounds.

A. The Chief of Police shall deny any application for a cardroom license if:

1. The operation of a cardroom at the proposed location will aggravate the crime problems in the area, or otherwise be detrimental to crime prevention or be detrimental to the public peace, health, welfare or safety in the area; or

2. A report of the Chief of Police, fire chief, building official, or planning manager indicates that issuance of the license would result in a violation of the laws or regulations administered by those officials; or

3. The applicant, its owners, officers, or employees are unfit to operate a cardroom business. In making such determination, the Chief of Police may consider:

a. The commission of any acts by the applicant, its owners, officers, or employees involving dishonesty, fraud, or deceit with the intent to benefit substantially oneself or another, or substantially injure another;

b. The license and permit history of the applicant, its owners, officers, and employees, and whether such person in previously operating in this or another state under a license or permit has had such license or permit revoked, denied, or suspended, the reasons for such action, and the resulting actions of such persons;

c. Any previous convictions of the applicant, its owners, officers, and employees for any crimes involving dishonesty, fraud, or the use of narcotics; or

4. The applicant has failed to comply with or is not in conformance with any of the provisions of the Livermore Municipal Code, the Livermore ~~zoning ordinance~~Development Code, or other laws, permits or land use approvals applicable to the premises, equipment, or operation of the business for which a permit is requested; or

5. The applicant has knowingly made false statements in the application; or

6. The applicant has failed to obtain or maintain a license or registration required by the Department of Justice, Division of Gambling Control, or the California Gambling Control Commission.

B. The action of the Chief of Police in denying such a license shall be subject to an appeal ~~before~~ to the City Manager in accordance with the provisions of LMC Chapter 1.22. An appeal shall be filed ~~with the city clerk within 10 days after the denial of such license~~ in accordance with the provisions of LMC Chapter 1.22. Upon failure to file such notice ~~within the 10-day period~~, the action of the Chief of Police in denying such license shall be final and conclusive. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.080 Change of location – Approval required.

No licensed cardroom may be moved to a new location within the City without prior approval by the Chief of Police. In addition to the requirements of this chapter, all cardroom locations must meet Development Code and all other applicable city requirements. (Ord. 2065 § 1(A), 2018; Ord. 1901 § 3 (Exh. A § 13), 2010; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.090 Employee work permits – Required when.

Cardroom employees must obtain a work permit from the Chief of Police. “Cardroom employees,” for the purpose of this chapter, are defined as dealers, overseers and others directly connected with the operation and supervision of the card tables. The term “cardroom employees” does not include ~~waitresses~~servers, bartenders, culinary workers, and other employees not connected with the operation and supervision of a cardroom and whose duties do not require or authorize access to restricted areas. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.100 Employee work permits – Application.

A. Applications for cardroom employee work permits shall be submitted under oath and contain the past criminal record, if any, of the applicant and any other information required by the Chief of Police.

B. The application shall also be accompanied by:

1. A photograph and fingerprints of the applicant.

2. A copy of a work permit issued by the California Gambling Control Commission pursuant to the California Gambling Control Act. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.110 Employee work permits – Issuance restrictions.

A work permit shall be issued only to ~~citizens of~~individuals authorized to work in the United States ~~who have resided in the state of California for at least one year immediately preceding the submission of a work permit application~~. (Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.120 Employee work permits – Term –Renewal not required upon change in place of employment.

A. Each application for a work permit shall be accompanied by a fee, the amount of which shall be set by resolution in an amount to cover the actual costs of administration. The work permit shall be valid for a period of one year. The fee shall not be returned in the event that the work permit is refused, revoked or suspended as provided in this chapter.

B. Only one work permit shall be required each year, even though the holder of the work permit may change ~~his~~ their place of employment within the City. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.130 Employee work permits – Denial conditions – Appeal.

A. The Chief of Police shall deny any such applicant a work permit if:

1. The applicant has previously been convicted of a felony or misdemeanor involving theft, dishonesty, fraud, or the use of narcotics; provided, however, that he or she may disregard such conviction if he or she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person

at the time of conviction, or the fact that the permit applied for is unrelated to such conviction; or

2. Any of the grounds for denial by the Gambling Commission, set forth in Business and Professions Code Section 19859, are present; or

3. The applicant has not obtained a work permit required by the California Gambling Control Commission as required by the Gambling Control Act or Chapter 2, Division 18, Title 4 of the California Code of Regulations, as those regulations may be amended from time to time.

B. In addition, pursuant to California Business and Professions Code Section 19912, the Department of Justice, Division of Gambling Control, may object to the issuance of a work permit, in which case the application shall be denied.

C. The action of the Chief of Police in denying such a work permit shall be subject to an appeal to the City Manager in accordance with the provisions of LMC Chapter 1.22 ~~LMC~~. An appeal shall be filed in accordance with the provisions of LMC Chapter 1.22 after the denial of such permit. Upon failure to file such notice, the action of the Chief of Police in denying such permit shall be final and conclusive. (Ord. 2065 § 1(A), 2018; Ord. 2052 § 1(H), 2017; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.140 Suspension and revocation of license and work permits.

A. The Chief of Police shall have the right for cause, after notice and a hearing, to revoke or suspend any cardroom license or cardroom work permit issued under this chapter, and to take possession of such permit. Any grounds upon which the Chief of Police shall be required to refuse to issue an initial cardroom license or cardroom work permit shall also constitute grounds for such revocation or suspension. In addition, the failure of a holder of a cardroom license or cardroom work permit to comply with the provisions of this chapter shall also constitute grounds for revocation or suspension of such license or work permit.

B. The Chief of Police shall also have the right to revoke or suspend any cardroom license or cardroom work permit by reason of abandonment by the licensee under the following conditions:

1. The operation of a cardroom has not commenced within one year after the issuance of the city cardroom license; or

2. The cardroom has failed to operate for a period of six consecutive months.

C. Before revocation or suspension, the Chief of Police shall notify the cardroom operator of his or her intent to revoke or suspend the cardroom license or cardroom work permit issued under this chapter, and to take possession of such permit. The notice shall list the grounds for the proposed revocation or suspension.

Within 10 days of the mailing of the notice, the cardroom operator may request a hearing with the City Manager, which shall be conducted within 30 days of the request. After the hearing, the City Manager may either uphold or overturn the decision of the Chief of Police. If no hearing is requested within 10 days of the mailing of the notice, the proposed revocation or suspension shall take effect.

D. Notwithstanding the provisions set forth in LMC Chapter 1.22, t~~T~~he decision of the City Manager in this respect shall be subject to an appeal to the City Council. An appeal shall be filed with the City Manager within 10 days after the revocation or suspension. Once an appeal is filed, the license is suspended until the appeal is processed and a final decision is rendered by the City Council. The City Council shall consider the appeal within 60 days of the appeal filing. Upon failure to file an appeal within the 10-day period, the decision of the City Manager shall be final and conclusive. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.150 Number of tables – Limitation.

The total number of tables allowed within the City shall be limited to ~~one table per 4,200 residents of the City of Livermore~~a total of ~~28~~32 tables. Each standard services cardroom, as defined in LMC Section 5.20.010, is limited by LMC Section 5.20.160(D) to a maximum of 10 tables. A cardroom operator may apply to the Chief of Police for an expanded services cardroom, as defined in LMC Section 5.20.010. Each expanded

services cardroom is limited by LMC Section 5.20.160(Q) to a maximum of 16 tables. If the cardroom has an existing Development Agreement and Conditional Use Permit governing its use, the City, in its sole discretion, may require the cardroom to enter into an amended Development Agreement and Conditional Use Permit.

When the Chief of Police determines that an additional card table is available based upon the ~~population~~ total number of tables permitted in the City of Livermore, he or she shall give notice to existing validly licensed expanded services cardrooms having less than the maximum number of tables allowed pursuant to LMC Section 5.20.160(~~D~~Q) that they are eligible to apply for the additional card table. The City, in its sole discretion, may require the expanded services cardroom to enter into an amended Development Agreement and Conditional Use Permit prior to approving an additional card table. An amended Development Agreement and Conditional Use Permit may include but are not limited to amended terms, provision of public benefit, and conditions of approval. In the event that two or more expanded services cardrooms are equally eligible to receive the additional card table, the Chief of Police shall award the additional table by drawing lots.

~~In the event more than one existing cardroom is eligible and applies for the additional card table, the Chief of Police shall first offer the additional card table to the cardroom that has executed a development agreement pursuant to LMC 5.20.160(Q). In the unlikely event that two or more cardrooms are equally eligible to receive the additional card table, the Chief of Police shall award the additional table by drawing lots.~~

In the event no eligible expanded services cardroom applies for the additional card table within 180 days after the Chief of Police delivers notice of its availability, the additional card table shall become available for use on a first come, first served basis by a new standard services cardroom obtaining a license consistent with the terms and conditions of this chapter. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.160 Operation – Rules and regulations.

It is unlawful to operate a cardroom in violation of any of the following regulations and rules:

A. Not more than one cardroom shall be located at any one address.

B. Neither the operator nor any employee of a cardroom shall extend credit to a player, nor shall they accept IOUs or other notes, or otherwise loan money to any person on any ring, watch or other article of personal property for the purpose of securing tokens, chips or other representatives of money as an ante.

C. No games, except lowball, draw poker, without variations as defined by Hoyle, pinochle, pangini, rummy, contract or auction bridge, and Texas hold 'em, shall be played in any cardroom, and the rules and manner of play for such games shall be consistent with LMC Section 5.20.020.

D. Not more than 10 of the total number of tables allowed pursuant to LMC Section 5.20.150 shall be permitted in any single cardroom, except as allowed in LMC Section 5.20.160(Q).

E. No more than eight players shall be permitted at a table, except as allowed in LMC Section 5.20.160(Q).

F. Cardrooms shall be located on the ground floor and so arranged that at least 25 percent of the cardroom shall be plainly visible from the front door opening when such is opened. No wall, partition, screen or similar structure between the front door opening on the street and any card table located in the cardroom shall be permitted if it interferes with such visibility.

G. No person under 21 years of age shall be permitted at any card table or participate in any game played thereat. No person under age 21 shall be permitted to remain in a cardroom.

H. Except as allowed in Section 520.160(Q), cCardrooms may operate seven days a week, with the following daily schedule: Monday, Tuesday, Wednesday and Thursday, from 10:00 a.m. to 2:00 a.m., and Friday from 10:00 a.m. continuous to 2:00 a.m. Monday morning, unless the Chief of Police determines that a reduction in the hours is necessary due to the number of calls for service or the inability of the licensee to implement a security plan acceptable to the Chief of Police. The Chief of Police has the discretion to give written approval to the continuous operation of a standard services or expanded services cardroom on national holidays or for tournament play.

I. All cardrooms shall be open to police inspection during all hours of operation.

J. Only table stakes shall be permitted. Each game shall have a maximum single bet of $20.00, except as allowed in Section 5.20.160(Q).

K. The cardroom shall have assigned to it a person holding a valid card table work permit, whose duty it shall be to supervise the game and to see that it is played strictly in accordance with the terms of this chapter and with the provisions of the Penal Code of the state. This person may have more than one table under his supervision. The licensee may act as a table operator or supervisor without having a work permit.

L. There shall be posted at every cardroom, in letters plainly visible from all parts thereof, signs stating that no game except lowball, draw poker without variations as defined by Hoyle, pinochle, pangini, rummy, contract or auction bridge, or Texas hold 'em shall be played in the cardroom. These signs shall also contain such other information relating to the regulations contained herein as the Chief of Police may require. A copy of this chapter shall also be conspicuously posted.

M. No person who is in a state of intoxication shall be permitted in any cardroom.

N. Loitering about the card tables shall not be permitted.

O. Cardrooms shall be operated consistent with the regulations established by the California Department of Justice, Division of Gambling Control and the California Gambling Control Commission for the operation of gambling establishments.

P. Each licensed cardroom may offer tournament play events with the prior written approval of the Chief of Police. A cardroom licensee shall give the Chief of Police notice at least ~~five~~ 14 calendar days before the event. The notice shall include ~~and provide a~~the day(s) of the tournament, a list of games that will be played during the tournament, a security plan, and a parking plan to be approved in writing by the Chief of Police. All tournament play shall comply with the bet limits, number of players, number of tables, and all other provisions of this chapter and such conditions as may be imposed by the Chief of Police.

Q. A cardroom may offer expanded services, subject to the approval of a conditional use permit and a development agreement in conformance to the Livermore Development Code. The development agreement shall assure the cardroom of the expanded services, subject to conditions, and define the community benefit to be provided by the cardroom operator. If the cardroom has an existing Development Agreement and Conditional Use Permit governing its use, the City, in its sole discretion, may require the cardroom to enter into an amended Development Agreement and Conditional Use Permit prior to approving the expanded services pursuant to this subsection. An amended Development Agreement and Conditional Use Permit may include but are not limited to amended terms, provision of public benefit, and conditions of approval. The Chief of Police may revoke or suspend the expanded services for a cardroom following the same provisions for the suspension and revocation of license and work permits of LMC Section 5.20.140. All provisions of this chapter shall apply to an expanded services cardroom, except the following expanded services may be permitted:

1. A cardroom may operate up to a maximum of 16 card tables within one establishment.
~~1.~~2. Any game ~~approved~~ not prohibited ~~by the California Department of Justice, except Pai Gow played with tiles~~as set forth in LMC Section 5.20.020, is permitted with the written consent of the Chief of Police. There shall be posted at every cardroom, in letters plainly visible from all parts thereof, stating the permitted games.
~~2.~~3. Not more than 10 seated players and 10 standing or "backline bettors" shall be permitted at the table. For purposes of this section, "backline bettors" shall mean standing players placing a wager on the seated player's bets.
~~3.~~4. Cardrooms may operate 24 hours per day, seven days a week~~except for a nine-hour period on Monday between 2:00 a.m. and 11:00 a.m. The Chief of Police has the discretion to give written approval to the continuous operation of a cardroom on Monday for national holidays or for tournament play, provided the cardroom is closed during another nine-hour period during the week~~.
~~4.~~5. Each game shall have a maximum single bet of $~~200.00~~1,000.00.

R. Cardrooms shall conform to the Livermore Development Code. (Ord. 2065 § 1(A), 2018; Ord. 1901 § 3 (Exh. A § 14), 2010; Ord. 1892 § 1, 2009; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

5.20.170 Patron safety and security.

Each cardroom licensee shall be responsible for the security and safety of patrons in the cardroom and in and around off-street parking areas and shall:

A. Provide at least one security guard in distinctive uniform attire not resembling the uniforms worn by the Livermore police department during all hours when the cardroom is open for business; and

B. Present and implement a security plan acceptable to the Chief of Police. (Ord. 2065 § 1(A), 2018; Ord. 1883 § 1 (Exh. A), 2009; Ord. 1563 § 1, 1999)

Livermore Development Code Text Amendment

Development Code Amendment (DCA) 24-004

Amend Part 11, Definitions, of the Livermore Development Code, as follows:

Cardroom. A space, room or enclosure furnished or equipped with a table used or intended to be used for the playing of cards and similar games, and the use of which is available to the public or any portion of the public; does not apply to a nonprofit society, club, fraternal, labor or other organization as defined in LMC 5.20.015.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH CASINO 580, LLC FOR THE PARKWEST CASINO 580 EXPANSION PROJECT

(Development Agreement 24-003)

THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Authority*. Pursuant to Government Code Section 65864 et seq., the City Council considers that certain document under City Application No. Development Agreement 24-003 and entitled "Development Agreement for Parkwest Casino 580 Expansion Project ("Development Agreement"). The Development Agreement is attached as Exhibit A.

Section 2. *Recommendation*. The Planning Commission held a duly noticed public hearing on January 7, 2025 to consider adoption of the Development Agreement and by its Resolution No. 02-25, recommended that the City Council approve the Development Agreement.

Section 3. *Environmental Review*. The City Council considered the environmental review and adopted the Initial Study /Mitigated Negative Declaration for Parkwest Casino 580 Expansion Project by Resolution No.[___].

Section 4. *Consistency*. Development Agreement 24-003 is consistent with the General Plan, any applicable specific plan, and the Livermore Development Code Chapter 9.04.

Section 5. *Approval*. The City Council has considered the findings made by the Planning Commission for adoption of the Development Agreement in Planning Commission Resolution No. 02-25, and hereby adopts the same findings by this reference and incorporates them as part of this resolution, and based on the City Council's own independent review and considerations, hereby approves Development Agreement 24-003.

Section 6. *Signing Authority*. The City Manager is hereby authorized to sign the Development Agreement, attached hereto as Exhibit A, on behalf of the City of Livermore.

Section 7. *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 8. *Filing*. Planning Manager is directed to file a Notice of Determination with the Alameda County Clerk.

Section 9. *Recording.* The City Clerk is directed to record the Development Agreement within 10 days after the effective date of the Development Agreement.

Section 10. *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 11. *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 February 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Development Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk, City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

No fee for recording pursuant to
Government Code Section 27383

(Space Above This Line Reserved for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LIVERMORE

AND

CASINO 580, LLC

DEVELOPMENT AGREEMENT (DA 24-003)
PARKWEST CASINO 580 EXPANSION PROJECT

This Development Agreement ("Agreement") is entered into on _____, 2025 between the City of Livermore, a municipal corporation ("City") and Casino 580, LLC a California limited liability corporation ("Developer") for the Parkwest Casino 580 Expansion Project ("Project"). The City and Developer are sometimes referred to below each individually as a "Party" and collectively as the "Parties."

RECITALS

This Agreement is based on the following facts:

A. The City has the authority to enter into a development agreement under Government Code section 65864 et seq. ("Development Agreement Statutes") and Chapter 9.04 of the Livermore Development Code to vest certain rights to the Developer and to meet certain public purposes of the local government.

B. The Developer is the owner of property located at 960 and 968 North Canyons Parkway identified by Assessor Parcel Numbers (APNs) 905-16-86 and 905-16-87, respectively. The Developer also owns the unaddressed property identified by APN 905-9-13-3. The Developer leases a portion of the property located at 952 North Canyons Parkway identified by APN 905-16-84. The property located at 950 North Canyons Parkway and identified by APN 905-16-88 is maintained through a commercial Homeowner's Association and permits the tenants the right to park on the property. All five properties are in the City of Livermore, County of Alameda and described more specifically in **Exhibit A** (Property Description), attached hereto (Property). The Developer is a cardroom operator.

C. On March 14, 2011, the City Council adopted Resolution No. 2011-046 approving Conditional Use Permit (CUP) 10-007, Ordinance No. 1937 approving Development Code Amendment (DCA) 10-006, and Ordinance No. 1938 approving Development Agreement (DA) 10-003 to use a portion of the Property as an expanded services cardroom.

D. On April 25, 2011, Developer and City entered into DA10-003 recorded as Document No. 2011159003 in the Official Records of Alameda County. DA10-003 provides expanded cardroom services as defined in Livermore Municipal Code 5.20.160(Q) and implements CUP10-007.

E. On June 14, 2019, the Developer applied for Municipal Code Amendment (MUNI) 24-002, DCA24-004, Conditional Use Permit Modification (CUPM) 24-001, Development Agreement (DA) 24-003, Site Plan Design Review (SPDR) 24-010 and Site Plan Design Review Modification (SPDRM) 24-024. An Initial Study/Mitigated Negative Declaration (IS/MND) (SCH # 2024110526) for the Project has been prepared in accordance with the California Environmental Quality Act (CEQA) to evaluate potential impacts to the environment from the Project, including the above listed entitlements.

F. On _____, 2025 the City Council certified the IS/MND, introduced ordinances pursuant to MUNI24-002, DCA24-004, and DA24-003 and approved resolutions approving CUPM24-001, SPDR24-010, and SPDRM24-024.

G. On _____, 2025 the City Council also cancelled DA10-003, rescinding Ordinance No. 1938.

H. The City conducted duly noticed public hearings on this Agreement pursuant to Government Code section 65867 and Livermore Development Code Section 9.04.050 and found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and Livermore Development Code.

I. 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 IS/MND in accordance with CEQA, Public Resources Code section 21000 et seq.

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct and incorporated by reference as fully set forth below, and further agree as follows:

1. The Property. The Property which is the subject of this Agreement is described above in Paragraph B and shown more specifically in **Exhibit A** (Property Description), attached hereto.

2. The Project. The Developer is authorized to develop and use the Property as follows, subject to the conditions described in **Exhibit B** (Conditions of Approval), attached hereto:

    a. Gaming operations consisting of cardroom table play shall be limited to the properties identified as APNs 905-16-86 and 905-16-87 and shall comply with the applicable regulations described in Livermore Municipal Code Section 5.20, Cardrooms, including the expanded services cardroom regulations as described in Livermore Municipal Code Section 5.20.160(Q), and Livermore Development Code Section 6.03.030, Cardrooms.
    b. Gaming operations consisting of cardroom table play shall be prohibited in the properties identified as APNs 905-16-84, 905-9-13-3, and 905-16-88.
    c. CUP10-007, as modified by CUPM24-001, including the expanded services authorized by the CUP or CUPM as follows:
        i. Games which are not prohibited by state law may be permitted with the written consent of the Chief of Police;
        ii. The operation of a maximum of 16 card tables at a time;
        iii. A maximum of ten seated players and ten standing or "backline betters" at a table, as defined in Livermore Municipal Code 5.20.160(Q)(3);
        iv. A maximum single bet limit of $1,000.00; and
        v. 24-hour operations, seven days a week.

d. Development of a surface parking lot with approximately 230 parking spaces shall be constructed on the property identified as APN 905-9-13-3 to meet the customer and employee parking demand for current and future cardroom operations and remove off-site parking along Doolan Road and Collier Canyon Road as shown in **Exhibit C** (Surface Parking Lot Site Plan). This property may only be used for parking by Parkwest Casino 580 customers and employees, unless otherwise modified through an updated shared use parking agreement approved by the City. The remainder of this parcel may only be developed through an application to the City and shall be subject to the rules and regulations in place at the time of application submittal. With the exception of minor site modifications, the existing surface parking on the property identified as APN 905-16-88 shall remain unchanged and used for Parkwest Casino 580 and the neighboring tenant's customers and employees. For the purposes of this Agreement, minor modifications include actions related to landscaping and lighting improvements and related modifications determined to be minor in nature by the Community Development Department Director.

e. Development and use of the Property shall be in conformance with the terms and conditions of CUP10-007 as modified by CUPM24-001, approved by the City Council on March 14, 2011, and _____, 2025, respectively and the terms and conditions of SPDRM24-024 and SPDR24-010, approved by the City Council on _____, 2025. Collectively, the documents associated with these entitlements contain the required terms regarding the permitted uses of the property and the intensity of use (Government Code Section 65865.2.).

3. Effective Date. The effective date of this Agreement (the "Effective Date") is the later of (a) thirty (30) days after the date the Ordinance approving this Agreement is adopted by the City Council and attested by the City Clerk, or (b) if a referendum petition is timely and duly circulated, filed and qualified by the Elections Official, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided by the Elections Code. This Agreement shall be executed by the City within ten (10) days after the Effective Date and recorded as provided in Government Code Section 65868.5.

4. Term. The term of this Agreement is twenty (20) years ("Term"), beginning on the Effective Date. The Agreement may be extended as provided for in the Development Agreement Statutes and the Livermore Development Code, subject to the written consent of the City and Developer.

5. Developer Obligations; Schedule of Performance. The Developer shall comply with the requirements set forth in the Schedule of Performance and tasks listed below. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing between the City and the Developer, which shall be accomplished through a separate document and without the need to amend this Agreement. The City Manager shall have the authority to approve on behalf of the City any revision to a date in the Schedule of Performance that he or she deems appropriate, provided that the revision extends the performance deadline for a time period no longer than one year. Developer shall comply with the following Schedule of Performance:

a. The Conditions of Approval as described in **Exhibit B** (Conditions of Approval) for CUP10-007, as modified by CUPM24-001; SPDRM24-024; and SPDR24-010, attached hereto.
b. Developer shall complete construction of the surface parking lot and frontage improvements and receive final inspection approval by the City within 9 months of the Effective Date of this Agreement, unless modified by written agreement between Parties.
c. Prior to receiving final inspection approval of the surface parking lot and frontage improvements described in section 5(b), above, the Developer shall apply for an encroachment permit with the City and Alameda County to install "No Parking" signs along the west side of Doolan Road and along both sides of Collier Canyon Road. Within the City limits, the "No Parking" signs shall extend north for a minimum of 900 feet from the southern end of Doolan Road. The language, spacing, and number of signs along Doolan Road shall be done to the satisfaction of the City Engineer. The language, spacing, and number of signs along Collier Canyon Road shall be done to the satisfaction of the Alameda County Public Works Agency.
d. Developer shall provide a monthly contribution to the City to satisfy the public benefit required by the Livermore Development Code. The contribution shall be delivered to the City's Finance Division on a quarterly basis (due on the fifteenth business day of January, April, July, and October) via check, Automated Clearing House payment, or other form of payment deemed acceptable by the City's Finance Division. Delivery of the quarterly contribution shall include a reference informing the City's Finance Division of the number of active card tables in operation until the Developer is consistently operating all 16 card tables. The amount of the contribution is as follows:
    i. Before expanded services are implemented, as described in Section 2 of this Agreement, the monthly per table contribution shall be $1,891.00 beginning on the effective date of this Agreement. This contribution shall remain effective and increase by the June San Francisco-Oakland-Hayward Consumer Price Index beginning Fiscal Year 2025-2026 and apply each subsequent fiscal year to the 10 existing card tables in operation.
    ii. For the first six (6) months following the Chief of Police's approval of an amended cardroom license allowing for expanded services as described in Section 2 of this Agreement, the monthly per table contribution shall be the rate in place as described in Section 5.d(i) and applied to all active tables in operation.
    iii. Six (6) months after the Chief of Police approves the amended cardroom license allowing for expanded services as described in Section 2 of this Agreement, the monthly per table contribution shall increase to $4,800.00. The $4,800.00 monthly per table contribution shall be applied to all 16 card tables following this date, unless modified by written agreement between Parties. The June San Francisco-Oakland-Hayward Consumer Price Index shall be added to the monthly per table contribution three (3)

years following the date of the approved amended cardroom license and shall be applied every year thereafter.

e. Developer shall submit a one-time contribution of $60,000.00 via check or other form of payment deemed acceptable by the Livermore Police Department towards the purchase and installation of three (3) new traffic cameras generally located at: (1) the I-580 westbound off-ramp to Airway Boulevard; (2) at the intersection of Airway Boulevard and North Canyons Parkway; and (3) at the intersection of North Canyons Parkway and Doolan Road. The traffic cameras shall be purchased and installed by the Livermore Police Department with this contribution. This contribution shall be paid prior to Police Department approval of an amended cardroom license, subject to City staff's discretion, documenting the operational changes to the business. Should any future cameras be needed, the Parties agree to meet and confer based on quantity and cost of cameras needed.

f. Developer shall submit a one-time contribution of $5,000.00 via check or other form of payment deemed acceptable by the Livermore Police Department for the maintenance of the off-site traffic cameras. The off-site traffic cameras and license plate readers shall be maintained by the Livermore Police Department. This one-time contribution shall be submitted no later than three (3) months following the Chief of Police's approval of the amended cardroom license.

g. Developer shall submit a one-time contribution of $24,000.00 via check or other form of payment deemed acceptable by the Livermore Police Department to support license plate reader purchase, installation, annual subscription/maintenance costs, and replacement/upgrades as needed by the Livermore Police Department. The license plate readers shall be purchased, installed, and subscribed/maintained by the Livermore Police Department. The license plate readers shall be located generally in the same location as the traffic cameras as described in Section 5.e., above. This one-time contribution shall be submitted no later than three (3) months following the Chief of Police's approval of the amended cardroom license. Should any future license plate readers be needed, the Parties agree to meet and confer based on quantity and cost of cameras needed.

h. Developer shall install and maintain additional cameras that provide complete and high-quality coverage of the expanded on-site parking areas and shall provide unlimited access to camera feeds for the existing and any newly installed cameras that provide footage of outdoor spaces to the Police Department to the satisfaction of the Chief of Police.

i. Developer shall install and maintain on-site external lighting surrounding the casino and the expanded parking area. All parking area lighting shall comply with Municipal Code Section 15.18.120, Lighting and parking areas, as it exists today or as amended.

6. Vested Development Rights. Subject to this Agreement and during the life of this Agreement, except as provided below, the Developer has the right to develop and use the Property in accordance with:

   a. CUP10-007, as modified by CUPM24-001, including the expanded services authorized by the CUP or CUPM as follows:

i. Games which are not prohibited by state law may be permitted with the written consent of the Chief of Police;
ii. The operation of a maximum of 16 card tables at a time;
iii. A maximum of ten seated players and ten standing or "backline betters" at a table, as defined in Livermore Municipal Code 5.20.160(Q)(3);
iv. A maximum single bet limit of $1,000.00; and
v. 24-hour operations, seven days a week.

b. SPDR24-010 to develop APN 905-9-13-3 with a surface parking lot and street frontage improvements consisting of approximately 230 parking spaces. This property may only be used for Parkwest Casino 580 customers and employees, unless otherwise modified through an updated shared use parking agreement approved by the City.

c. SPDRM24-024 to modify the common area of the property identified by APN 905-16-88. Modifications include constructing bicycle racks consistent with the Livermore Development Code requirements and removing one tree to accommodate a pedestrian connection from the new surface parking lot to the existing sidewalk surrounding 952-968 North Canyons Parkway.

d. The City's General Plan, Municipal Code, and Development Code in effect on the effective date, except that Developer shall:
   i. Comply with changes in City laws, regulations, plans or policies applicable city-wide, the terms of which are found by the City Council, based on substantial evidence, to be necessary to protect members of the public from a condition dangerous to their health or safety;
   ii. Comply with a change in City law, regulations, plans or policies which are:
      1. Specifically mandated by state or federal law, or by any regional governmental agency that has legal authority over the City under state law or a joint powers agreement; or
      2. A result of or in response to state or federal law, or regional agency action, made necessary in order for the City to avoid losing or not receiving substantial funding or other substantial public benefits or facilities that would be available to the City only if it makes such a change; or
      3. Specifically mandated by, or necessary for compliance with or implementation of, the terms of any permit, entitlement or other authorization necessary for the development of the Property issued or granted to the City, County and/or Property Owner by any federal, state or regional agency.

7. Periodic Review. Review of this Agreement shall be made annually, consistent with Government Code section 65865.1 and Livermore Development Code Chapter 9.04 Development Agreements as they are amended from time-to-time.

8. Amendments. The Agreement may be amended in writing by the Parties, by mutual agreement, consistent with the procedures set forth in the Development Agreement Statutes and the Livermore Development Code Chapter 9.04 Development Agreements, as they are amended from time-to-time.

9. Force Majeure. The Term of this Agreement shall be extended by, and the performance by any Parties of their obligations hereunder (other than for payment of money) shall be excused during, any period of "Force Majeure" as hereinafter defined. "Force Majeure" means a delay caused by any labor disputes or strikes, labor or material shortages or embargoes, pandemic, fire, unusual delay in transportation, earthquakes, floods, tornadoes or extreme wind or other adverse weather conditions not reasonably foreseeable by Developer, or material adverse underground conditions not reasonably foreseeable by Developer.

10. Remedies for Default. If a Party is in default under this Agreement, another Party may pursue one or more of the following courses of action after providing 30 days' written notice to the purportedly defaulting Party (or such longer period as may be required to cure the default, so long as such Party commences the cure within such 30-day period and diligently pursues the cure to completion): (a) waive the default; (b) in the City's case, pursue administrative remedies, including denial or otherwise withholding issuance of building permits, certificates of occupancy, or other approvals; (c) pursue judicial remedies; or (d) terminate this Agreement. Any purported default by a Party hereunder shall be subject to, and tolled by, any event of Force Majeure that prevents such Party from performing the act necessary to avoid or cure such purported default. Any such tolling shall end at the termination of the event of Force Majeure.

11. Termination. This Agreement shall terminate if the Developer ceases operation for more than a continuous six-month period or if the Developer submits a written request to the City for termination of all expanded services and a request to modify the CUP terminating all expanded services, subject to the City's approval of the CUPM. Upon termination of this Agreement, at the request of Developer, the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Alameda County Recorder. In the event this Agreement is terminated, neither party shall have any further rights or obligations hereunder except for those obligations of Developer set forth in Section 14 (No Damages Relief) and Section 19 (Legal Action; Attorneys' Fees).

12. Abandonment and Forfeiture. Developer acknowledges, understands, and agrees that this Agreement, CUP10-007, and CUPM24-001 are expressly contingent upon the Developer holding a valid cardroom license issued by the City. Developer further acknowledges, understands, and agrees that in the event its license to operate a cardroom in the City is revoked, this Agreement, CUP10-007, and CUPM24-001 shall be deemed to be abandoned and forfeited.

13. Mortgagee Protection.

    i. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property ("Mortgage"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement,

including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

ii. Liability for Past Defaults. Any Mortgagee, including the successful bidder at a foreclosure sale, who takes title and possession of the Property, or any portion thereof, pursuant to such foreclosure, shall take the Property, or portion thereof, subject to the provisions of this Agreement; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such Mortgagee. Notwithstanding the preceding sentence, in no event shall any such Mortgagee or its successors or assigns be entitled to a building permit, final inspection, or occupancy certificate until all fees and other monetary obligations due under this Agreement have been paid to the City and any other existing defaults under this Agreement that are reasonably subject to cure are cured.

iii. Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any Notice of Default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default. If the City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

14. No Damages Relief. The Parties acknowledge that the City would not have entered into this Agreement were it exposed to damages claims from Developer for any breach thereof. As such, the Parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement. To the extent permitted by law, specific enforcement of this Agreement, including specific performance of Developer's payment obligations set forth in Section 5(d) through 5(g), is the proper and desirable remedy.

15. Recordation; Binding Effect. This Agreement shall be recorded in the office of the Alameda County Recorder and shall be binding upon and inure to the benefit of any successors in interest to the Parties. The Parties acknowledge that, as of the date of

preparing this Agreement, the Property is owned in fee by Seller and that Seller shall have all rights and obligations of "Developer" under this Agreement.

16. Waiver and Release.

a. Developer agrees that it will not initiate, support, fund or otherwise carry out any litigation or other proceeding, whether administrative, legislative or otherwise, against the City to dispute or challenge the validity, enforceability, or legality of: i) MUNI24-002; (ii) Ordinance No. 2025-_____; (iii) DCA24-004; (iv) Ordinance No. 2025-_____; (v) DA24-003; (vi) Ordinance No. 2025-_____; (vii) CUP10-007; (viii) Resolution No. 2009-165; (ix) CUPM24-001; (x) Resolution No. 2025-_____; (xi) SPDR24-010; (xii) Resolution No. 2025-_____; (xiii) SPDRM24-024; (xiv) Resolution No. 2025-_____; or (xv) any environmental review document prepared under CEQA to evaluate the environmental impacts of any action identified under (i) through (xv) above. In addition, the Developer specifically waives any right it has or may have to dispute the payment of the contribution for an expanded services cardroom or to seek a refund of any contributions paid.

The Developer further acknowledges, understands, and agrees that the prohibitions set forth in this section shall apply to the Developer and any, person or entity controlling, controlled by or under the common control of the Developer, whether it acts independently or in conceit with other persons, entities, or associations, whether under its name or some other name.

b. The Developer on behalf of itself and its successors, heirs, assigns, partners, officers, directors, shareholders, and trustees hereby releases and absolutely and forever discharges the City and its elected officials, officers, directors, employees, agents and designated volunteers from all claims, demands, causes of action, whether or not now known, suspected or claimed, which each ever had, now have, claim to have had, or may have had against each other relating to the validity, enforceability, or legality of MUNI24-002; Ordinance No. 2025-_____; DCA24-004; Ordinance No. 2025-_____; DA24-003; Ordinance No. 2025-_____; CUP10-007; Resolution No. 2009-165; CUPM24-001; Resolution No. 2025-_____; SPDR24-010; Resolution No. 2025-_____; or SPDRM24-024; Resolution No. 2025-_____.

c. The Developer further expressly waives, on behalf of itself and each of its successors, heirs, assigns, partners, officers, directors, shareholders, and trustees all rights and benefits that they may have in the future under the provisions of California Civil Code section 1542 with regard to the validity, enforceability, or legality of the Development Agreement (DA10-003), Ordinance No. 1883, Conditional Use Permit 10-007, and Resolution No. 2009-165. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17. Release Upon Transfer. Upon the sale, transfer, or assignment, in whole or in part, of Developer's right and interest to all or any portion of the Property, Developer shall be released from its obligations hereunder with respect to the portion so conveyed, provided: (i) Developer (or transferee) was not in default of this Agreement at the time of conveyance, (ii) Developer provided to City prior written notice of such transfer, and (iii) with respect to sale or transfer of any lot that has not been fully improved, the transferee executes and delivers to City a written assumption agreement in which: (a) the name and address of the transferee is set forth, and (b) the transferee expressly assumes the obligations of Developer under this Agreement as to the portion of the Property conveyed. Failure to deliver a written assumption agreement hereunder shall not negate, modify, or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

18. Timing of Development.

    a. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to avoid that result by acknowledging, that unless provided for in this Agreement, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, subject to the terms, requirements and conditions of the Entitlements and this Agreement.

    b. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development, and to develop the Project in a regular, progressive, and timely manner in accordance with the terms, requirements and conditions of the Entitlements and this Agreement. Nothing in this subsection concerning the expectations set by the Parties for the timing of development in response to Pardee Construction Co. V. City of Camarillo, 37 Cal.3d 465 (1984) is intended, nor shall it be construed, to relieve Developer from any time related requirements set forth in the Schedule of Performance or the project approvals.

19. Legal Action; Attorneys' Fees. If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to this Agreement or any procedure or aspect of the City's approval of the development of the Project, including the environmental review process, the Developer in its capacity as either Developer or owner of the Property agrees to reimburse the City for the City's reasonable attorneys' fees,

expert witness fees, and related costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. The City has the right to choose and retain such legal counsel as the City deems appropriate. After expenses reach $100,000, and each $100,000 thereafter, the Parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith about how the expenses will be allocated. The Developer, in its capacity as the Developer or owner of the Property, shall have no obligation to reimburse the City for costs incurred after the date on which the Developer or owner of the Property give the City written notice of their decision to settle a case, even if the City does not agree to the settlement. If legal action is brought by one of the Parties to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees, expert witness fees, and court costs.

20. Severability; Choice of Law. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition, or covenant, or the application of such term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of California.

21. Covenants Run with the Land. All of the terms, provisions, covenants, conditions, rights, powers, duties and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns acquiring any portion of the Property and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

22. No Third Party Beneficiaries. This Agreement is entered only for the benefit of the Parties executing this Agreement, their successors in interest. This Agreement is not for the benefit of any other individual, entity or person. Nothing herein shall be construed to create any right of any third party to enforce this Agreement or to seek any benefit therefrom.

23. Time Is of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

24. Certificate of Compliance. Any Party may, at any time, request that the City indicate in writing: (i) whether this Agreement is in full force and effect; (ii) whether this Agreement has been amended or modified, and if so amended, the nature of any such amendments; or (iii) whether to the best of City's knowledge the requesting Party is in default in the performance of any of its obligations under this Agreement, and if in default, the nature of any such default. City shall endeavor in good faith to respond to any such request within thirty (30) days following the receipt thereof. The Parties shall be entitled to one certificate of compliance per year without any fee being assessed by the City. For any additional certificates of compliance requested in a single year, the City may charge the requesting party a reasonable fee related to the actual cost to prepare the certificate.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

26. Notices. The address of each party for the purpose of all notices permitted or required by this Agreement is as follows:

To City:	City of Livermore 1052 South Livermore Avenue Livermore, CA 94550 Attention: Community Development Director and Ashley Vera, Senior Planner
With a copy to:	City Attorney City of Livermore 1052 South Livermore Avenue Livermore, CA 94550
With a copy to:	Livermore Police Department City of Livermore 1110 South Livermore Avenue Livermore, CA 94550
To Developer:	John Park Casino 580, LLC dba Parkwest Casino 580 888 Bicycle Casino Drive Bell Gardens, CA 90201
With a copy to:	Jeffrey Van Wagner Casino 580, LLC dba Parkwest Casino 580 888 Bicycle Casino Drive Bell Gardens, CA 90201

The written address of each Party set forth above may be changed by written notice given not less than five (5) days prior to the date such change is to be in effect. All notices under this Agreement shall be in writing, shall be properly addressed, and shall be sent by personal delivery, United States mail (registered, certified, or Express Mail, return receipt requested and postage prepaid), or by overnight courier delivery service. All such notices shall be considered delivered: (i) if personally delivered, on the date of delivery; (ii) if sent by United States mail in the manner prescribed above, on the date shown on the return receipt for acceptance or rejection; or (iii) if sent by overnight courier delivery service, on the date of delivery or attempted delivery as shown by the written delivery record of such service.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates indicated below.

DEVELOPER

CASINO 580, LLC a California Limited Liability Company

Date: 2/3/25

By: _____

John Park
Owner

CITY OF LIVERMORE

Date: _____

By: _____

Marianna Marysheva
City Manager

Attest:

Approved to as Form:

_____

Deborah L. Elam
City Clerk

_____

Deputy/Assistant/City Attorney

Attachments:

Exhibit A - Property Description
Exhibit B - Conditions of Approval
Exhibit C - Surface Parking Lot Site Plan

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 Los Angeles)

On 2/03/2025 before me, Marilou Zepeda Lopez (Notary Public)
(insert name and title of the officer)

personally appeared John Heejong Park,
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.

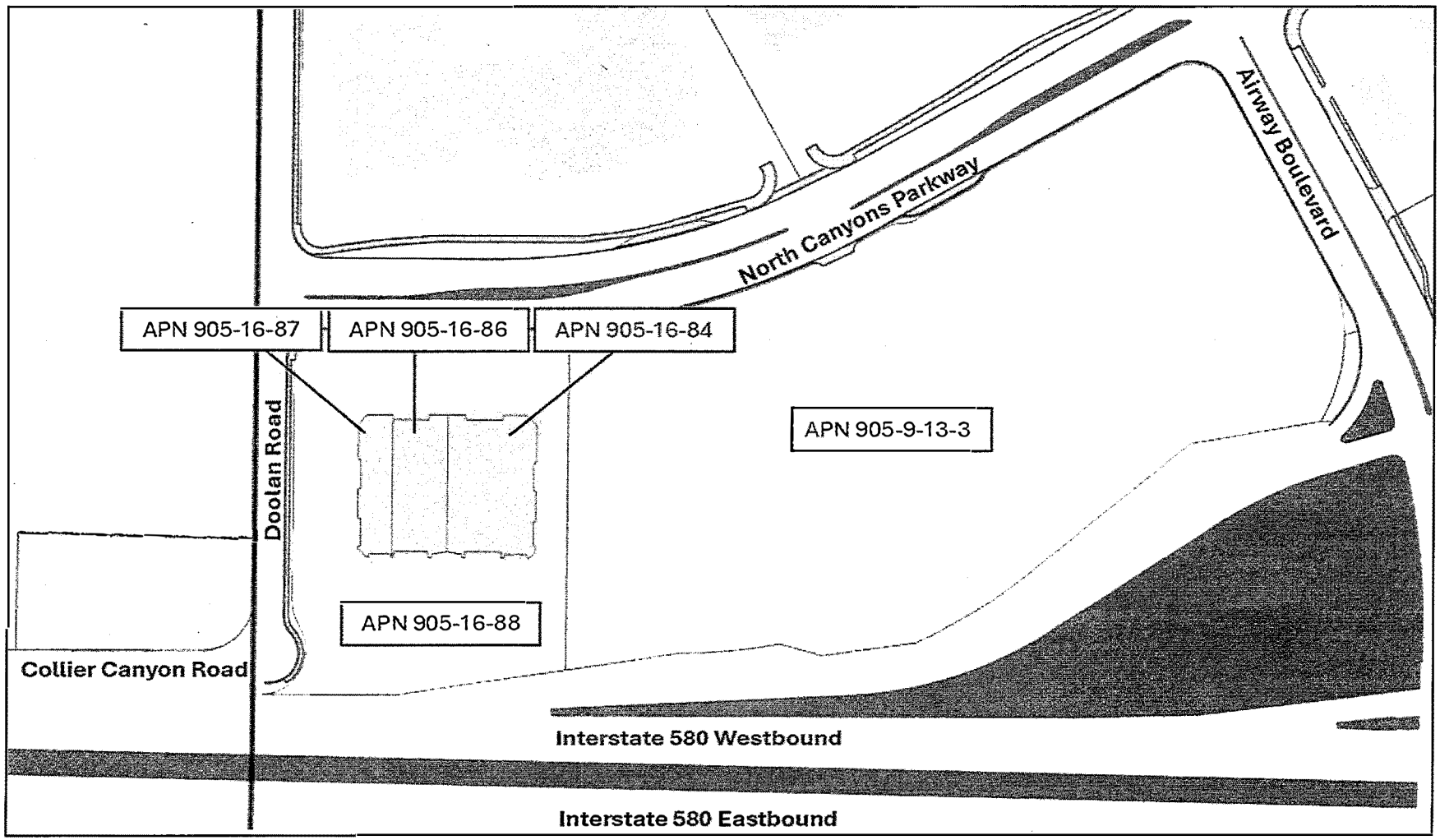
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARILOU ZEPEDA LOPEZ
Notary Public - California
Los Angeles County
Commission # 2428235
My Comm. Expires Dec 22, 2026

Signature _____ (Seal)

Property Description



A LEGIBLE COPY OF THIS GRAPHIC CAN BE FOUND ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION – 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

EXHIBIT A

EXHIBIT B

CONDITIONS OF APPROVAL

Parkwest Casino 580 Expansion Project

Municipal Code Amendment (MUNI) 24-002, Development Code Amendment (DCA) 24-004, Conditional Use Permit Modification (CUPM) 24-001, Development Agreement (DA) 24-003, Site Plan Design Review (SPDR) 24-010, and Site Plan Design Review Modification (SPDRM) 24-024

The project is to amend the Livermore Municipal Code including increasing the total number of card tables permitted citywide, increasing the total number of card table permitted per gambling establishment, increasing allowable hours of operation, increasing the maximum bet limit, permitting limited backline betting, permitting the play of new card games not prohibited by state law, modifying tournament noticing requirements, modifying the number of cardroom licenses permitted per person, and additional miscellaneous amendments made for clarification; 2) authorize operational changes at Parkwest Casino 580 including increasing the number of card tables, increasing hours of operation, increasing the maximum bet limit, permitting limited backline betting, and permitting the play of new card games not prohibited by state law; and 3) approve the development of a 230-space surface parking lot for Parkwest Casino 580 for the Parkwest Casino 580 Expansion Project ("Project").

Recommended for Approval by Planning Commission: January 7, 2025
Approved by City Council: February 24, 2025

PROJECT AUTHORIZATION

1. This project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.
2. Approval is limited to the conformance of the land use to the Isabel Neighborhood Specific Plan and Development Code requirements and as stated in the Development Agreement (DA) 24-003. Use of the property shall be limited to those permitted by the these documents as they exist now or may be amended in the future.

PROJECT SPECIFIC CONDITIONS

Prior to issuance of a Building Permit, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Planning Division:

1. The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement and revised plans.
2. Applicant shall comply with terms outlined in DA 24-003, as it exists now or may be amended in the future. The City may revoke this Conditional Use Permit Modification

if the cardroom is in violation of the Development Agreement or the Development Agreement is terminated.

3. The applicant shall comply with all applicable Mitigation Measures required by the Parkwest Casino 580 Expansion Project Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program, attached hereto as Attachment 1.
4. The applicant shall submit an updated shared use parking agreement noting the shared parking on Assessor Parcel Numbers (APNs) 905-16-88 and 905-13-3, the existing parking lot for Parkwest Casino 580 and CalMoto and the new surface parking lot, respectively. The parking agreement must be executed and recorded prior to issuance of a building permit. The agreement must be reviewed and approved by the Community Development Department staff before it is recorded. The parking agreement must be in effect for the life of this Conditional Use Permit and Development Agreement, unless modified by the parties to the Agreement.
5. The applicant shall submit a floor plan including but not limited to the location of the 16 card tables, office space, security space, event space, and other related spaces used as part of the casino operations, subject to review and approval by the Community Development Director.
6. To ensure that the project landscaping does not conflict with the scenic corridor policy and create a wall-like effect, the applicant shall modify the following landscape plan as follows:
    a. Along the length of the southern property line only, replace proposed shrubs S4 and S7 as identified on sheet L1.0 to a mix of low (i.e., 24-36 inches maximum height) ground cover. Refer to Attachment 2 for a detailed markup.
    b. Remove the four westernmost proposed Scarlet Oak trees proposed along the southern property line as shown in Attachment 2. To the extent feasible, re-locate the proposed Scarlet Oak trees along the easternmost driveway to compensate for the removed trees.

7. At the discretion of the Community Development Department Director, the Conditional Use Permit (and Development Agreement if necessary) can be returned to the Planning Commission (and City Council if necessary) to amend the parking requirement if it is determined at a later date that existing on-site parking is insufficient. Evidence of insufficient parking includes, but is not limited to, vehicles of cardroom patrons parked on adjacent properties or parked illegally on the street. Amendments shall be in conformance with Chapter 9, Permits and Approvals, of the Livermore Development Code as it exists now or may be amended in the future.

8. This Conditional Use Permit Modification shall be revoked following the necessary procedures for revocation if the State cardroom license is denied by the State Bureau of Gambling Control and/or the City cardroom license is denied by the

Police Chief in accordance with Municipal Code Chapter 5.20. Furthermore, CUPM24-001 shall be revoked if the cardroom is in violation of the Development Agreement or the Conditional Use Permit Modification conditions of approval.

GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the plans designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to civil, landscape, and lighting plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process. The applicant shall submit any required amended plans to the Community Development Department within 90 days of project approval.
2. The Developer shall pay the processing and development impact fees applicable City-wide that are in effect at the time the fees are paid. Payment for said fees shall be made prior to issuance of any building permits.
3. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.
4. Approval of the Site Plan Design Review and Site Plan Design Review Modification entitlements is not an authorization to commence construction. Construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.
5. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

ENGINEERING DIVISION – DEVELOPMENT

1. Development shall conform to the attached Engineering Considerations, dated December 23, 2024 (refer to Attachment 3).

BUILDING DIVISION

1. Future development shall conform to California codes adopted at time of Building permit submittal.

Attachments:

1. Parkwest Casino 580 Expansion Project Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program

2. Landscape Planting Plan Sheet L1.0 markup
3. Engineering Considerations dated December 23, 2024

MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a "mitigated negative declaration" or specified environmental findings related to environmental impact reports.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the Parkwest Casino 580 Expansion Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the Initial Study/Mitigated Negative Declaration (IS/MND) for this project. Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the applicant.

COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the IS/MND for the proposed project, prepared by the City of Livermore. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the IS/MND that was prepared for the proposed project.

The proposed project IS/MND presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the proposed project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Livermore. The table attached to this report identifies the mitigation measure, the monitoring action for the mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

MITIGATION MONITORING AND REPORTING PROGRAM

The following table indicates the item number, the checklist questions the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.

MITIGATION MONITORING AND REPORTING PROGRAM
PARKWEST CASINO 580 EXPANSION PROJECT

Item Number	Checklist Question	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-Off
IV-a	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	*Special-Status Plant Species* *IV-1* *Prior to any vegetation removal or ground-disturbing activities, a focused survey shall be conducted to determine the presence of special-status plant species with potential to occur within the project site. Surveys shall be conducted in accordance with the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFG 2009), which require rare plant surveys to be conducted at the proper time of year when rare or endangered species are both "evident" and identifiable. Field surveys shall be scheduled to coincide with known blooming periods, and/or during periods of physiological development that are necessary to identify the plant species of concern. The results of the surveys shall be submitted to the City of Livermore Community Development Department prior to the commencement of construction activities. If special-status plant species are not found, additional mitigation measures are not necessary. If any of the species are found on-site and cannot be avoided, the following measures shall be required:* • *If the survey determines that special-status plant species are present within or adjacent to the project site, direct and indirect impacts of the project on the species shall be avoided where feasible through the establishment of activity exclusion zones, where ground-disturbing activities shall not*	City of Livermore Community Development Department	Prior to any vegetation removal or ground-disturbing activities during the appropriate survey period (when rare or endangered species are both "evident" and identifiable)	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		take place, including construction of new facilities, construction staging, or other temporary work areas. Activity exclusion zones for special-status plant species shall be established prior to construction activities around each occupied habitat site, the boundaries of which shall be clearly marked with standard orange plastic construction exclusion fencing or its equivalent. The establishment of activity exclusion zones shall not be required if construction-related disturbance would not occur within 250 feet of the occupied habitat site. • *If exclusion zones and avoidance of impacts on special-status species within the project site are not feasible, then the loss of individuals or occupied habitat of special-status plants shall be compensated using the habitat mitigation rations impacts on habitat for the species as written below as prescribed by the East Alameda County Conservation Strategy (EACCS) and obtain an incidental take permit from the California Department of Fish and Wildlife (CDFW) for State listed species. Before the implementation of compensation measures, the project applicant shall provide detailed information to the CDFW and City of Livermore Community Development Department on the quality of preserved habitat,*			

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		location of the preserved occurrences, provisions for protecting and managing the areas, the responsible parties involved, and other pertinent information that demonstrates the feasibility of the compensation. • *Compensation recommendations from the EACCS are as follows:* o *Temporary effects to State and federally listed species, such as Livermore tarplant at a 1:1 ratio.* o *Congdon's tarplant at a 5:1 ratio or above through coordination with relevant regulatory agencies.* o *San Joaquin spearscale at a 1:1 ratio.*			
		Crotch's Bumble Bee *IV-2 The provisions contained herein only apply if Crotch's bumble bee is a candidate species or is listed under CESA at the commencement of construction. Following CDFW's status report on Crotch's bumble bee, if the California Fish and Game Commission finds that the petitioned action is not warranted, the provisions contained herein shall not be required.* *If feasible, initial ground-disturbing activities associated with the proposed project (e.g., grading, vegetation removal, staging) shall take place between September 1 and March 31 (i.e., outside the colony active period) to*	City of Livermore Community Development Department	Within 14 days prior to the commencement of construction activities	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		avoid potential impacts on special-status bumble bees. If completing all initial ground-disturbing activities between September 1 and March 31 is not feasible, then at a maximum of 14 days prior to the commencement of construction activities, a qualified biologist with 10 or more years of experience conducting biological resource surveys within California shall conduct a preconstruction survey for special-status bumble bees in the area(s) proposed for impact. *The survey shall occur during the period from one hour after sunrise to two hours before sunset, with temperatures between 65 degrees Fahrenheit and 90 degrees Fahrenheit, with low wind and zero rain. If the timing of the start of construction makes the survey infeasible due to the temperature requirements, the surveying biologist shall select the most appropriate days based on the National Weather Service seven-day forecast and shall survey at a time of day that is closest to the temperature range stated above. The survey duration shall be commensurate with the extent of suitable floral resources (which represent foraging habitat) present within the area proposed for impact, and the level of effort shall be based on the metric of a minimum of one person-hour of searching per three acres of suitable floral resources/foraging habitat. A meandering pedestrian survey shall be conducted throughout the area proposed for impact in order to identify patches of suitable floral*			

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		resources. Suitable floral resources for Crotch's bumble bee include species in the following families: Apocynaceae, Asteraceae, Boraginaceae, Fabaceae, and Lamiaceae. Suitable floral resources for western bumble bee include species in the following families: Asteraceae, Fabaceae, Rhamnaceae, and Rosaceae, as well as plants in the genera Eriogonum and Penstemon. *At a minimum, preconstruction survey methods shall include the following:* • *Search areas with floral resources for foraging bumble bees. Observed foraging activity may indicate a nest is nearby, and therefore, the survey duration shall be increased when foraging bumble bees are present;* • *If special-status bumble bees are observed, watch any special-status bumble bees present and observe their flight patterns. Attempt to track their movements between foraging areas and the nest;* • *Visually look for nest entrances. Observe burrows, any other underground cavities, logs, or other possible nesting habitat;* • *If floral resources or other vegetation preclude observance of the nest, small areas of vegetation may be removed via hand removal, line trimming, or mowing to a height of a minimum of*			

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM
PARKWEST CASINO 580 EXPANSION PROJECT

Item Number	Checklist Question	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-Off
		four inches to assist with locating the nest; • *Look for concentrated special-status bumble bee activity;* • *Listen for the humming of a nest colony; and* • *If bumble bees are observed, attempt to photograph the individual and identify it to species.* *The biologist conducting the survey shall record when the survey was conducted, a general description of any suitable foraging habitat/floral resources present, a description of observed bumble bee activity, a list, of bumble bee species observed, a description of any vegetation removed to facilitate the survey, and their determination of if survey observations suggest a special-status bumble bee nest(s) may be present or if construction activities could result in take of special-status bumble bees. The report shall be submitted to the City of Livermore Community Development Department prior to the commencement of construction activities.* *If bumble bees are not located during the preconstruction survey or the bumble bees located are definitively identified as a common species (i.e., not special-status species), then further mitigation or coordination with the CDFW is not required.* *If any sign(s) of a bumble bee nest is observed, and if the species present cannot be*			

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		established as a common bumble bee, then construction shall not commence until either (1) the bumble bees present are positively identified as common (i.e., not a special-status species), or (2) the completion of coordination with CDFW to identify appropriate mitigation measures, which may include, but not be limited to, waiting until the colony active season ends, establishment of nest buffers, or obtaining an Incidental Take Permit (ITP) from CDFW. *If special-status bees are located, and after coordination with CDFW take of special-status bumble bees cannot be avoided, the project proponent shall obtain an ITP from CDFW, and the project proponent shall implement all conditions identified in the ITP. Mitigation required by the ITP may include, but not be limited to, the project proponent translocating nesting substrate in accordance with the latest scientific research to another suitable location (i.e., a location that supports similar or better floral resources as the impact area), enhancing floral resources on areas of the project site that will remain appropriate habitat, worker awareness training, and/or other measures specified by CDFW.* *Nesting Birds and Raptors* *IV-3 If project construction begins during the nesting season (February 1 to August 31), a qualified biologist shall conduct a nesting bird survey within seven days prior to construction activities. The nesting bird survey shall include*	City of Livermore Community Development Department	Seven days prior to construction activities if project construction begin during the nesting	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		walking transects to search for ground nesting birds, and an examination of all trees on-site and within all accessible areas within 200 feet of the entire project site and off-site improvement areas (i.e., within a zone of influence of nesting birds). If nesting birds are not found within the project site or off-site improvement areas, further mitigation shall not be required. *If migratory birds are identified nesting on or within the zone of influence, the Wildlife Agencies shall be notified immediately of nest locations. A qualified biologist shall establish a temporary protective nest buffer around the nest(s). The nest buffer shall be staked with orange construction fencing. The buffer must be of sufficient size to protect the nesting site from construction-related disturbance and shall be established by a qualified ornithologist or biologist with extensive experience working with nesting birds near and on construction sites. Typically, adequate nesting buffers are 75 feet from the nest site or nest tree dripline for small birds and up to 300 feet for sensitive nesting birds that include several raptor species known in the region of the project site but that are not expected to occur on the project site. Upon completion of nesting surveys, if nesting birds are identified on or within a zone of influence of the project site, a qualified ornithologist/biologist that frequently works with nesting birds shall prescribe adequate nesting buffers to protect the nesting*		season (February 1 to August 31)	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		birds from harm while the project is constructed. *Construction or earth-moving activity shall not occur within any established nest protection buffer prior to September 1 unless a qualified ornithologist/biologist determines that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. In the region of the project site, most species complete nesting by mid-July; however, the date may be significantly earlier or later, and would have to be determined by the qualified biologist. At the end of the nesting cycle, and fledging from the nest by its occupants, as determined by a qualified biologist, temporary nesting buffers may be removed and construction may commence in established nesting buffers without further regard for the nest site. If active nesting buffers are established and a biologist does not confirm that the nesting cycle is completed, then the nesting buffers must be maintained until the end of the CDFW recognized nesting season (September 1).* *Should construction activities cause a nesting bird to do any of the following in a way that would be considered a result of construction activities, then the exclusionary buffer shall be increased such that activities are far enough from the nest to stop the following agitated behavior: vocalize, make defensive flights at intruders, get up from a brooding position, or*			

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT						
Item Number	**Checklist Question**	**Mitigation Measure**		**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
			fly off the nest. The revised non-disturbance buffer shall remain in place until the chicks have fledged or as otherwise determined by a qualified biologist in consultation with the City of Livermore. *A report detailing compliance with the provisions set forth herein shall be prepared by the qualified biologist and submitted for review and approval to the City of Livermore Community Development Department.*			
V-b,c	b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5 c. Disturb any human remains, including those interred outside of dedicated cemeteries	*V-1*	*In the event a potentially significant cultural resource is encountered during subsurface earthwork activities, all construction activities on-site shall cease and workers should avoid altering the materials until an archaeologist who meets the Secretary of Interior's Professional Qualification Standards for archaeology has evaluated the find(s). The Applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The qualified archeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to, culturally appropriate temporary and permanent treatment, which may include avoidance of cultural resources, in-place preservation, and/or re-burial on project property so the resource(s) are not subject to further disturbance in perpetuity. If avoidance is determined to be infeasible, pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for*	City of Livermore Community Development Department The Northwest Information Center (NWIC) The State Historic Preservation Office (SHPO)	During subsurface earthwork activities, in the event a potentially significant cultural resource is encountered	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. If necessary, excavation and evaluation of the find(s) shall comply with Section 15064.5 of the CEQA Guidelines. *Potentially significant cultural resources include, but are not limited to, stone, bone, glass, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites, including trash pits older than 50 years. Any previously undiscovered resources found during construction within the project site shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and will be submitted to the City of Livermore, the Northwest Information Center, and the State Historic Preservation Office (SHPO), as required.*			
		V-2 *In the event of the accidental discovery or recognition of any human remains, further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further*	City of Livermore Community Development Department Alameda County Coroner Native American Heritage	During construction, in the event of the accidental discovery or recognition of any human remains	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		excavation at the site or any nearby area suspected to contain human remains shall occur until the County Coroner has been notified to determine if an investigation into the cause of death is required. If the Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the Native American Heritage Commission may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 48 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner. In such a case, the landowner or his authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.	Commission (NAHC) (if the coroner determines that the remains are Native American)		

MITIGATION MONITORING AND REPORTING PROGRAM
PARKWEST CASINO 580 EXPANSION PROJECT

Item Number	Checklist Question	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-Off
VII-d	Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property	*VII-1* *Prior to approval of any grading permits, a Geotechnical Analysis shall be conducted by a California Registered Civil Engineer or Geotechnical Engineer to characterize the subsurface conditions of the project site. The report shall address and make recommendations on the following:* • *Road, pavement, and parking area design;* • *Grading practices;* • *Erosion/winterization; and* • *Special problems discovered on-site, (i.e., groundwater, expansive/unstable soils, etc.).* *All grading plans for the project shall be designed by a Civil and Structural Engineer and reviewed and approved by the Director of Public Works/City Engineer, Chief Building Official, and a qualified Geotechnical Engineer prior to issuance of grading and building permits to ensure that all geotechnical recommendations specified in the Geotechnical Analysis are properly incorporated and utilized in the project design.*	City of Livermore City Engineer Chief Building Official	Prior to approval of any grading and/or building permits	
VII-f	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature	*VII-2* *The following requirements shall be noted on project Improvement Plans, subject to review and approval by the City of Livermore Community Development Department. Should any vertebrate fossils (e.g., teeth, bones), an unusually large or dense accumulation of intact invertebrates, or well-preserved plant material (e.g., leaves) be unearthed by the construction crew, then ground-disturbing activity shall be*	City of Livermore Community Development Department	During construction, in the event of accidental discovery of vertebrate fossils, invertebrates, or well-preserved plant materials	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		diverted to another part of the project site and a paleontologist shall be called on-site to assess the find and, if significant, recover the find in a timely matter. Finds determined significant by the paleontologist shall then be conserved and deposited with a recognized repository, such as the University of California Museum of Paleontology. The alternative mitigation would be to leave the significant finds in place, determine the extent of significant deposit, and avoid further disturbance of the significant deposit. The City of Livermore Community Development Department shall be notified of the discovery of any paleontological resources.			
XVIII-a,b	a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k) b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in	*XVIII-1* *Implement Mitigation Measures V-1 and V-2.* *XVIII-2* *Tribal Monitoring. Prior to ground disturbing activities, the project applicant shall coordinate with the Confederated Villages of Lisjan Nation, the Amah Mutsun Tribal Band of San Juan Bautista, and the Indian Canyon Band of Costanoan Ohlone People to retain a representative Tribal Monitor(s). The Tribal Monitor(s) shall have the authority to halt and redirect work should any archeological or Tribal Cultural Resources be identified during monitoring. If archeological or Tribal Cultural Resources are encountered during ground disturbing activities, work within 100 feet of the find must halt and the find must be evaluated for listing in the CRHR and NRHP. Monitoring may be reduced or halted at the discretion of*	See Mitigation Measures V-1 and V-2 City of Livermore Community Development Department Representative Tribal Monitor	See Mitigation Measures V-1 and V-2 Prior to ground disturbing activities	

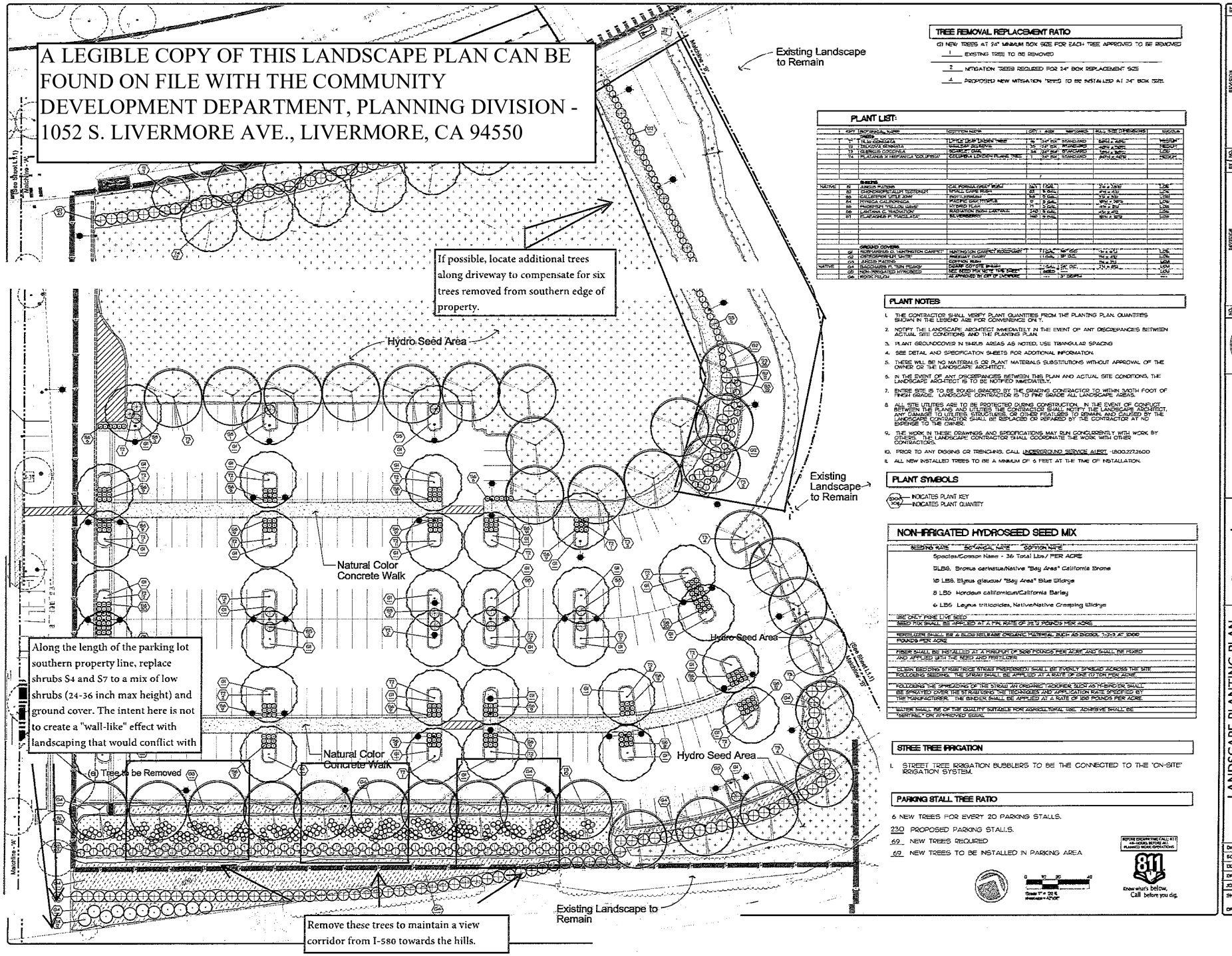
MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
	subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe	*the Tribal Monitor(s), in consultation with the City of Livermore Community Development Department, as warranted by conditions such as encountering bedrock, sediments being excavated are fill, negative findings during the first 50 percent of the entire area of ground disturbance, etc. If monitoring is reduced to spot checking, spot checking shall occur when ground disturbing activities moves to a new location within the project site and when ground disturbance will extend to depths not previously reached (unless those depths are within bedrock).*			
		XVIII-3 *Inadvertent Discovery of Tribal Cultural Resources. If cultural resources of Native American origin are identified during grading or excavation of the proposed project, all ground disturbing activities within 100 feet shall cease until an archeologist has evaluated the nature and significance of the find as a cultural resource and a representative from culturally affiliated Native American Tribes is consulted by the government agency. The archeologist will stake the area of discovery, placing stakes no more than 10 feet apart, forming a circle having a radius of no less than 100 feet from the point of discovery. If the entity in consultation with the consulting Tribe(s), determines that the resource is a Tribal Cultural Resource and thus significant under CEQA and/or the Tribe, the entity shall retain a qualified archeologist and a Tribal monitor, at the applicant's expense, to prepare a mitigation plan, which shall be implemented by*	Representative Tribal Monitor	During grading or excavation activities, in the event of accidental discovery of Tribal Cultural Resources	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		the entity in accordance with state guidelines and in consultation with the consulting Tribe. The mitigation plan shall include avoidance of the resource or, if avoidance of the resource is not feasible, the plan shall outline appropriate treatment of the resource in coordination with the consulting Tribe and, if applicable, a qualified archeologist. Examples of appropriate mitigation for the Tribal cultural resources include, but are not limited to, protecting the cultural character and integrity of the resources, protecting traditional use of the resources, protecting the confidentiality of the resources, or heritage recovery.			
		XVIII-4 *Tribal Cultural Resources Awareness Training. The following language shall be noted on project Improvement Plans, subject to review and approval by the City of Livermore Community Development Department:* *Prior to the initiation of construction, all construction crew members, consultants, and other personnel involved in project implementation shall receive project-specific Tribal Cultural Resource (TCR) Awareness Training. The training shall be conducted in coordination with qualified cultural resource specialists and representatives from culturally affiliated Native American Tribes. The training will emphasize the requirement for confidentiality and culturally appropriate, respectful treatment of any finds of significance to culturally affiliated Native American Tribes. All personnel required to receive the training*	City of Livermore Community Development Department	Prior to the approval of Improvement Plans	

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		shall also be required to sign a form that acknowledges receipt of the training, which shall be submitted to the City of Livermore Community Development Department for review and approval. As a component of the training, a brochure will be distributed to all personnel associated with the project implementation. At a minimum the brochure shall discuss the following topics in clear and straightforward language: • *Field indicators of potential archaeological or cultural resources (i.e., what to look for, for example: archaeological artifacts, exotic or non-native rock, unusually large amounts of shell or bone, significant soil color variations, etc.)* • *Regulations governing archeological resources and tribal cultural resources.* • *Consequences of disregarding or violating laws protecting archeological or tribal cultural resources.* • *Steps to take if a worker encounters a possible resource.* *The training shall include project specific guidance for on-site personnel including protocols for resource avoidance, when to stop work, and whom to contact if potential archeological or TCRs are identified. The training shall also address the stoppage of work if potentially significant cultural resources are discovered during ground disturbing*			

MITIGATION MONITORING AND REPORTING PROGRAM PARKWEST CASINO 580 EXPANSION PROJECT					
Item Number	**Checklist Question**	**Mitigation Measure**	**Monitoring Agency**	**Implementation Schedule**	**Sign-Off**
		activities, and in the case of possible human remains the proper course of action requiring immediate contact with the County Coroner and the NAHC.			

A LEGIBLE COPY OF THIS LANDSCAPE PLAN CAN BE FOUND ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION - 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550



TREE REMOVAL REPLACEMENT RATIO

(2) NEW TREES AT 24" MINIMUM BOX SIZE FOR EACH TREE APPROVED TO BE REMOVED

1 EXISTING TREE TO BE REMOVED

2 MITIGATION TREES REQUIRED FOR 24" BOX REPLACEMENT SIZE

4 PROPOSED NEW MITIGATION TREES TO BE INSTALLED AT 24" BOX SIZE

PLANT LIST:

	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE	WATER USE	REMARKS
		TREES					
	T1	LAGERSTROEMIA INDICA	CRAPE MYRTLE	14	24" BOX	MODERATE	
	T2	PISTACIA CHINENSIS	CHINESE PISTACHE	30	24" BOX	MODERATE	
	T3	QUERCUS AGRIFOLIA	COAST LIVE OAK	34	24" BOX	LOW	
	T4	PLATANUS X HISPANICA 'COLUMBIA'	COLUMBIA LONDON PLANE TREE	11	24" BOX	MODERATE	
NATIVE	S1	SHRUBS	CALIFORNIA GRAY RUSH	24	5 GAL		
	S2	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	63	5 GAL		
	S3	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLEBRUSH	54	5 GAL		
	S4	RHAMNUS CALIFORNICA	PACIFIC COAST HYBRID	0	5 GAL		
	S5	MUHLENBERGIA RIGENS	DEER GRASS	71	5 GAL		
	S6	LANTANA C. 'RADDIATION'	RADIATION RUSH LANTANA	140	5 GAL		
	S7	PLATANUS R. 'MACULATA'	BLYENBERRY	140	5 GAL		
		GROUND COVERS					
	G1	ROSMARINUS O. 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY		1 GAL	24" O.C.	
	G2	OSTEOSPERMUM 'WHITE'	FREEWAY DAISY		1 GAL	36" O.C.	
	G3	JUNCUS PATENS	CALIFORNIA RUSH				
NATIVE	G4	BACCHARIS P. 'TWIN PEAKS'	DWARF COYOTE BRUSH		1 GAL	3' O.C.	
	G5	HYDROSEED HYDROSEED	SEE SEED MIX ON "LEGEND" SHEET		SEED		
	G6	WOOD MULCH	AS APPROVED BY CITY OF LIVERMORE			3" DEPTH	

PLANT NOTES

1. THE CONTRACTOR SHALL VERIFY PLANT QUANTITIES FROM THE PLANTING PLAN. QUANTITIES SHOWN IN THE LEGEND ARE FOR CONVENIENCE ONLY.
2. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN THE EVENT OF ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND THE PLANTING PLAN.
3. PLANT GROUNDCOVER IN SHRUB AREAS AS NOTED, USE TRIANGULAR SPACING
4. SEE DETAIL AND SPECIFICATION SHEETS FOR ADDITIONAL INFORMATION.
5. THERE WILL BE NO MATERIALS OR PLANT MATERIALS SUBSTITUTIONS WITHOUT APPROVAL OF THE OWNER OR THE LANDSCAPE ARCHITECT.
6. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THIS PLAN AND ACTUAL SITE CONDITIONS, THE LANDSCAPE ARCHITECT IS TO BE NOTIFIED IMMEDIATELY.
7. ENTIRE SITE IS TO BE ROUGH GRADED BY THE GRADING CONTRACTOR TO WITHIN 3/10TH FOOT OF FINISH GRADE. LANDSCAPE CONTRACTOR IS TO FINE GRADE ALL LANDSCAPE AREAS.
8. ALL SITE UTILITIES ARE TO BE PROTECTED DURING CONSTRUCTION. IN THE EVENT OF CONFLICT BETWEEN THE PLANS AND UTILITIES THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT. ANY DAMAGE TO UTILITIES, STRUCTURES, OR OTHER FEATURES TO REMAIN, AND CAUSED BY THE LANDSCAPE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
9. THE WORK IN THESE DRAWINGS AND SPECIFICATIONS MAY RUN CONCURRENTLY WITH WORK BY OTHERS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS.
10. PRIOR TO ANY DIGGING OR TRENCHING, CALL UNDERGROUND SERVICE ALERT 1.800.227.2600
11. ALL NEW INSTALLED TREES TO BE A MINIMUM OF 6 FEET AT THE TIME OF INSTALLATION.

PLANT SYMBOLS

KEY — INDICATES PLANT KEY
QTY — INDICATES PLANT QUANTITY

NON-IRRIGATED HYDROSEED SEED MIX

SEEDING RATE	BOTANICAL NAME	COMMON NAME
	Species/Common Name - 36 Total Lbs./ PER ACRE	
	12 LBS. Bromus carinatus/Native "Bay Area" California Brome	
	10 LBS. Elymus glaucus/ "Bay Area" Blue Wildrye	
	8 LBS Hordeus californicum/California Barley	
	6 LBS Leymus triticoides, Native/Native Creeping Wildrye	
	USE ONLY FINE CLEAN SEED	
	SEED MIX SHALL BE HYDRO-SEEDED AT A MIN. RATE OF 25 ½ POUNDS PER ACRE.	
	FERTILIZER SHALL BE A SLOW RELEASE ORGANIC MATERIAL SUCH AS BIOSOL 1-2-3 AT 1000 POUNDS PER ACRE	
	FIBER SHALL BE INSTALLED AT A MINIMUM OF 2000 POUNDS PER ACRE AND SHALL BE MIXED AND APPLIED WITH THE SEED AND FERTILIZER.	
	CLEAN SEEDING STRAW (RICE STRAW PREFERRED) SHALL BE EVENLY SPREAD ACROSS THE SITE FOLLOWING SEEDING. THE STRAW SHALL BE APPLIED AT A RATE OF ONE (1) TON PER ACRE.	
	FOLLOWING THE SPREADING OF THE STRAW, AN ORGANIC TACKIFIER, SUCH AS M-BINDER SHALL BE SPRAYED OVER THE STRAW USING THE TECHNIQUES AND APPLICATION RATE SPECIFIED BY THE MANUFACTURER. THE BINDER SHALL BE APPLIED AT A RATE OF 100 POUNDS PER ACRE.	
	WATER SHALL BE OF THE QUALITY SUITABLE FOR AGRICULTURAL USE. ADHESIVE SHALL BE "SENTINEL" OR APPROVED EQUAL	

STREET TREE IRRIGATION

1. STREET TREE IRRIGATION BUBBLERS TO BE THE CONNECTED TO THE "ON-SITE" IRRIGATION SYSTEM.

PARKING STALL TREE RATIO

6 NEW TREES FOR EVERY 20 PARKING STALLS.

230 PROPOSED PARKING STALLS.

69 NEW TREES REQUIRED

69 NEW TREES TO BE INSTALLED IN PARKING AREA

811 Know what's below. Call before you dig.

Scale 1" = 20 ft

KIER+WRIGHT — 2355 Crow Canyon Road, Suite 450, San Ramon, CA 94583 — Phone (925) 743-1788 — www.kierwright.com

GreenDesign Landscape Architects, Inc. — 1455 Adams Drive, Menlo Park, CA 94025 — p: 718.809.9584 — email: bhatch00@stanford.net

LANDSCAPE PLANTING PLAN
OF
AIRWAY BOULEVARD AT N. CANYONS PARKWAY
FOR
MONUMENT PROPERTIES LIVERMORE, LLC
LIVERMORE, CALIFORNIA

DATE	06/28/2022
SCALE	1" = 20'
DESIGNED	CK
DRAWN BY	CK
JOB NO.	623649
SHEET	L1.0
OF	13 SHEETS

EXHIBIT A

CITY OF LIVERMORE
ENGINEERING CONSIDERATIONS

Date: December 23, 2024

LOCATION: **950-968 North Canyons Parkway & unaddressed vacant property to the east of 950-968 North Canyons Parkway**
DEVELOPER: **Monument Properties Livermore LLC**
PLANNING REFERRAL #: **MUNI 24-002, DCA 24-004, DA 24-003, CUPM 24-001, SPDRM 24-024, & SPDR 24-010**

Note: Specific conditions are shown in large type. *Standard conditions that apply to this project are shown in italic type.*

1. DEFINITIONS:

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer:	*Person(s) or Corporation(s) that will obtain permits for construction*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. PROJECT ENTITLEMENTS

A. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

B. Approval or conditional approval of the above listed entitlements and agreement shall not supersede these Engineering Considerations and any applicable City Standards nor limit the City's Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering considerations and the City's Standard engineering specifications and details.

3. SPECIFIC CONDITIONS:

The Developer shall comply with the following conditions:

A. The fire service and fire sprinklers shall be connected to the potable water system.
B. The Developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed water services as directed by the City Engineer. All waterline valves must notate "EPDM" on the valve body.

C. There are no existing overhead electric, telephone, and cable TV wires along the frontage of this project. However there are existing overhead electric power that are 60KV and higher along the southern boundary of this site. The existing electric power that is 60KV or higher can remain overhead and all new services shall be installed underground (with the exception of electric lines with 60 KV and higher voltages). The Developer shall note this work on the approved site plans.

D. There is/are existing City sanitary sewer/storm drain/water easement(s) on-site. Trees, structures, and other utility facilities shall not be placed within this/these easement(s).

E. There are private easements on this site and it is the Developer's responsibility to not interfere with the use of these easements.

F. The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with a minimum of one of the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

G. All proposed on-site improvements shall not impede into the existing Caltrans right of way located along the southern boundary of this project.

H. The Developer shall dedicate a public sidewalk easement along the frontage of North Canyons Parkway where new sidewalk, curb, gutter, and bus shelter are located beyond the existing public right of way.

I. In accordance with the CEQA analysis for this project, the maximum amount of soil export for the surface parking lot shall be limited to 49,000 cubic yards or less.

J. The development shall annex into Community Facilities Maintenance District 2023-1 (Isabel Neighborhood Specific Plan) to provide the City maintenance funds to maintain portions of

public infrastructure and landscaping that is installed with the Isabel Neighborhood Specific Plan in accordance with the applicable rate and method of apportionment. The Developer shall initiate and bear the costs for the annexation into CFD 2023-1. Annexation documents shall be filed prior to the issuance of any permit for the project. The necessary documentation shall be submitted for City review with the first building permit plan submittal.

K. This development is within the Triad Community Facilities District 90-1A and is subject to the charges and requirements thereof.

L. The developer shall provide a reciprocal access easement/agreement with the adjacent property. This document shall be recorded prior to the issuance of a permit for the project.

4. STORM WATER SITE DRAINAGE AND TREATMENT REQUIREMENTS:

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.

For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

The Developer shall connect to the existing city storm drain line located along the southern boundary within the existing city storm drain easement without encroaching into the existing Caltrans right of way.

C. Stormwater Drainage Maintenance Funding

The cost to maintain all private storm drainage infrastructure installed with this project shall be funded by the Developer.

D. Stormwater Treatment, Detention and Trash Capture Requirements

1. The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture, is required by the Regional Water Quality Control Board. The Developer shall complete and or update the required Stormwater Quality Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements indicated in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. Approval of this plan and calculations by the City is required prior to the approval of the building permit.

2. If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

3. Prior to building permit approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by more than one property owner a cleanout will be necessary at the property lines to allow the property owners to maintain their portion of the private stormwater treatment system. If the stormwater treatment device will be maintained by a Business Association then the cleanouts or manholes at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on an exhibit and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement shall be recorded prior to occupancy.

E. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

5. REQUIRED ON-SITE SOURCE CONTROL STORMWATER MEASURES:

The Regional Water Quality Control Board adopted Order R2-2022-0018 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable..."*

In accordance with this requirement, the following source control measures are included as part of these Conditions of Approval shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

   On-site storm drain inlets shall be clearly marked with the words "No Dumping! Flows to Bay" on a stainless steel marker. The stainless steel markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains (Not Used)

3. Parking Garages (Not Used)

4. Pesticide/Fertilizer Application and Irrigation

   a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

   b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.
iv. Select pest and disease resistant plants.
v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

5. Pool, Spa, and Fountain Discharges (Not Used)

6. Food Service Equipment Cleaning (Not Used)

7. Refuse Areas

   a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered food/trash compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

   b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge directly to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

8. Outdoor Process Activities/Equipment [1] (Not Used)

9. Outdoor Equipment/Materials Storage (Not Used)

10. Vehicle/Equipment and Commercial/Industrial Cleaning (Not Used)

11. Vehicle/Equipment Repair and Maintenance (Not Used)

12. Fuel Dispensing Areas (Not Used)

13. Loading Docks (Not Used)

14. Fire Sprinkler Test Water

    Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

15. Miscellaneous Drain or Wash Water

    a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

[1] Examples of businesses that may have outdoor process activities and equipment include machine shops and auto repair shops, and industries that have pretreatment facilities.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

16. Architectural Copper Installation (Not Used)

B. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

   Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Vehicle/Equipment Repair and Maintenance (Not Used)

3. Fueling Areas (Not Used)

4. Loading Docks (Not Used)

5. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

6. Architectural Copper Cleaning, Treating or Washing (Not Used)

6. STREETS:

A. The Developer shall install new separated bike lanes, striping, new bus turnout with a 6'x20' LAVTA approved bus shelter, and sidewalk improvements from Doolan Road to Airway Blvd. along North Canyons Parkway as depicted on sheets C2.0, C4.0, and C5.0 of the proposed planning entitlement plan set for this project.

B. The Per the provisions of DA 24-003, the Developer shall apply for an encroachment permit with the City and Alameda County to install "No Parking" signs along the west side of Doolan Road and along both sides of Collier Canyon Parkway. Within the City limits, the "No Parking" signs shall extend north for a minimum of 900 feet from the southern end of Doolan Road. The language, spacing, and ultimate extent of signs along Doolan Road shall be done to the satisfaction of the City Engineer or Alameda County Public Works Agency, respectively.

C. The developer shall modify the existing 3-way traffic signal to a new 4-way traffic signal at the intersection of North Canyons Parkway and the project's proposed new access driveway. The modification shall include all required upgrades for a fully traffic actuated traffic signal per current City and Caltrans standards and using equipment as specified by the City Engineer. Traffic signals shall be in operation seven days prior to the occupancy.

7. STANDARD CONDITIONS:

A. The Developer shall field verify the locations of all existing utility systems (water, sewer, drainage, electric, gas, etc.) that are necessary for this project.

B. The Developer shall extend necessary utilities to this site so that this project can be connected to them.

C. Submit plans of all existing and proposed public improvements, sanitary sewer and water services, and on-site storm drainage, for review and approval prior to building permit issuance.

D. Construct underground utility services (electric, phone, etc.) to the site. These services are typically from the utility mains that are located along a site's street frontage(s). The Developer shall note this work on the approved site plans.

E. Construct functional systems for on-site and off-site storm drainage, sanitary sewerage, and water.

G. Intercept and dispose of existing drainage upgrade from the site by an approved storm drainage system to avoid off-site ponding or the concentration of the natural run-off along the periphery of the site. Complete sufficient off-site investigation to insure that the plans clearly delineate existing conditions.

H. Avoid conflict with flood hazard areas per the City Code.

I. Install a one-way cleanout on all 6-inch laterals to provide for cleaning the laterals from the cleanout to the sewer main.

J. Install fire hydrants per Fire Marshal's recommendation.

K. This project is located within the reclaimed water service area, the irrigation system shall be connected to the reclaimed water system. If the Reclaimed water main is not currently located along the sight frontage of this project, the Developer shall extend the water main as necessary to connect to the main along said project site frontage.

L. Prepare a "Reclaimed Water Engineer's Report". (This development is within an area served by the City's reclaimed water system.)

M. Obtain City approval and State Department of Health Services approval of the "Reclaimed Water Engineer's Report" prior to issuance of a building permit.

M. Connect the fire hydrant service and the irrigation service to the City's reclaimed water system.

N. A separate water meter(s) shall be provided for the irrigation of the landscaping.

O. Prior to removal of a 1-inch, a 1.5-inch, or a 2-inch water service, the Developer shall contact the City's Water Resources Division at (925) 960-8100, and ask if the City would like to convert the service to a water sampling station. Existing water services (of any size) that will not be used by the proposed development shall be abandoned at the main unless the City wants to convert it to a water sampling station. Large services shall be abandoned by placing a blind flange on the tee at the main. Small services shall be abandoned by removing the corporation stop valve and by then installing the appropriate plug in the services. Any valves or meters on abandoned services shall be removed. The meters shall be returned to the Water Resources Division if they are not reused. The Developer shall coordinate water service installations and removals with the City's Water Resources Division as well as with the public works inspector.

P. The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The

fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C. The fire service(s) shall be located so that the fire service backflow preventer(s) can be screened without blocking sight distance at driveways and intersections.

Q. Provide adequate sight distance at all driveways and intersections. Monument signs and landscaping at driveways shall be located so that they don't restrict the sight distance of exiting drivers. Landscaping and mounding in the sight distance area along the street shall be kept to a maximum height of 2.5 feet above the top of street curb. Tree branches in the area shall be trimmed to be a minimum of 8 feet above the top of the street curb.

R. All new driveways shall be street level driveways per City Detail ST-6. Driveway widths shall comply with Note 4 on City Detail ST-8.

S. (Not Used)

T. (Not Used)

U. (Not Used)

V. Utility cuts in the frontage street along this project will require a 1-1/2" overlay across the entire length of the affected street frontage(s) to water seal the street surface, to restore the ride quality of the street surface, and to restore the appearance of the street surface.

W. Modify signing and striping as necessary.

X. (Not Used)

Y. (Not Used)

Z. If the project is on a corner lot and the sidewalk does not already have a standard access ramp then the applicant shall construct a City standard access ramp.

AA. (Not Used)

BB. (Not Used)

CC. (Not Used)

DD. Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

1. Construction Operations - Dust shall be controlled. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste

from painting, sawcutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

2. Pavement Cleaning - Flushing of streets/parking lots to remove dirt and construction debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.

EE. Prepare all public improvement plans in conformance with the latest edition of the following City of Livermore documents:

1. *Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

FF. Submit for approval a cost estimate for the public improvements.

GG. Submit for approval a cost estimate for the public improvements. Prior to the issuance of a building permit for the site, the Developer shall provide cash or a check in the amount of the City approved cost estimate and a letter stating that the City of Livermore may put this money in a non-interest bearing trust account and may use this money at its discretion to correct safety problems if the Developer's contractor leaves unsafe conditions while performing the work, and that the City could also use this money at its discretion to restore off site or public areas to a satisfactory condition if the Developer were to abandon the project when it was partially completed. If unused this money will be returned to the Developer when the City has accepted the public improvements.

HH. Submit a certificate of insurance in the form and with the coverages required by the City.

II. Obtain an Encroachment Permit from the City's Permit Center at (925) 960-4440, prior to starting any public improvements. Construct all public improvements per City standard details and specifications.

JJ. (Not Used)

KK. Replace any broken or displaced curbs, gutters, sidewalks and driveways. The Engineering Division at (925) 960-4500 will mark the location of these defective facilities upon request by the Developer.

LL. Complete all public improvements prior to occupancy, except that the Developer may formally request to defer items that are not related to public safety. Any request to receive occupancy prior to the completion of all public improvements shall be submitted in writing to

the City Engineer and shall include the reasons that justify the request, and the number of weeks after occupancy that are needed to complete the improvements. If the request is approved by the City Engineer, the Developer may submit a cash bond in the amount of 200% of the cost of the deferred improvements with a letter that states that if the Developer has not completed the improvements by the date established by the City Engineer, the Developer will forfeit the entire cash bond to the City. The Developer's letter shall also state that the Developer understands that the City will use the forfeited funds to complete the improvements, and that the Developer also understands that the City will retain any unspent portion of the funds for administrative expenses.

MM. Submit descriptions, plats and deed documents for all necessary right-of-way and easement dedications for review and approval. The City will only accept right-of-way and easement dedications after the improvements required over said dedications have been completed by the Developer and approved by the City. The Developer shall not receive approval for occupancy until required dedications have been accepted.

8. DEVELOPMENT FEES:

A. Pay current development fee rates as adopted by the City Council. (They may be adjusted from time to time to reflect the cost of providing a facility.) The fees shall be those that are in effect on the date the City receives a complete application for a building permit. The City's "Development Fees" information sheet has the following fees that apply to this project:

City Storm Drainage
County Storm Drainage – Building
County Storm Drainage - Public Improvements
Sanitary Sewer Connection
Encroachment Permit
Inspection for Public Improvements
Building Permit
Park Facilities Fee
City Water Connection
Alameda County Water Connection, Zone 7
Tax on Construction
Low Income Housing Impact (Commercial and Industrial)
Traffic Impact Fee
Improvement Plan Check Fee
Tri-Valley Transportation
Art in Public Places
General Plan Cost Recovery
Social and Human Services
School Impact Fees (contact the Livermore School District at (925) 606-3200.)

9. INFORMATION FOR THE DEVELOPER:

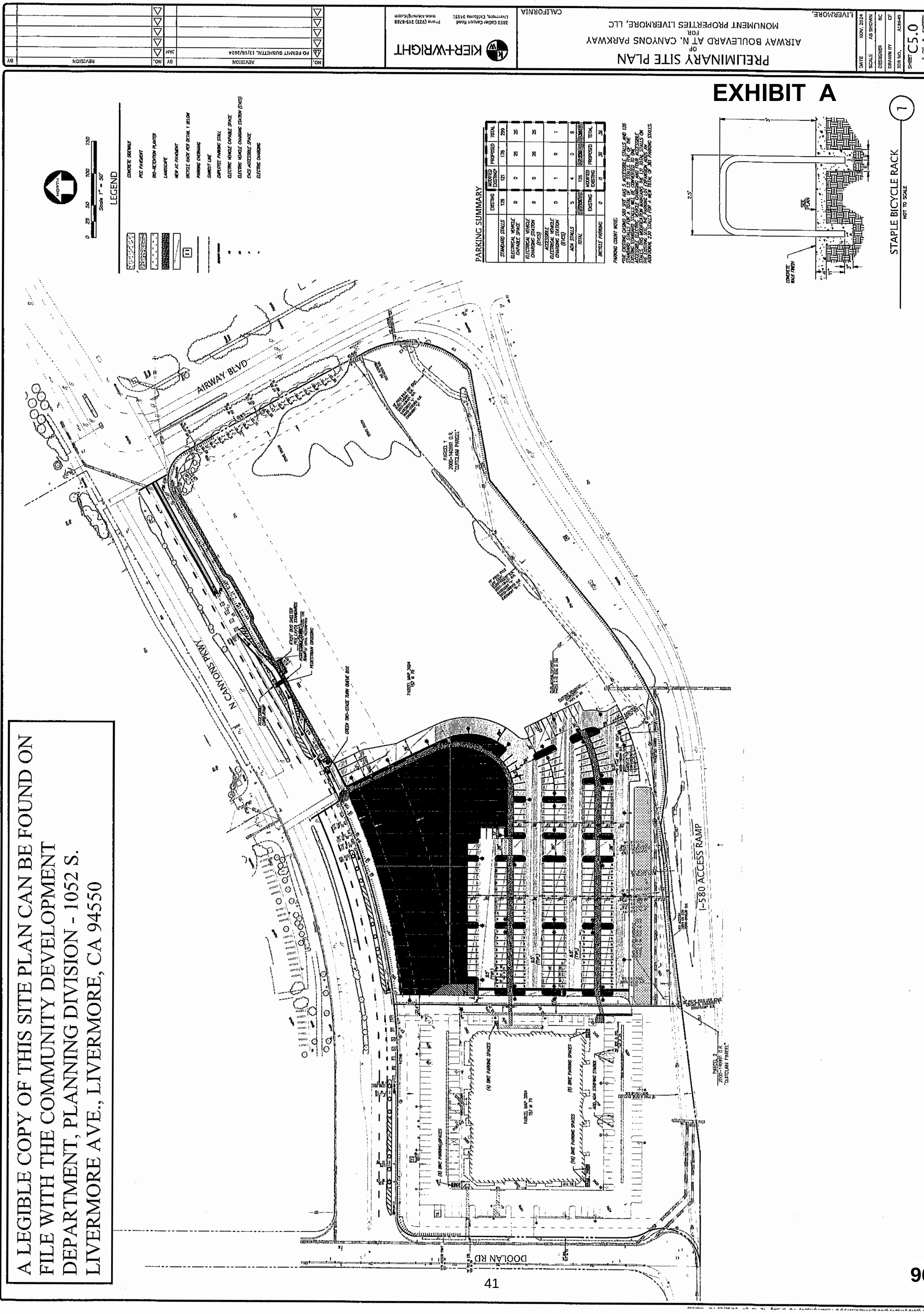
There are City Municipal Code requirements regarding the quality of water that is discharged to the sanitary sewer and the storm drainage systems. The Developer should contact the City's Water Resources Division at (925) 960-8100.

FL:DES:MAP

Muni24-002 - Casino 580 Engineering conditions Final for PC 12-23-24

EXHIBIT C

EXHIBIT A



A LEGIBLE COPY OF THIS SITE PLAN CAN BE FOUND ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION - 1052 S. LIVERMORE AVE., LIVERMORE, CA 94550

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolution declaring parcels within the City which contain weeds, refuse, rubbish, and/or dirt a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 14, 2025, to receive protests and direct staff to proceed with field abatement work.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution declaring parcels within the City which contain weeds, refuse, rubbish, and/or dirt a public nuisance requiring abatement, direct staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 14, 2025, to receive protests and direct staff to proceed with field abatement work.

SUMMARY

The Fire Department will be the lead agency for following the Government Code Section 39560 et seq. for fire hazard abatement. Staff will start notification to property owners upon adoption of the resolution. This will afford property owners the maximum amount of time to abate the hazards created by weed growth. Abatement not completed by property owners prior to May 31, 2025, will be targeted for enforcement by the city contractor.

DISCUSSION

The fire hazard abatement program is a critical fire prevention program. The properties listed in the attachment have the potential to pose a fire hazard by having an overgrowth of weeds, dead and dying combustible vegetation, which create a fire hazard and a public nuisance. The Fire Department will provide written notice by mail to property owners requesting abatement. Should the property owner not complete the abatement, the city contractor will perform all necessary weed abatement. Staff will provide a schedule to all property owners including abatement timelines, type(s) of work needed based on parcel type, size, and location. A brief overview of the process is as follows:

1. The Fire Department receives and reviews a list of vacant properties annually.
2. If the Resolution for this agenda item is approved, the Fire Department will provide written notice

to property owners declaring non-complying parcels a nuisance.

3. At a future City Council meeting, the Council will have the opportunity to hear any objections by property owners and direct staff to abate fire hazards caused by overgrown weeds and dead and/or dying vegetation from the parcels.
4. For properties where abatement has not been completed by the deadline, the Fire Department will send notice to property owners declaring noncompliance with weed abatement standards.
5. The Fire Department will direct the City contractor to conduct the work.
6. Fire Department staff will then audit all fieldwork and process paperwork for City abated parcels including billing, processing of payments and processing non-payer information for addition to property tax rolls.
7. If required, at a third City Council meeting, a hearing will be held to receive private parcel owners' protests of costs associated with fire hazard abatement and to direct the City Clerk to file special assessments on parcels with the Alameda County Tax Collector.

The Fire Department will be proactive in fire prevention and public safety regarding fire hazard abatement. This program affords the City a method to keep potential fire loss and injury to a minimum as a result of natural cover fires.

FISCAL AND ADMINISTRATIVE IMPACTS

The fire hazard abatement costs are fully recoverable. Property owners are invoiced for all work performed as well as an administrative charge. Last year the total cost of work was $7,524 which included the administrative costs incurred by the City in accordance with Section 39572 of the government code. The Finance Division files abatement costs with the Alameda County Tax Collector on any unpaid invoices for abatement work as a special assessment to the tax roll.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

ATTACHMENTS

1. Resolution
2. Exhibit A - List of Parcels & Property Owners

Prepared by: Shiffon Smith
Administrative Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING THAT CONDITIONS OF GROWING WEEDS, ACCUMULATED REFUSE, RUBBISH OR DIRT THAT EXIST, AND THAT ARE SEASONAL AND RECURRENT, ON PRIVATE PROPERTY AND/OR ADJACENT STREETS, PARKWAYS AND/OR SIDEWALKS AS DESCRIBED HEREIN, ARE DECLARED TO BE A PUBLIC NUISANCE

The Livermore City Council has authority, pursuant to California Government Code sections 39561 and 39562.1, to declare that there exist conditions, or that seasonal and recurrent conditions exist, of growing weeds, accumulated refuse, rubbish or dirt, on private property and/or adjacent streets, parkways and/or sidewalks in the City of Livermore.

The Livermore City Council also has the authority to find that such conditions constitute a public nuisance and should be abated.

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

1. There exist conditions, and seasonal and recurrent conditions exist, of growing weeds, accumulated refuse, rubbish or dirt, on private property and/or on the streets, parkways and/or sidewalks adjacent to each parcel of real property described in Exhibit A, attached hereto, and that such conditions are declared a public nuisance and shall be abated;

2. The Fire Chief is designated as the public official empowered to perform duties imposed by Government Code Section 39560, et seq.;

3. The City Clerk, or her designee, when mailing written notice of the proposed abatement to all property owners listed in Exhibit A, attached hereto, at least five days prior to the time for hearing objections by the Livermore City Council, shall take to ensure the notice is also sent to the current owners of those properties; and

4. A public hearing shall be held on April 14, 2025, at 7:00 p.m., at which time property owners having objections to the proposed removal of weeds, rubbish, refuse and dirt, will be heard and given due consideration.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – List of Parcels & Property Owners

Livermore-Pleasanton Fire Department
2025 List of Parcels

EXHIBIT A

	Parcel Number	Situs Address	Owner(s)
1	099B510000500	1080 CENTRAL AVE	1080 CENTRAL LLC
2	099 004000805	5281 SOUTHFRONT RD	300 VERNAL DR LLC
3	099B575300300	HAWTHORNE AVE	7770 HAWTHORNE LLC
4	099 1356 005 00	355 E Vineyard Ave	ABBOUD FAYEZ E & RIMA F TRS
5	099 001502304	1309 HILLIKER	ADAMS SHELLY TR
6	902 000800100	3658 LAS COLINAS RD	ADVENTUS
7	099 010003100	PORTOLA AVE (PASEO LAGUNA SECO)	ALAMEDA COUNTY FLOOD CONTROL
8	099B535101811	VASCO RD	ALAMEDA COUNTY FLOOD CONTROL
9	099B-5404-003-00	6800 Altamont Creek Dr	Alameda County Flood Control
10	099B-8101-009-00	Pasatiempo ST	Alameda County Flood Control
11	099B-5303-002-00	Altamont Creek Dr	Alameda County Flood Control & Water Conserv Dist
12	099B-5302-005-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
13	099B-5302-004-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
14	099B-5300-010-00	Vasco Rd	ALBRIGHT SHARON L & ELK KAREN J TRS & ELK KAR
15	099 -0024-001-05	Bluebell Dr	ALBRIGHT SHARON L TR & ELK KAREN J TR
16	902 000801106	US HWY 50 E	ANDERSON CALVIN B Tr
17	904 001200900	625 W JACK LONDON BLVD (DISCOVERY	ARKAY LAND LLC
18	904 001201000	450 DISCOVERY DR	ARKAY PROPERTIES LLC
19	904 001201100	DISCOVERY DR	ARKAY PROPERTIES LLC
20	099 132501200	4715 BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
21	099 132508500	BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
22	099 010000500	1240 N LIVERMORE AVE	ART MONUMENT CO INC
23	099 115000406	4743 EAST AVE	ASBURY METHODIST CHURCH
24	099 072521200	2301 BESS AVE	ATWAL DEEPAKPAL & HARPARTAP
25	099 010003002	1700 PASEO LAGUNA SECO	AUTUMN SPRINGS RE INVESTORS LP
26	099 132504300	5002 PRESTON	BAY AREA LLC
27	099A290201000	5054 ERICA WAY	BENNETT LEON R
28	098A061000400	EAST AVE	BIG RED BUDDY LP & ERLICH STEVEN J & LINDA R TRS
29	099B812005300	DRY CREEK CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
30	099B812005400	LAKE CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
31	099B575202400	6877 Brisa St	BOARD OF TRUSTEE OF Lsj UNIVERSITY TR
32	099 -1365-008-00	Holmes St	BOSSI ROBERT D & DEBORAH D TRS & ROSENBERG DA ETAL
33	099 131603300	212 RICKENBACKER CIR	BPC ENTERPRISES LLC
34	099 0751 012 08	2111 Pleasant View Ln	BURY DOUGLAS W & SHARI G TRS
35	099B811007900	N GREENVILLE RD	CABRE TECH SOLUTIONS INC
36	099 136800100	3401 HANSEN RD	CALIFORNIA WATER SERVICE COMPANY
37	904 001201200	DISCOVERY DR	CH DISCOVERY DRIVE LLC
38	904 001201300	DISCOVERY DR	CH DISCOVERY DRIVE LLC
39	903 001000204	COLLIER CANYON RD	CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
40	905 001500800	2768 COLLIER CANYON RD	CHU YUETMING & MIRIAM L TRS
41	905 001901800	TRIAD DR	CIVIC NORTH CANYONS PARKWAY LLC
42	905 001000403	TRIAD DR (OLD GLORY DR)	CIVIC TRIAD EAST LLC
43	099 001502203	LAS POSITAS	COOK DEVIN C & AUDRA M
44	905 001502600	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
45	905 001502700	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
46	905 001502800	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
47	905 001502900	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE

Livermore-Pleasanton Fire Department
2025 List of Parcels

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48	099 131103507	2395 Lennox Ln	CORNERSTONE REALTY FINANCE & INVESTMENTS CORP
49	099B507500610	VASCO RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
50	904 000500330	200 E AIRWAY BLVD	COUNTYALAMEDA FLOOD CONTROL & WATER CONSERVATION
51	099 132604200	305 S VASCO RD	D BRUZZONE LLC
52	099B575201000	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
53	099 1343 035 02	342 Kalthoff Cmn	DANGTRAN JOSEPH V & PHUONGUYEN N TRS
54	099 012600700	CALLE DEL SUENO	DAVIDON HOMES
55	098 -0346-021-00	909 N L St	DERONG INVESTMENT 1 LLC
56	098 -0346-022-00	909 N L St	DERONG INVESTMENT 1 LLC
57	098 028100900	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
58	098 028101000	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
59	099B575304500	NATIONAL DR	DGSG PROPERTIES LLC
60	099B811007800	200 N GREENVILLE RD	DIAMOND LODGING INC
61	099A150004800	2171 RESEARCH DR	DPR REAL ESTATE INVESTMENTS LLC
62	099B545000200	LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
63	099B545000300	1467 LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
64	099 007500704	EDINBURGH DR	EDINBURGH FORTUNES LLC
65	099 133610900	HIGHLAND ST	EDINBURGH FORTUNES LLC
66	099B575303900	750-758 ENTERPRISE CT	Enterprise Court LLC
67	099B575304000	704-748 ENTERPRISE CT	ENTERPRISE COURT LLC
68	099B575300700	7589 NATIONAL DR	EVANS DAN L & KATHLEEN M TRS
69	099B575303800	751-799 ENTERPRISE CT	EVANS DAN L & KATHLEEN M TRS
70	099 010003008	PASEO LAGUNA SECO	FALLON ENTERPRISES INC
71	099 001502606	1365 HILLIKER	FEDERICO JOHN & GINNY D
72	902 000800202	US HWY 50 E	FERRARI FAM LTD PTP & SCHMIDIG FRANK JR TR ETAL
73	099B811006200	LAWRENCE DR	FORMFACTOR INC
74	099B811006400	LAWRENCE DR	FORMFACTOR INC
75	099A293900200	2453 COWAN WAY	FRYDENDAL SUE TR
76	099 001502400	1301 HILLIKER	FUKUSHIMA HIROSHI & DIANNE TRS
77	904 000500407	US HWY 50 E	GANDOLFO CATHERINE ETAL
78	099B540101000	LAUGHLIN RD	GARCIA TIMOTEO R & ELIZABETH N
79	098 021300305	Elm St	GHAG MAKHAN & JOHAL AMRIK
80	099 001503000	1300 HILLIKER	GREENE WILLIAM J & LIEN L
81	099B-5500-002-07	7313 Northfront RD	Greenvill Star Center LLC
82	099B-5404-001-00	Altamont CRK	Greystone Homes Inc
83	099 1361 006 00	567 E Vineyard Ave	HLW LLC
84	099B812600600	631 PINNACLE	HOLLAND NINE LLC
85	099B811702403	LAUGHLIN RD	HOM WING Y & LAI C TRS
86	099A290201400	360 ERICA CT	HOWARD NICHOLAS L & JUNKO
87	099-0024-009-30	Hartford Ave	Huffman Broadway Group Inc
88	099-0024-009-16	Hartford Ave	Huffman Broadway Group Inc.
89	903 001004600	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
90	903 001004700	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
91	903 001004800	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
92	903 001005200	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
93	903 001005300	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
94	903 001005400	PORTOLA AVE	ISABEL PORTOLA OWNER LLC

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95	903 001004900	PORTOLA	ISABEL PORTOLA OWNER LLC
96	099B570000207	151 GREENVILLE	JDB PROPERTIES LLC
97	099A292600300	S VASCO RD	Jiang Licheng
98	098 021300303	732 N K ST (ELM ST)	JOHAL AMRIK S & GHAG MAKHAN S
99	099B810301303	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
100	099B810301402	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
101	099 001503900	1300 HILLIKER	KAUR HARPREET & BHULLAR RAJINDER B
102	099 010001830	1202 PORTOLA	KENT E G & BEVERLY C TRS
103	099 -1343-012-00	E VALLECITOS RD	KKB BRO LLC
104	905 001501800	CONSTITUTION DR	KMTJ INVESTMENTS LP
105	905 001501900	CONSTITUTION DR	KMTJ INVESTMENTS LP
106	098 035005400	MARYLIN AVE	KREMER KENNETH A TR
107	099 1343 033 00	353 Kalthoff Cmn	La Phong & Sai Etal
108	099 1366 004 00	Cellars Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
109	099 1367 004 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
110	099 1367 005 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
111	099B540100900	LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
112	099B540101100	788 LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
113	099 080100500	2301 CONCANNON BLVD	LAUNCH PAD VENTURES LLC
114	099 002300800	LASSEN RD	LD FUND III LIVERMORE LAND LLC
115	099 068200600	ARROYO	LEE SHIUH K & WEI SHUYIN J TRS
116	098 0356 139 00	10 N Murrieta Blvd	Lexington Associates
117	099 1343 019 00	763 Kalthoff Cmn	LIN ALAN Z & XING SUSAN S TRS
118	099 001500314	2251 LAS POSITAS RD	LINDEN SUMMIT INVESTMENT CO Castle Management
119	904 000406400	NISSEN DR	LIVERMORE AIRWAY BUSINESS PARK
120	904- 0004-072-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
121	904 -0004-073-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
122	904 001201803	875 Atlantis Ct	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
123	099 134301100	e vALLECITOS rD	LIVERMORE AREA RECREATION & PARKS DISTRICT
124	099B-5302-002-00	Vasco Rd	Livermore Area Recreation & Parks District
125	099 1343 030 00	320 Kalthoff Cmn	Livermore Crest LLC
126	099B-5302-001-00	Vasco Rd	Livermore Homebuilders LP
127	098A041402806	600 MAPLE ST/SCHOOL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
128	905 001401500	N CANYONS PKWY	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
129	099 025700100	400 WALL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
130	099 -0024-001-13	Bluebell Dr	Livermore Valley Preserve LLC
131	098 022700300	Walnut St	LONG JACK B & VOLKMAN SHERYL I
132	099A150007401	2176 RESEARCH DR	LREH CALIFORNIA LLC
133	099 136200400	HANSEN RD	MALAKOFF NATHAN
134	099 136800200	HANSEN RD	MALAKOFF NATHAN G & JENNIFER M TRS
135	098 025602700	JUNCTION AVE	MALLONI JAMES TR
136	099 137000300	1670 PORTOLA AVE	MANCINI KAROL & RANDY
137	099 001502202	LAS POSITAS	MATTO ALLEN J & CAROL A TRS
138	099 004007500	5605 SOUTHFRONT RD	MCGRATH RENTCORP
139	099 004007600	5605 SOUTHFRONT RD LI	MCGRATH RENTCORP
140	099 004007800	5605 SOUTHFRONT RD	MCGRATH RENTCORP
141	099 004007900	5605 SOUTHFRONT RD	MCGRATH RENTCORP
142	099 010003200	PORTOLA AVE	MCRAE JOHN S
143	097 002200100	1783 2nd St	MITOMA PROPERTIES LLC

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144	905 000901303	COLLIER CANYON	MONUMENT PROPERTIES LIVERMORE LLC
145	099 001504000	1302 HILLIKER	MUMFORD STEVEN & SUSAN
146	099 1343 024 00	51 Vallecitos Rd	MUSCO FELIX P & JOSEPHINE
147	097 014305600	1202 Concannon Blvd.	NIGHTWING PROPERTIES LLC
148	099B587502900	SOUTHFRONT RD	P G & E CO 135-1-43A-1
149	099 004001026	5179 PRESTON AVE	P G & E CO 135-1-78A-1
150	099 040000103	1919 LOMITAS AVE	PATTON ROBERT A & LOUISE K TRS
151	099B 812900500	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
152	099B-8129-009-00	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
153	099 132603700	LA RIBERA ST	PETERSON PROPERTIES LLC
154	099 133609705	LOCH LOMAND WAY	PORTOLA GLEN TOWNHOMES OWNERS ASSOCIATION
155	099B811008100	200 S FRONT RD	PPV PROPERTIES LLC &
156	099 010003701	2169 LAS POSITAS CT	READ LAURA TR
157	099 025600100	E STANLEY	REES ANNIE
158	099A290201300	372 ERICA CT	REPPAS JULIE V & STEVEN D
159	099 131601100	137 RICKENBACKER	Rickenbacker Circle Associates Llc
160	099 040000728	LOMITAS AVE	ROMAN CATHOLIC BISHOP OAKLAND
161	099 001502803	LAS POSITAS RD	RUBY BEAR LP
162	099 001502802	LAS POSITAS	RUBY BEAR LP
163	099 001503100	1250 HILLIKER	RUSSELL JERRY L JR & ARENDELL LEILANI W TRS
164	099 004001800	N MINES RD	S P CO 872-1-98H-POR 11
165	099B570000301	N GREENVILLE RD	S P CO 872-1-99L-42
166	098 -0298-005-00	659 Andrews St	SABIN DON
167	099 133101200	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
168	099B540101200	6978 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
169	099B540101301	6884 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
170	099B540101303	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
171	099B540101601	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
172	099B540101700	6784 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
173	099B540101801	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
174	099B540101900	6690 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
175	099B542500300	HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
176	099B542500400	801 HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
177	099B542500500	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
178	099B542500600	6634 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
179	099B542500700	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
180	904 000500333	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
181	904 000400402	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
182	904 000400403	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
183	903 -0010-037-04	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
184	903 -0010-036-03	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
185	099 068000800	ROCKINGHAM CT	SCARLET BEAR
186	099A-2936-007-00	2600 S Vasco Rd	SCOTT RICHARD H TR
187	903-0010-056-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
188	903-0010-057-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
189	903-0010-058-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
190	903-0010-061-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
191	903 001900100	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
192	903 0014 004 00	PORTOLA AVE	SHEA HOMES INC

Livermore-Pleasanton Fire Department
2025 List of Parcels

193	903 0014 005 00	PORTOLA AVE	SHEA HOMES INC
194	903 0014 006 00	PORTOLA AVE	SHEA HOMES INC
195	903 0014 007 00	PORTOLA AVE	SHEA HOMES INC
196	903 0014 008 00	PORTOLA AVE	SHEA HOMES INC
197	099 068000200	ARROYO RD & HANSEN RD	SHEN JIEYONG TR
198	099 068000400	ARROYO RD & HANSEN RD	SHEN JIEYONG Tr
199	099 067904800	CHURCHILL DOWNS LN	SHEN JIEYONG TR
200	099 080200100	CONCANNON BLVD	SHINDE MAKARAND S & NITU M TRS
201	099 080101100	CONCANNON BLVD	SHINDE MAKARAND S & SHINDE NITU M TRS
202	099 005100302	GARDELLA PLAZA	SHR VENTURES LLC
203	099B590000209	5945 SOUTHFRONT RD	SINGH JADWINDER & DHALIWAL ALKESH K TRS ETAL
204	099 135600600	303 E VINEYARD AVE	SINGH SURINDER K TR
205	099B811004600	SOUTHFRONT RD	SOCH LIVERMORE LLC
206	099 132101300	2863 CHABLIS WAY	SPAETH MARY L TR
207	099 131705000	SPRING VALLEY CMN	SPRING VALLEY ASSOCIATION II
208	099 132815400	SPRINGTOWN BLVD	SPRING VALLEY ASSOCIATION III
209	099 134902300	CONTRACTORS PL	TA DAH LLC
210	099B810303500	VAUGHN AVE	TAMAR REALTY LAS POSITAS LOGISTICS CENTER CA LP
211	099 132502202	4536 LAS POSITAS RD	TH ARROYO VISTA LLC
212	099 132502300	ARROYO VISTA	TH ARROYO VISTA LLC
213	099 132502702	LAS POSITAS RD	TH ARROYO VISTA LLC
214	099 132502902	LAS POSITAS RD	TH ARROYO VISTA LLC
215	099 132503004	LAS POSITAS RD	TH ARROYO VISTA LLC
216	099 132508900	BENNETT DR	TH ARROYO VISTA LLC
217	099B575306300	7925 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
218	099B575306400	7979 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
219	099B575306500	7933 NATIONAL DR	TOPCON POSITiONING SYSTEMS INC
220	099 001500602	1273 N LIVERMORE AVE	TRIVALLEY MONTESSORI SCHOOL
221	099B505000112	908 N VASCO RD	UNG CISSY S
222	099B530400302	1893 N VASCO RD	UNITARIAN UNIVERSALIST CHURCH LIVERMORE
223	099 133206500	966 WAVERLY CMN	VALHALLA HOMEOWNERS ASSOCIATION
224	099 001506300	2301 LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
225	099 001506400	LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
226	099 -1343-034-04	301 Kalthoff Cmn	VIPANI MANISH & DAKSHA M TRS
227	099 004001600	N MINES RD	W P CO
228	099 004001910	N MINES RD	W P CO
229	099 005600702	1ST ST	W P CO
230	098 025000500	OAK ST	W P CO
231	098 026402402	JUNCTION AVE	W P CO
232	098 026002204	N I ST	W P CO
233	098 029000702	N N ST	W P CO
234	098 029000802	N P ST	W P CO
235	098 029000902	VINEYARD AVE	W P CO
236	099 -0185-003-00	E STANLEY BLVD	W P CO
237	099 -0175-019-02	E STANLEY BLVD	W P CO
238	099 -0175-019-01	E STANLEY BLVD	W P CO
239	099 -0175-014-02	E STANLEY BLVD	W P CO
240	098 -0251-009-00	OAK ST	W P CO
241	099 -0051-020-05	1ST ST	W P CO

Livermore-Pleasanton Fire Department
2025 List of Parcels

EXHIBIT A

242	099 -0051-020-06	1ST ST	W P CO
243	099 -0040-022-00	N MINES RD	W P CO
244	099 -0040-017-01	N MINES RD	W P CO
245	099A-1400-013-01	EAST AVE	W P CO
246	099A-1475-008-08	EAST AVE	W P CO
247	099A-1475-008-02	GREENVILLE RD	W P CO
248	098 027501604	3163 GARDELLA PLAZA	W P CO 843-1-23-3
249	099 -0040-017-04	N MINES RD	W P CO 843-1-23A-15
250	099 001501003	2784 LAS POSITAS RD	WALMART STORES INC
251	099B 545001003	LAUGHLIN RD	WESTERN TITLE GUARANTY CO CONTRA COSTA CO DIV
252	099B-5300-002-13	Vasco Rd	WESTERN TITLE INSURANCE COMPANY
253	099B810302500	LEISURE ST	WHITECASTLE LEASING LLC
254	099 131100300	2463 SHEFFIELD DR	WILSON WILLIAM G & JOHN MIRIAM E TRS
255	099 -1200-001-00	4592 Tesla RD	Wine Group LLC
256	099B505000605	5905 NORTHFRONT RD	WOOD FAMILY DEVELOPMENT LLC
257	099B810400700	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
258	099B810400800	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
259	099B810400900	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
260	099B810401000	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
261	099B810401100	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
262	099 1356 007 00	221 E Vineyard Ave	XU YINGMIN & CHEN JIE
263	099 -0075-002-14	2542 PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
264	099 007500215	HAREWOOD DR	ZHAN KAIJUN & CHEN XIAOQING TRS
265	099 007500304	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
266	099 007500306	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the Subdivision Improvement Agreement with Shea Homes Inc. and Shea Center Livermore LLC, for the Shea Portola project at the northeast corner of Portola Avenue and Collier Canyon Road.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied,
2. Approving and authorizing execution of a first amendment to the Subdivision Improvement Agreement for Tract 8613 which includes a 12-month extension (24 months in total) to complete the required improvements, an increase in funding for certain offsite improvements by $85,000, and a reduction to the faithful performance bonds; and
3. Directing the City Clerk to record the amendment to the Subdivision Improvement Agreement with the County Recorder.

SUMMARY

On November 13, 2023, the City Council approved Tract Map 8613 and executed a Subdivision Improvement Agreement for Tract Map 8613, recorded under series No. 2023145319, dated December 13, 2023, Official Records of Alameda County, California (Agreement) with Shea Homes Inc. (Developer). Any potential impacts to the environment that may be caused by approval of the first amendment to the Subdivision Improvement Agreement were considered by the environmental review approved as part of Resolution No. 2022-136, the requirements of the California Environmental Quality Act have been satisfied.

As specified in the special conditions of the Agreement, the City of Livermore is to reimburse the Developer for the required offsite public improvements, which includes a new traffic signal at the site entrance at the intersection of Sedona Common and Portola Avenue. The first amendment increases the amount to be reimbursed to the Developer from $750,000 to $835,000 out of the Traffic Impact Fee Fund 823 to account for increased costs associated with the necessary electrical cabinet upgrades, provides a 12-month extension (24 months in total) to complete the required offsite improvements as specified in

the special conditions, and also partially releasing the performance bonds.

DISCUSSION

On July 25, 2022, the City Council approved Vesting Tentative Tract Map 8613 (SUB 21-006) and the conditions of approval for the Shea Portola Project, consisting of 89 condominium units and 210 rental apartments at the northeast corner of Collier Canyons Parkway and Portola Avenue as shown in the Vicinity Map (Attachment 1). The project consists of two separate phases, the Townhomes as Phase 1 and the Apartments as Phase 2.

The Developer has completed construction of approximately 75 percent of the performance bonded improvements for Phase 1 of the project and the City Engineer has found that they have satisfied the conditions required to partially reduce the bonds as required in Livermore Development Code section 10.05.080.D subparagraphs (c) and (d).

The Developer is responsible for funding and constructing public and private improvements required for this development as specified in the special conditions. The project includes the following public improvements: sewer, water, Class IV bike lane with landscaped planter islands, bus turnout, additional on-street parking along the west side of Collier Canyon Road and a new traffic signal at the project entrance of Portola Avenue and Sedona Common. The Developer is also eligible for Traffic Impact Fee (TIF) credits under the existing Development Agreement 114-97. TIF reimbursements will be made for costs to construct the traffic signal, striping, ADA accessible ramps, and crosswalks at the project entrance of Portola Avenue and Sedona Common. This reimbursement is being amended from $750,000 to $835,000 to account for increased costs accrued due to necessary electrical cabinet upgrades required to meet new City Standards for traffic signals.

In addition, due to extended procurement periods for the upgraded electrical panel, the Developer will require a 12-month extension (24 months in total) to complete the required offsite improvements. This extends the required completion date to November 16, 2025, two years after the date of the Subdivision Improvement Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

This first amendment increases the amount of the reimbursement for the traffic signal and associated work by $85,000, from $750,000 to $835,000. The reimbursement will be made from TIF Fees Fund 823. The $850,000 budget for Portola and Sedona Common Traffic Signal Improvements Project 2023-26 in the 2023-2028 Capital Improvement Plan covers this $835,000 reimbursement. No additional appropriation is required. The estimated annual cost for maintenance of public infrastructure, including water, sewer, curb and gutter, bus turn out, traffic signal and stripping is $16,000. This cost is funded by enterprise funds and gas tax funds. No additional operation and maintenance costs will be required based on the proposed amendments.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - First Amendment to Subdivision Improvement Agreement

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:



Marianna A. Burch
City Manager

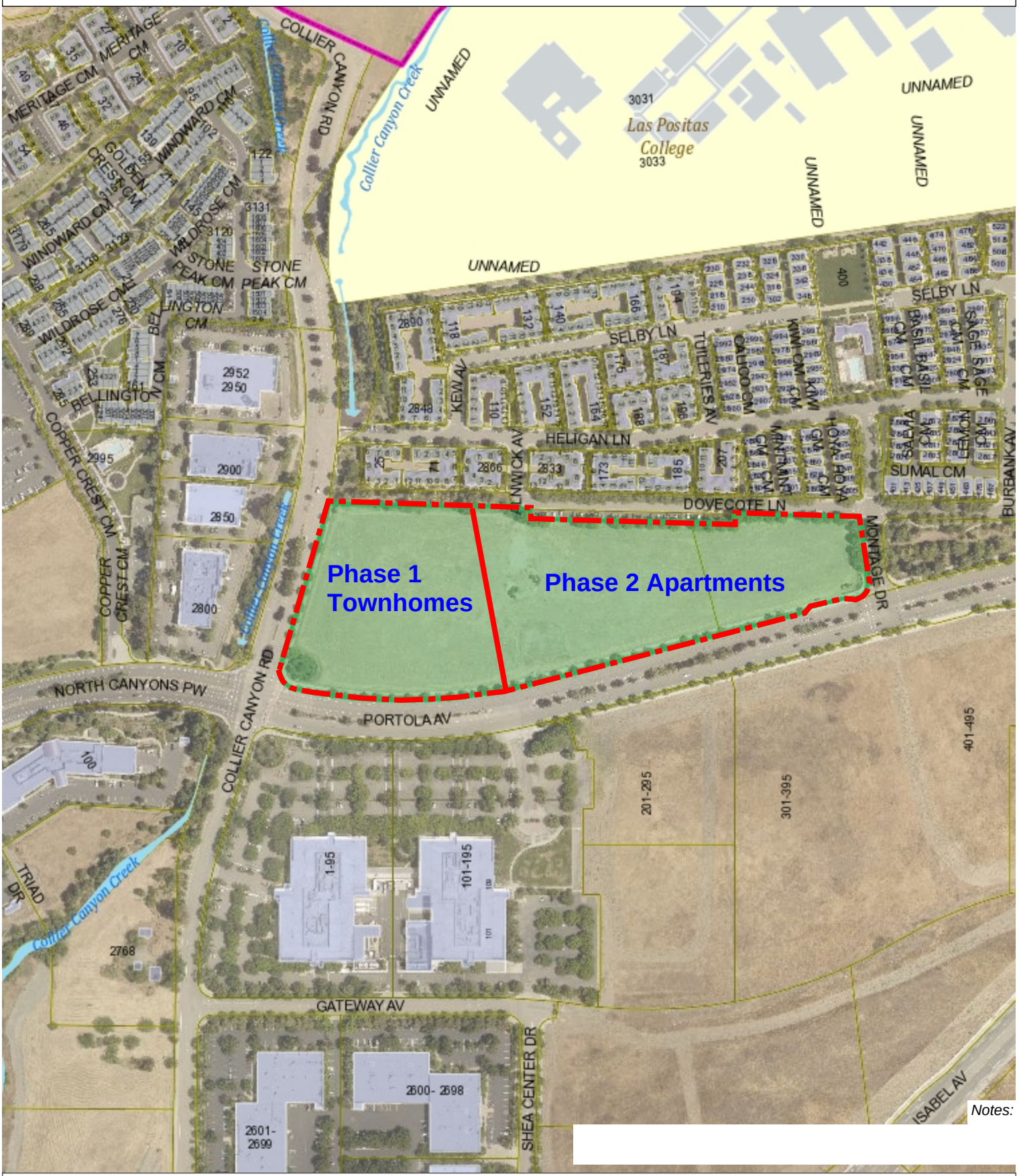
Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Tract 8613 Shea Townhomes



Notes:

666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 4,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:

6/30/2022 1:17:15 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT WITH SHEA HOMES, INC. AND SHEA CENTER LIVERMORE, LLC FOR THE SHEA PORTOLA PROJECT AT THE NORTHEAST CORNER OF PORTOLA AVENUE AND COLLIER CANYON ROAD

(Final Tract Map 8613 – Shea Portola Townhomes Project)

On July 25, 2022, the City Council adopted Resolution No. 2022-137 which approved Vesting Tentative Tract Map 8613 – Subdivision 21-006 and the conditions of approval for the Shea Portola Townhomes Project, consisting of 89 condominium units and 210 rental apartments at the northeast corner of Collier Canyons Parkway and Portola Avenue. The City Council also adopted Resolution No. 2022-136, finding that the project is statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to Government Code section 65457 and CEQA Guidelines Section 15182 (c), which exempts residential projects that implement a specific plan when certain requirements are met.

On November 13, 2023, the City Council adopted Resolution No. 2023-196, which approved Final Tract Map 8613 and the Subdivision Improvement Agreement for the project. The City Council also determined that because the potential impacts to the environment that may be caused by the approval of Final Tract Map 8613 and the Subdivision Improvement Agreement were considered by the environmental review approved as part of Resolution No. 2022-136, the requirements of CEQA were satisfied. The Subdivision Improvement Agreement was subsequently executed by the City on November 16, 2023 and recorded under Series No. 2023145318, dated December 13, 2023, Official Records of Alameda County, California

Under Section 3(a), *Special Conditions*, of the Subdivision Improvement Agreement, the City agreed to reimburse Shea Homes, Inc. and Shea Center Livermore, LLC (collectively "the Developer") for the cost of certain offsite improvements from the Traffic Impact Fee Fund. Because of increased costs associated with necessary electrical cabinet upgrades, the Developer has requested an additional $85,000 to complete these improvements. The Developer has also sought an additional 12-months to complete the required improvements, along with a partial reduction in its faithful performance bonds to account for work completed.

The City Engineer has determined that the Developer has completed construction of approximately 75 percent of the performance bonded improvements for the project and has found that the Developer has satisfied the conditions required to partially reduce the faithful performance bonds as required in, and pursuant to, Livermore Development Code section 10.05.080(D)(c)-(d).

The City Attorney has reviewed the reduced surety provided by the Developer to secure the remaining performance items associated with the Subdivision Improvement Agreement as required by California and City law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, because any potential impacts to the environment that may be caused by approval of the first amendment to the Subdivision Improvement Agreement were considered by the environmental review approved as part of Resolution No. 2022-136, the requirements of the California Environmental Quality Act have been satisfied.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. It grants, pursuant to Section 10.05.090 of the Livermore Development Code, the Developer a 12-month extension, which is reflected in the first amendment to the Subdivision Improvement Agreement attached hereto as Exhibit A, allowing the Developer a total of 24 months from the date the Subdivision Improvement Agreement was executed to complete the required improvements, unless otherwise specified in Exhibit A to the Subdivision Improvement Agreement.

2. The first amendment to the Subdivision Improvement Agreement, attached hereto as Exhibit A, to increase funding for certain offsite improvements by $85,000, extend the time for completion of the improvements for an additional 12-months, and reduce the faithful performance bonds is approved and the Mayor is authorized to sign the amendment on behalf of the City of Livermore.

3. The City Clerk is directed to record the amendment to the Subdivision Improvement Agreement with the County Recorder.

On the motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – First Amendment to Subdivision Improvement Agreement with Shea Homes, Inc. and Shea Center Livermore, LLC

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, by and between Shea Homes, Inc., a Delaware corporation ("Townhome Property Owner") and Shea Center Livermore, LLC, a California limited liability company ("Apartment Property Owner") collectively ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

On November 16, 2023, City and Developer entered into a Subdivision Improvement Agreement obligating Developer to construct certain improvements for real property known as Tract Map No. 8613 recorded under Series No. 2023145318, dated December 13, 2023, Official Records of Alameda County, California ("Original Agreement"). The Original Agreement was recorded under Series No. 2023145318, dated December 13, 2023, Official Records of Alameda County, California.

Section 22 of the Original Agreement requires that any modifications to it must be in writing, approved by the City Council of the City of Livermore, and signed by the authorized representatives of both parties. City and Developer desire to amend the Original Agreement to: (1) revise Section 3(a), *Special Conditions*, to provide additional funding for certain offsite improvements; (2) revise Section 4, *Time for Completion*, to provide additional time to complete the project, and (3) revise Section 12(a), *Bonds Required*, to partially release the faithful performance bonds. This is the first amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Developer 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 3(a) of the Original Agreement is amended to read as follows:

      a. City shall reimburse Developer for the cost of the following offsite improvements out of the Traffic Impact Fee Fund No. 306 in an amount not to exceed $835,000:

         i. The traffic signal.

ii. Modifications to the south leg of the Sedona Common and Portola Avenue intersection within the City easement and into the Lam Research property as necessary to accommodate the signal geometry and to achieve ADA accessibility on this leg of the intersection.
iii. Any other modifications to the Portola Right of Way or south side of Portola that are made necessary because of the installation of a traffic signal and bus turn out.
iv. Modifications to the existing median that may or may not be necessary to accommodate the signal geometry.
v. Engineering and design fees up to 10% of total construction cost for items i-v above.
vi. Construction Management fees up to 10% of total construction cost for items i-v above.

City shall reimburse developer in three installments and Developer shall provide City with proof of payment prior to each City reimbursement: The City shall pay Developer $200,000 within three months after material proposals for items i-v above, have been approved in writing by the City and all materials have been purchased by Developer. The City shall pay a second installment of $200,000 after all improvements have been installed and approved in writing by the City. City shall pay the remainder $435,000 after Final Tract Map acceptance by City Council.

B. Section 4 of the Original Agreement is amended to read as follows:

Time for Completion – All required improvements shall be complete and ready for acceptance by City Council as determined by the City Engineer prior to the occupancy of the first residential dwelling unit other than a model home but in any event no later than two years after the execution of this Agreement, except those improvements for which another completion date is stated in Exhibit "A" or Section 3, Special Conditions, of this Agreement, if applicable.

C. Section 12(a) of the Original Agreement is amended to read as follows:

a. At the time of signing this Agreement, the following bonds shall be provided required pursuant to Section 3:

(1) Phase 1 Onsite Townhome Improvements dated July 2023:

i. Faithful Performance – in the amount of 200 percent of the total estimated construction costs for completion of all remaining work, or $2,704,800, to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent of the estimated construction costs, or $2,955,000, to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(2) Phase 1 Offsite Improvement dated August 2023:

i. Faithful Performance – in the amount of 200 percent of the total estimated construction costs for completion of all remaining work, or $229,770, to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent of the estimated construction costs, or $626,000, to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

2. 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 as of the effective date of the Original Agreement.

3. Except as amended above, the Original Agreement shall remain in full force and effect and be unaltered by this amendment.

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.

****

Signatures and Attachment List on the Next Page

DEVELOPER/TOWNHOME PROPERTY OWNER: **Dated:**
Shea Homes, Inc.
a Delaware corporation

1/24/2025

By: David Best
Title: Authorized Agent

1/24/2025

By: Donald Hofer
Title: Authorized Agent

Mailing Address:
Shea Homes, Inc.
2630 Shea Center Drive
Livermore, CA 94551

DEVELOPER/APARTMENT PROPERTY OWNER: **Dated:**
Shea Center Livermore, LLC,
a California limited liability company

1/23/2025

By: Jeff Cunningham
Title: Assistant Secretary

1/23/2025

By: Jason Korengold
Title: Assistant Secretary

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE,
a municipal corporation

Dated:

John Marchand
MAYOR

ATTEST:

Debbie L. Elam
City Clerk

APPROVED AS TO FORM:

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

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Orange }

On January 23, 2025 before me, Julie A. Holmes, notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jeff Cunningham Jason Korengold
Name(s) of Signer(s)

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.

JULIE A. HOLMES
COMM # 2356316
ORANGE County
California Notary Public
Comm Exp May 3, 2025

Place Notary Seal and/or Stamp Above

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 Julie A. Holmes
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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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 Alameda)

On 1-24-25 before me, Cinde L Russell, Notary Public
(insert name and title of the officer)

personally appeared David Best and Donald A. Hofer,
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.

CINDE L. RUSSELL
Notary Public - California
Alameda County
Commission # 2505253
My Comm. Expires Nov 23, 2028

Signature _____ **(Seal)**

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan, authorizing an allocation of funds in FY 2024-25, and authorizing execution of a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers for engineering design services for storm damage repair and flood protection projects, increasing the not-to-exceed agreement amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan;
2. Allocating $100,000 in Stormwater Fund 611 to the FY 2024-25 budget for Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25;
3. Authorizing the City Manager to execute a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers for engineering design services for Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, FEMA PA-09-CA-4344138; Golf Course Damage Repairs Project 2021-32, FEMA PA-09-CA-4308-PW-00602; Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, FEMA PA-09-CA-4308-PW-00974 and the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25, and increasing the not-to-exceed agreement amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030; and
4. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

SUMMARY

The City of Livermore (City) experienced storm damage at various sites during the heavy rain events that occurred in 2017 and 2023. Many of the repairs have been completed. There are several Arroyo Las Positas flood mitigation projects planned at the golf course location to protect the Livermore Municipal

Airport and other infrastructure. The Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 is one of the identified projects and staff recommends creating and funding a new project to improve the drainage system at the clubhouse parking lot.

Schaaf & Wheeler Consulting Engineers were shortlisted through a Request for Qualifications and Request for Proposal, and they have been providing engineering design services for the sites damaged in the 2017 and 2023 storm events. The second amendment to the agreement is to complete the design, environmental and regulatory permitting and to provide construction support services for the Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, FEMA PA-09-CA-4344138; Golf Course Damage Repairs Project 202132, FEMA PA-09-CA-4308-PW-00602; Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, FEMA PA-09-CA-4308-PW-00974, and to commence the design, environmental and regulatory permitting for the Golf Course Clubhouse Parking Lot Drainage Improvements Project 202525.

This second amendment to Schaaf & Wheeler Consulting Engineers agreement increases the not-to-exceed contract amount from $1,000,000 to $2,000,000 and extends the term of the agreement to December 31, 2030.

DISCUSSION

During storm events, the Arroyo Las Positas creek overtops, flows overland through the golf course and clogs the drainage system (storm drain and inlets) at the golf course clubhouse parking lot with sediments. In addition to being undersized, the existing drainage system at the clubhouse parking lot drains to the Arroyo Las Positas which prevents positive drainage in storm events, resulting in flooding at the Beeb's restaurant parking lot and at the northern end of the airport. The Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 will install new larger diameter storm drains and additional catch basins. The drainage outlet that currently drains to the Arroyo Las Positas creek will be relocated to the storm drain system further downstream at the airport. Construction is anticipated to commence in spring 2026.

The Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 is one of several Arroyo Las Positas flood mitigation projects planned at the golf course location to protect the Livermore Municipal Airport and other infrastructures. See Attachment 1 - Proposed Projects Location Map:

- Golf Course Damage Repairs Project 2021-32 will restore golf course site damaged in the 2017 storm event and construct a concrete floodwall along the north side of the golf course parking lot, a flood gate at cart bridge, and earthen floodberms to the east of the golf course parking lot. Additionally, a combination of concrete floodwalls and earthen floodberms will be constructed along the north side of Airway Boulevard. Construction is anticipated to commence in FY 2025-26 contingent upon regulatory permits approval.
- Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15 will improve channel conveyance by creating floodplain benches, installing culverts under pathways and raising one cart path bridge to reduce debris loading. Construction is anticipated to commence in summer FY 2027-28 after FEMA reviews the final design, completes environmental review and the federal regulatory permit consultations, and obligates the construction funds.
- Airway Culvert Replacement Project 2026-16 (will be proposed in the FY 2025-30 CIP) - The City has applied for a Hazard Mitigation Grant to replace the existing three cell arch culverts at Airway Blvd with a clear span bridge. This will remove the hydraulic restriction in the channel and improve

conveyance. Preliminary engineering is anticipated to commence in spring 2026 contingent upon funding allocation.

On June 15, 2023, the City Council authorized the City Manager to execute an on-call engineering services agreement with Schaaf & Wheeler Consulting Engineers in the amount of $400,000. On May 24, 2024, the City Council authorized the City Manager to execute the first amendment increasing the not to exceed amount to $1,000,000. A second amendment is now required to cover the additional scope of work discussed below.

Coordination with regulatory agencies on these projects has been lengthy and complex, requiring additional regulatory meetings, geomorphology studies and engineering evaluations to develop comprehensive approaches and design solutions. The Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26 required several consultation meetings to build consensus on the repair and restoration design. The project footprint increased, and the design now incorporates floodplain benches, pools and riffles, and hardening elements to create a system that provides greater scour and flood protection to the channel and utilities. This project results in a more geomorphically stable reach of Cottonwood Creek downstream of the I-580 Interchange. The additional regulatory coordination meetings, increased project footprint, preparation of stormwater pollution prevention plan and riparian planting plan, and construction phase services, etc., are new scope of work which requires additional contract budget.

The original design for the Arroyo Las Positas Desilting Through Arroyo Las Positas Golf Course Project 2020-15 involved dredging and widening 4,500 linear feet of the channel and removing 325 trees. This design was not approved by regulatory agencies due to impacts to biological and riparian resources. The revised project, supported by regulatory agencies, will create 2,700 linear feet of overbank floodplain benches, leave the existing creek as a low flow channel, remove approximately 100 trees, install culverts under pathways, and raise one cart path bridge. For additional flood mitigation measures, floodwalls and berms will be constructed north and east of the golf course parking lot and at Airway Boulevard as part of Golf Course Damage Repairs Project 2021-32. The additional regulatory coordination meetings, increased project footprint, flood benches, culverts and modifications to the cart bridge, floodwall, floodberm, preparation of stormwater pollution prevention plan and riparian planting plan, and construction phase services, etc., are new scope of work which requires additional contract budget.

During the design development of the above projects other cost-effective flood mitigation improvements were identified and these include the Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 and the Airway Culvert Replacement Project 2026-16 (proposed in the FY 2025-30 CIP).

Staff is requesting adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan so that design can commence. The parking lot drainage outlet that currently drains to the Arroyo Las Positas creek must be disconnected and the storm drain system routed further downstream at the airport before the construction of the Arroyo Las Positas Desilting Through Arroyo Las Positas Golf Course begins. This is a new scope of work which is required for flood mitigation requiring additional contract budget.

Schaaf & Wheeler Consulting Engineers were shortlisted through a Request for Qualifications and Request for Proposal, and they have been providing engineering design services for these sites and other sites damaged in the 2017 and 2023 storm events. These projects are in various stages of design

development, environmental document and regulatory permitting phases.

The second amendment to the agreement is to complete the design, environmental and regulatory permitting and to provide construction support services for the Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, Golf Course Damage Repairs Project 2021-32, and the Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, and to commence the design, environmental and regulatory permitting phase for the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25. This second amendment to Schaaf & Wheeler Consulting Engineers agreement increases the not-to-exceed contract amount from $1,000,000 to $2,000,000 and extends the term of the agreement to December 31, 2030.

FISCAL AND ADMINISTRATIVE IMPACTS

The funding for the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 will be an allocation of $100,000 from Stormwater Fund 611 in FY 2024-25. This will allow initial design activities to commence in FY 2024-25. As shown in Attachment 2, total project costs are estimated to run through FY 2026-27, total $680,000, and be funded with Stormwater Fund 611. Funding for fiscal years FY 2025-26 and FY 2026-27 will be requested in the FY 2025-30 Capital Improvement Plan.

Funding for the $1,000,000 second amendment with Schaaf & Wheeler Consulting Engineers will come from the budgets for the following projects in the current 2023-2028 Capital Improvement Plan and the upcoming 2025-2030 Capital Improvement Plan: Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, Golf Course Damage Repairs Project 2021-32, and the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Project Locations
2. CIP Book Page
3. Resolution
4. Exhibit A - Second Amendment

Prepared by: Mallika Ramachandran
Assistant City Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

ATTACHMENT 1

Arroyo Las Positas Desilting through Las Positas Golf Course, Project 202015 - Channel improvements

Airway Culvert Replacement, Project 202616 (Future Clear Span Bridge)

Cottonwood Creek Restoration, Project 201726 - channel improvements

Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements, Project 202525 - Drainage Improvements

Las Positas Golf Course Repair, Project 202132 - Floodwall and Berms

Bridges
Floodwall
Rivers

Collier Canyon Rd
Las Positas Golf Course
Club House Dr
Airway Blvd
Terminal Cir
Earhart Way
Extended Stay America
Livermore Municipal Airport

Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

Customer Name / Project Code

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

0 160 320 Feet

ATTACHMENT 1 - PROPOSED PROJECTS LOCATION MAP

Storm Drain

Project #202525

Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements

Project Description

During storm events the Arroyo Las Positas creek overtops, flows overland through the golf course and clogs the drainage system (storm drain and inlets) at the clubhouse parking lot with sediments. In addition to being undersized, the existing drainage system at the clubhouse parking lot drains to the Arroyo Las Positas which prevents positive drainage in storm events, resulting in flooding at the Beeb's restaurant, parking lot and at the northern end of the airport.

The project will install new larger diameter storm drains, additional catch basins and disconnect the drainage outlet that currently drains to the Arroyo Las Positas and route it to the storm drain system further downstream at the airport.

This is one of several Arroyo Las Positas flood mitigation projects planned at the golf course location to protect the Livermore Municipal Airport and other infrastructures:

- Golf Course Damage Repairs Project 2021-32, FEMA DR PA-09-CA-4308-PW-00602 – will restore golf course site damaged in the 2017 storm event, and install flood wall and flood gate along the north side of the golf course parking lot and flood berms in upstream locations to the east of the golf course parking lot; and a combination of concrete flood wall and earthen berm along the north side of Airway Boulevard.
- Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, FEMA HMGP PA-09-CA-4344-138 - will improve channel conveyance by creating floodplain benches, installing culverts under pathway and raising one cart path bridge to reduce debris loading.
- Airway Culvert Replacement Project 2026-16 (proposed in the FY 2025-30 CIP) - City has applied for a Hazard Mitigation Grant to replace the existing three cell arch culverts at Airway Blvd with a clear span bridge. This will remove hydraulic restriction in the channel and improve conveyance.

Project Justification

This is one of several Arroyo Las Positas flood mitigation projects planned at the golf course location to protect the Livermore Municipal Airport and other infrastructures. The Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements must be completed and the drainage outlet that currently drains to the Arroyo Las Positas creek disconnected and the storm drain system routed further downstream at the airport before the construction of the Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15 can begin. The project will help mitigate flooding.



Project Funding

Stormwater Fund 611

O&M Cost Assumptions

No added O&M costs for this upgrade project.

Funding Source and Budgeted Expenditures – Project 202525 – Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements

Funding Source	**FY 2024-25**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-43**
(611) Stormwater	$ 100,000	$ 350,000	$ 230,000		$ -
Total	**$ 100,000**	**$ 350,000**	**$ 230,000**	**$ -**	**$ -**

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADDING LAS POSITAS GOLF COURSE CLUBHOUSE PARKING LOT DRAINAGE IMPROVEMENTS PROJECT 2025-25 TO THE 2023-2028 CAPITAL IMPROVEMENT PLAN, AUTHORIZING AN ALLOCATION OF FUNDS IN FY 2024-25, AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE ON-CALL AGREEMENT WITH SCHAAF & WHEELER CONSULTING ENGINEERS FOR ENGINEERING DESIGN SERVICES FOR STORM DAMAGE REPAIR AND FLOOD PROTECTION PROJECTS, INCREASING THE NOT-TO-EXCEED AGREEMENT AMOUNT FROM $1,000,000 TO $2,000,000, AND EXTENDING THE TERM OF THE AGREEMENT TO DECEMBER 31, 2030.

The City of Livermore (City) experienced storm damage at various sites during the heavy rain events that occurred in 2017 and 2023. Many of the repairs have been completed. There are several Arroyo Las Positas flood mitigation projects planned at the golf course location to protect the Livermore Municipal Airport and other infrastructure. The Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 is one of the identified projects and staff recommends creating and funding a new project to improve the drainage system at the clubhouse parking lot.

Schaaf & Wheeler Consulting Engineers has been providing engineering design services for the sites damaged in the 2017 and 2023 storm events. The second amendment to the agreement is to complete the design, environmental and regulatory permitting, and to provide construction support services for the Arroyo Las Positas Desilting Through Las Positas Golf Course Project 2020-15, FEMA Hazard Mitigation Grant Program PA-09-CA-4344-138; Golf Course Damage Repair Project 2021-32, FEMA PA-09-CA-4308-PW-00602; Permanent Storm Damage Repairs 2018-29 - Cottonwood Creek Restoration Project 2017-26, FEMA PA-09-CA-4308-PW-00974 and to commence the design, environmental and regulatory permitting for the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25.

This second amendment to Schaaf & Wheeler Consulting Engineers agreement increases the not-to-exceed contract amount from $1,000,000 to $2,000,000 and extends the term of the agreement to December 31, 2030.

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

1. Approves adding Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25 to the 2023-2028 Capital Improvement Plan;

2. Allocates $100,000 of Stormwater Fund 611 to the FY 2024-25 budget for Las Positas Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25;

3. Authorizes the City Manager to execute a second amendment to the on-call agreement with Schaaf & Wheeler Consulting Engineers, attached hereto as Exhibit A, for engineering design services for Arroyo Las Positas Desilting Through Las Positas Golf Course, Project 2020-15, FEMA PA-09-CA-4344138; Golf Course Damage Repair Project 2021-32, FEMA PA-09-CA-4308-PW-00602; Permanent Storm Damage Repairs 2018-19 - Cottonwood Creek Restoration Project 2017-26, FEMA PA-09-CA-4308-PW-00974, and the Golf Course Clubhouse Parking Lot Drainage Improvements Project 2025-25, and increasing the not to exceed amount from $1,000,000 to $2,000,000, and extending the term of the agreement to December 31, 2030; 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 March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Second Amendment – Schaaf & Wheeler

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SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS SECOND AMENDMENT, is made and entered into this ____ day of _____, 2025, by and between the City of Livermore, a municipal corporation ("City"), and Schaaf & Wheeler Consulting Civil Engineers, a California Corporation ("Consultant").

RECITALS

On June 15, 2023, City and Consultant entered into an agreement for Consultant to provide engineering design services to repair sites damaged during the 2023 storm events (Agreement 23-0171). On May 24, 2024, the first amendment to the Original Agreement was executed to increase the not to exceed amount to $1,000,000 to complete the design for sites damaged in the 2017 storm event and for the design of the annual Stream Maintenance Program (Agreement 24-0162) for 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 provide engineering design services and complete the plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services for the Arroyo Las Positas Desilting through Las Positas Golf Course, CIP 2020-15, FEMA Hazard Mitigation Grant Program PA-09-CA-4344-138; Las Positas Golf Course Repair, CIP 2021-32, FEMA PA-09-CA-4308-PW-00602; Cottonwood Creek Restoration, CIP 2017-26, FEMA PA-09-CA-4308-PW-00974 and the Golf Course Clubhouse Parking Lot Drainage Improvements CIP 2025-25 and increase the Consultant's compensation by $1,000,000, and extend the term of the Original Agreement to December 31, 2030. This is the Second 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 Recitals, Paragraph 1 of the Original Agreement is amended to read as follows

      City requires engineering design to complete the plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services for the Arroyo Las Positas Desilting through Las Positas Golf Course, CIP 2020-15, FEMA Hazard Mitigation Grant Program PA-09-CA-4344-138; Las Positas Golf Course Repair, CIP 2021-32, FEMA PA-09-CA-4308-PW-00602; Cottonwood Creek

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Restoration, CIP 2017-26, FEMA PA-09-CA-4308-PW-00974 and the Golf Course Clubhouse Parking Lot Drainage Improvements CIP 2025-25 and provide other services as requested as stated in Exhibit "A2" of this second amendment.

B. Section 6a of the Original Agreement is amended to read as follows:

Compensation and Payment.

a) The total compensation payable by City to Consultant for the Services required in the Original Agreement and this First Amendment SHALL NOT EXCEED the sum of $2,000,000 ("not to exceed amount").

1. The compensation payable by the City to the Consultant for the Services required by "Exhibit A" to the Original Agreement SHALL NOT Exceed the sum of $400,000.
2. The compensation payable by the City to the Consultant for the Services required by "Exhibit A-1" to the First Amendment SHALL NOT Exceed the sum of $600,000.
3. The compensation payable by the City to the Consultant for the Services required by "Exhibit A-2" to the Second Amendment SHALL NOT Exceed the sum of $1,000,000.

City shall compensate Consultant for the Services rendered at the hourly rates set forth in "Exhibit A" to the Original Agreement and "Exhibit A-1" to the First Amendment and "Exhibit A-2"of the Second Amendment

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 cost or 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.

C. Section 7 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or December 31, 2030, whichever occurs first.

D. Section 29 Funding Compliance is added to the Original Agreement and read as follows.

Section 29. Funding Compliance. Funding these projects include local, state and federal funds. Consultant shall comply with any and all federal provisions set forth, and/or incorporated by reference, in Exhibit C – FEMA

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Federal Provisions of the Original Agreement.

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.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

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

CONSULTANT: **Dated:**

Signed by:
Dan J. Schaaf
B08CCBC2485E484...

2/10/2025 | 2:56 PM PST

By: Dan Schaaf
Title: Vice President

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570 4E2...

Deputy/Assistant/Senior/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB0A748A...

Risk Manager/Analyst

Attachments:
Exhibit A-2 – Scope of Work

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EXHIBIT A-2

ON-CALL ENGINEERING SERVICES
FOR

Arroyo Las Positas Desilting through Las Positas Golf Course, CIP 202015, FEMA Hazard Mitigation Grant Program PA-09-CA-4344-138
Las Positas Golf Course Repair - CIP 2021-32, FEMA PA-09-CA-4308-PW-00602 (LOP #12)
Cottonwood Creek Restoration – CIP 2017-26, FEMA PA-09-CA-4308-PW-00974 (LOP# 19)
Golf Course Clubhouse Parking Lot Drainage Improvements, CIP 202525

Schaaf and Wheeler have been providing engineering design services for the following 2017 and 2023 Storm Damage Projects. The projects are in various stages of design development, environmental document and regulatory permitting phase.

- Arroyo Las Positas Desilting through Las Positas Golf Course, CIP 2020-15, FEMA Hazard Mitigation Grant Program PA-09-CA-4344-138; Las Positas Golf Course Repair, CIP 2021-32, FEMA PA-09-CA-4308-PW-00602 (LOP #12); Cottonwood Creek Restoration, CIP 2017-26, FEMA PA-09-CA-4308-PW-00974 and the Golf Course Clubhouse Parking Lot Drainage Improvements CIP 2025-25.

Services shall include and not be limited to the following:

1. Perform field investigations including topographic survey, geotechnical and geomorphology investigations, hydrology/hydraulics studies, structural calculations, other engineering technical and studies, environmental studies, etc.
2. Prepare Plans Specification and Estimates, Schedule and Construction Documents
3. Perform environmental survey and studies, prepare CEQA Environmental Document (Categorical Exemption or IS/MND)
4. Prepare Environmental Regulatory Permits and coordinate permit approvals with regulatory agencies
5. Provide Bid and Construction Phase Support including preconstruction and construction phase surveys, environmental trainings and coordination with project team and regulatory agencies.
6. Prepare memorandum and meeting minutes
7. Other tasks as assigned

Deliverables:

- Engineering Technical Studies including structural calculation, hydrology/hydraulic reports and memorandums
- Environmental Technical Studies
- Geotechnical, Geomorphology Report
- CEQA Categorical Exemption or IS/MND
- Regulatory Permits
- Plans, Specification and Estimates (30% to 100% and Construction Documents)
- Project schedules

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- Meeting minutes
- Other deliverables as requested

Estimated Budget:

1. **Arroyo Las Positas Desilting through Las Positas Golf Course, CIP 202015:** The estimated budget to complete plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services etc. is $375,000.
2. **Las Positas Golf Course Repair - CIP 2021-32, FEMA PA-09-CA-4308-PW-00602 (LOP #12):** The estimated budget to complete plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services etc. is $185,000.
3. **Cottonwood Creek Restoration – CIP 2017-26, FEMA PA-09-CA-4308-PW-00974 (LOP# 19):** The estimated budget to complete plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services etc. is $170,000.
4. **Golf Course Clubhouse Parking Lot Drainage Improvements, CIP 202525**:The estimated budget to complete plans, specifications and estimate, environmental document, regulatory permit coordination, and provide construction support services etc. is $120,000.
5. Other tasks such as SWPPP, Mitigation Credits, CEQA and Regulatory Permitting fees: The estimated budget allowance is $150,000.

Total estimated budget: $1,000,000

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EXHIBIT A-1
BILLING RATES

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
(408) 246-4848

1. Hourly Charge Rate 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:

Classification	2023	2024	2025	2026	2027
Principal Project Manager	$275	$285	$295	$305	$315
Senior Project Manager	$250	$260	$270	$280	$290
Senior Engineer	$235	$245	$250	$260	$270
Associate Engineer	$210	$220	$225	$235	$245
Assistant Engineer	$195	$205	$210	$220	$230
Junior Engineer	$185	$195	$200	$210	$220
Designer	$175	$185	$190	$200	$210
GIS Analyst	$175	$185	$190	$200	$210
Technician	$160	$165	$170	$175	$180
Engineering Trainee	$135	$140	$145	$150	$155
Construction Manager	$250	$260	$270	$280	$290
Senior Resident Engineer	$235	$245	$250	$260	$270
Resident Engineer	$210	$220	$225	$235	$245
Assistant Resident Engineer	$190	$200	$205	$215	$225

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at $400 per hour. 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 1/1/23

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SBI Swaim Biological Inc.

Classifications and Hourly Rates (2023-2027)

Title	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
Principal Biologist II	$195.00	$200.85	$206.88	$213.08	$219.47
GIS Manager	$175.00	$180.25	$185.66	$191.23	$196.96
Principal Biologist I	$165.00	$169.95	$175.05	$180.30	$185.71
Program Manager	$160.00	$164.80	$169.74	$174.84	$180.08
Principal Regulatory Specialist	$150.00	$154.50	$159.14	$163.91	$168.83
Assistant Project Manager	$130.00	$133.90	$137.92	$142.05	$146.32
Biologist III	$135.00	$139.05	$143.22	$147.52	$151.94
Biologist II	$115.00	$118.45	$122.00	$125.66	$129.43
Biologist I	$90.00	$92.70	$95.48	$98.35	$101.30

Mileage billed at current federal rate, direct expenses billed at cost.

RATE SCHEDULE

Effective: January 1, 2023

wra Environmental Consultants

Director/Principal.....$256-272
Senior Associate.....$237-256
Associate.....$210
Senior Scientist.....$185
Scientist.....$171
Senior Technician.....$147
Technician.....$123

Rates shown are per hour and subject to an annual adjustment each January 1st.

Necessary project expenses and subconsultants are billed at cost plus ten percent.

Landscape Design
Senior Restoration Designer.....$256
Sr Associate Landscape Architect.....$237
Associate Landscape Architect.....$210
Landscape Architect.....$185
Senior Landscape Designer.....$171
Landscape Designer II.....$147
Landscape Designer I.....$132

Environmental Planning
Environmental Planning Director.....$256
Senior Environmental Planner.....$256
Senior Open Space Planner.....$256
Sr Associate Environmental Planner.....$237
Associate Environmental Planner.....$210
Environmental Planner II.....$185
Environmental Planner I.....$171
Assistant Environmental Planner II.....$147
Assistant Environmental Planner.....$132

Conservation Strategies
Conservation Strategies Sr Project Mgr.....$256
Conservation Strategies Sr Associate.....$237
Conservation Strategies Associate.....$216
Conservation Strategies Sr Scientist.....$190
Conservation Strategies Scientist.....$173
Conservation Strategies Sr Technician.....$154
Conservation Strategies Technician.....$136

Engineering
Senior Engineer.....$256
Sr Associate Engineer.....$237
Associate Engineer.....$216
Engineer II.....$190
Engineer I.....$173
Assistant Engineer II.....$154
Assistant Engineer.....$136

GIS Mapping & Analysis
GIS Manager.....$237
GIS Professional II.....$198
GIS Professional.....$171
GIS Sr Technician.....$147
GIS Technician.....$132

Compliance Monitoring
(Overtime = Rate x 1.5)
Project Biologist.....$100

Field Specialists
Senior Field Technician.....$171
Field Technician.....$132
Junior Field Technician.....$106

Clerical Support.....$91
Expert Witness.....Rate x 1.5

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KIER+WRIGHT

HOURLY RATE SCHEDULE

Effective March 1, 2023, through February 29, 2024. Rates are subject to annual adjustment

Principal	$ 293.00 / Hour
Principal Engineer	$ 266.00 / Hour
Senior Engineer Manager	$ 245.00 / Hour
Technical Manager	$ 245.00 / Hour
Senior Engineer	$ 232.00 / Hour
Engineer III	$ 216.00 / Hour
Engineer II	$ 180.00 / Hour
Engineer I	$ 150.00 / Hour
Senior Survey Construction Manager	$ 239.00 / Hour
Senior Land Surveyor	$ 239.00 / Hour
Project Surveyor III	$ 214.00 / Hour
Project Surveyor II	$ 173.00 / Hour
Project Surveyor I	$ 148.00 / Hour
Survey Coordinator	$ 204.00 / Hour
Engineering Tech III	$ 194.00 / Hour
Engineering Tech II	$ 176.00 / Hour
Engineering Tech I	$ 164.00 / Hour
Draftsman / Survey Tech III	$ 150.00 / Hour
Draftsman / Survey Tech II	$ 124.00 / Hour
Draftsman / Survey Tech I	$ 114.00 / Hour
3-Man Survey Crew	$ 420.00 / Hour
2-Man Survey Crew	$ 332.00 / Hour
1-Man Survey Crew	$ 205.00 / Hour
Testimony (Trial or Deposition)	$ 572.00 / Hour
Project Coordinator III	$ 140.00 / Hour
Project Coordinator II	$ 123.00 / Hour
Project Coordinator I	$ 107.00 / Hour
Engineering / Survey Intern	$ 62.00 / Hour
3D Laser Scanning Crew	$ 409.00 / 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.

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CORNERSTONE EARTH GROUP

Prevailing Wage Hourly Fee Rates and Equipment Charges

Through December 31, 2023.. Rates are subject to annual adjustment

Administrative Assistant	$105
Engineering Technician I	$180
Construction Services Administrator	$135
Engineering Technician II	$180
Technical Illustrator/CAD Operator	$150
Supervisory Technician	$180
Staff Engineer or Geologist	$180
Senior Supervisory Technician	$180
Senior Staff Engineer or Geologist	$193
Project Engineer or Geologist	$215
Principal Construction Services	$215
Senior Project Engineer or Geologist	$220
Principal Engineer or Geologist	$265
Senior Principal Engineer or Geologist	$295

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges	
Vehicle	$28 per hour
Nuclear Density Gauge	$11 per test
55-Gallon Drum	$100 each
GPS Unit	$90 per day
Hand Auger Equipment	$50 per day
Power Auger	$125 per day
PDR-1000 Dust Meter (3)	$300 per day, $1,200 per week, $4,000 per month
PID ppm_v	$130 per day, $600 per week, $2,000 per month
PID ppb_v	$150 per day, $650 per week, $1,950 per month
Air Pump	$80 per day, $350 per week, $1,000 per month
Weather Station	$80 per day, $350 per week, $1,000 per month
Benkelman Beam	$175 per day, $750 per week, $2,800 per month
Double Ring Infiltrometer	$100 per day
Dynamic Cone	$100 per day
Differential Pressure Gauge	$50 per day
Air Flow Sensors	$50 per day
Pressure Control Testing	$275 per day
Depth Sounder	$50 per day
Liner and Two Caps	$12 each
Core N One Sampler	$50 each triplicate sample
Core N One Handle	$60 each
Modeling Software	$25 per hour
Plotter	$10 per plot
Drone	$50 per hour

Geotechnical Laboratory Tests	Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Compaction Curve	$330 each	$495 each
Compaction Check Point	$170 each	$270 each
Plasticity Index	$250 each	$350 each
Sieve/Hydrometer	$250 each	$350 each
Moisture Content	$8 each	$10 each
Moisture/Density	$30 each	$50 each
-#200 Wash	$60 each	$80 each
Sieve < ¾ inch Liner (small)	$125 each	$190 each
Sieve > ¾ inch Bucket (Large)	$225 each	$330 each
Lime Stability	$360 each	$550 each
Consolidation	$415 each	$680 each
Soil Corrosion Testing	$235 each	$450 each

Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
2) Rented vehicles, public transportation, tolls, and air flights
3) Permits and special fees, insurances and licenses required to perform Work
4) Computer programs and rented field equipment
5) Large volume copying of project documents
6) Maps, photographs, and environmental databases
7) Overnight or same day delivery charges
8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, $175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at $100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.

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EXHIBIT A

Biggs Cardosa Associates

Name/Job Title/Classification[1]	Hourly Billing Rates[3] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or Avg. Hourly Rate[4]	% or $ increase	Hourly range - for classifications only
Anthony Notaro / Structures Manager / Associate	$ 228.24	N/A	N/A	1/1/2023	9/30/2023	$ 78.75		Not Applicable
	$ 239.65	N/A	N/A	10/1/2024	9/30/2024	$ 82.69	5.00%	Not Applicable
	$ 251.63	N/A	N/A	10/1/2025	9/30/2025	$ 86.82	5.00%	Not Applicable
	$ 264.22	N/A	N/A	10/1/2026	9/30/2026	$ 91.16	5.00%	Not Applicable
Francisco Castillo / Structures Lead / Engineering Manager	$ 186.85	N/A	N/A	1/1/2023	9/30/2023	$ 64.47		Not Applicable
	$ 196.19	N/A	N/A	10/1/2024	9/30/2024	$ 67.69	5.00%	Not Applicable
	$ 206.00	N/A	N/A	10/1/2025	9/30/2025	$ 71.08	5.00%	Not Applicable
	$ 216.30	N/A	N/A	10/1/2026	9/30/2026	$ 74.63	5.00%	Not Applicable
Principal	$ 289.83	N/A	N/A	1/1/2023	9/30/2023	$ 100.00		$ 100.00 to $ 120.00
	$ 304.32	N/A	N/A	10/1/2024	9/30/2024	$ 105.00	5.00%	$ 105.00 to $ 126.00
	$ 319.54	N/A	N/A	10/1/2025	9/30/2025	$ 110.25	5.00%	$ 110.25 to $ 132.30
	$ 335.51	N/A	N/A	10/1/2026	9/30/2026	$ 115.76	5.00%	$ 115.76 to $ 138.92
Associate	$ 275.34	N/A	N/A	1/1/2023	9/30/2023	$ 95.00		$ 86.00 to $ 99.00
	$ 289.10	N/A	N/A	10/1/2024	9/30/2024	$ 99.75	5.00%	$ 90.30 to $ 103.95
	$ 303.56	N/A	N/A	10/1/2025	9/30/2025	$ 104.74	5.00%	$ 94.82 to $ 109.15
	$ 318.74	N/A	N/A	10/1/2026	9/30/2026	$ 109.97	5.00%	$ 99.56 to $ 114.60
Engineering Manager	$ 231.86	N/A	N/A	1/1/2023	9/30/2023	$ 80.00		$ 75.00 to $ 85.00
	$ 243.46	N/A	N/A	10/1/2024	9/30/2024	$ 84.00	5.00%	$ 78.75 to $ 89.25
	$ 255.63	N/A	N/A	10/1/2025	9/30/2025	$ 88.20	5.00%	$ 82.69 to $ 93.71
	$ 268.41	N/A	N/A	10/1/2026	9/30/2026	$ 92.61	5.00%	$ 86.82 to $ 98.40
Senior Engineer	$ 202.88	N/A	N/A	1/1/2023	9/30/2023	$ 70.00		$ 68.00 to $ 74.00
	$ 213.02	N/A	N/A	10/1/2024	9/30/2024	$ 73.50	5.00%	$ 71.40 to $ 77.70
	$ 223.67	N/A	N/A	10/1/2025	9/30/2025	$ 77.18	5.00%	$ 74.97 to $ 81.59
	$ 234.86	N/A	N/A	10/1/2026	9/30/2026	$ 81.03	5.00%	$ 78.72 to $ 85.66
Project Engineer	$ 176.80	N/A	N/A	1/1/2023	9/30/2023	$ 61.00		$ 60.00 to $ 65.00
	$ 185.63	N/A	N/A	10/1/2024	9/30/2024	$ 64.05	5.00%	$ 63.00 to $ 68.25
	$ 194.92	N/A	N/A	10/1/2025	9/30/2025	$ 67.25	5.00%	$ 66.15 to $ 71.66
	$ 204.66	N/A	N/A	10/1/2026	9/30/2026	$ 70.62	5.00%	$ 69.46 to $ 75.25
Staff Engineer	$ 162.30	N/A	N/A	1/1/2023	9/30/2023	$ 56.00		$ 54.00 to $ 59.00
	$ 170.42	N/A	N/A	10/1/2024	9/30/2024	$ 58.80	5.00%	$ 56.70 to $ 61.95
	$ 178.94	N/A	N/A	10/1/2025	9/30/2025	$ 61.74	5.00%	$ 59.54 to $ 65.05
	$ 187.89	N/A	N/A	10/1/2026	9/30/2026	$ 64.83	5.00%	$ 62.51 to $ 68.30
Assistant Engineer	$ 144.91	N/A	N/A	1/1/2023	9/30/2023	$ 50.00		$ 48.00 to $ 53.00
	$ 152.16	N/A	N/A	10/1/2024	9/30/2024	$ 52.50	5.00%	$ 50.40 to $ 55.65
	$ 159.77	N/A	N/A	10/1/2025	9/30/2025	$ 55.13	5.00%	$ 52.92 to $ 58.43
	$ 167.76	N/A	N/A	10/1/2026	9/30/2026	$ 57.88	5.00%	$ 55.57 to $ 61.35
Junior Engineer	$ 127.52	N/A	N/A	1/1/2023	9/30/2023	$ 44.00		$ 40.00 to $ 47.00
	$ 133.90	N/A	N/A	10/1/2024	9/30/2024	$ 46.20	5.00%	$ 42.00 to $ 49.35
	$ 140.60	N/A	N/A	10/1/2025	9/30/2025	$ 48.51	5.00%	$ 44.10 to $ 51.82
	$ 147.63	N/A	N/A	10/1/2026	9/30/2026	$ 50.94	5.00%	$ 46.31 to $ 54.41
Senior Computer Drafter	$ 153.61	N/A	N/A	1/1/2023	9/30/2023	$ 53.00		$ 50.00 to $ 55.00
	$ 161.29	N/A	N/A	10/1/2024	9/30/2024	$ 55.65	5.00%	$ 52.50 to $ 57.75
	$ 169.35	N/A	N/A	10/1/2025	9/30/2025	$ 58.43	5.00%	$ 55.13 to $ 60.64
	$ 177.82	N/A	N/A	10/1/2026	9/30/2026	$ 61.35	5.00%	$ 57.88 to $ 63.67
Computer Drafter	$ 104.34	N/A	N/A	1/1/2023	9/30/2023	$ 36.00		$ 30.00 to $ 45.00
	$ 109.55	N/A	N/A	10/1/2024	9/30/2024	$ 37.80	5.00%	$ 31.50 to $ 47.25
	$ 115.03	N/A	N/A	10/1/2025	9/30/2025	$ 39.69	5.00%	$ 33.08 to $ 49.61
	$ 120.78	N/A	N/A	10/1/2026	9/30/2026	$ 41.67	5.00%	$ 34.73 to $ 52.09
BIM/Visualization Specialist	$ 139.12	N/A	N/A	1/1/2023	9/30/2023	$ 48.00		$ 40.00 to $ 52.00
	$ 146.07	N/A	N/A	10/1/2024	9/30/2024	$ 50.40	5.00%	$ 42.00 to $ 54.60
	$ 153.38	N/A	N/A	10/1/2025	9/30/2025	$ 52.92	5.00%	$ 44.10 to $ 57.33
	$ 161.05	N/A	N/A	10/1/2026	9/30/2026	$ 55.57	5.00%	$ 46.31 to $ 60.20
Admin/ Secretarial Services	$ 104.34	N/A	N/A	1/1/2023	9/30/2023	$ 36.00		$ 30.00 to $ 45.00
	$ 109.55	N/A	N/A	10/1/2024	9/30/2024	$ 37.80	5.00%	$ 31.50 to $ 47.25
	$ 115.03	N/A	N/A	10/1/2025	9/30/2025	$ 39.69	5.00%	$ 33.08 to $ 49.61
	$ 120.78	N/A	N/A	10/1/2026	9/30/2026	$ 41.67	5.00%	$ 34.73 to $ 52.09

NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolutions accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant funding request, finding the acquisition of the Goecken Road Property is categorically exempt from CEQA, appropriating supplemental funds for the acquisition of the Goecken Road Property and authorizing the City Manager to enter into a Purchase and Sale Agreement for open space land (82 acres - APNs: 99B-5680-14 and 99B-5680-18).

RECOMMENDED ACTION

Staff recommends the City Council adopt separate resolutions:

1. Accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant funding request for the Goecken Road Property in the amount of $650,000 and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378;
2. Determining the acquisition of the Goecken Road Property is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition;
3. Approving a supplemental appropriation of funds from the Transferable Development Credits Fund (LEAP Fund 582) in the amount of $670,000 to acquire the Goecken Road Property; and,
4. Authorizing the City Manager to enter into a Purchase and Sale Agreement and execute all documents necessary to acquire the Goecken Road Property.

SUMMARY

The City is proposing to purchase in fee title the Goecken Road Property (hereinafter referred to as "the Property") for open space preservation and conservation. The Property has significant biological and recreational value and preserving it as open space would secure important habitat linkage in the Altamont Wildlife Corridor and enhance regional wildlife connectivity. The purchase price of the 82-acre Property is $1,300,000 (approximately $15,854 per acre).

The City actively engages in acquiring land for open space preservation and conservation using a variety of dedicated open space acquisition funding sources. Staff engages with willing property sellers on the open market to purchase land and secure it as open space in perpetuity. The City coordinates the acquisitions with partner agencies such as Tri-Valley Conservancy to establish conservation easements and long-term stewardship of the land. On July 22, 2024, the City Council authorized staff to enter negotiations with the property owner to acquire the property for open space and conservation purposes. Staff has negotiated a purchase and sale agreement with the Goecken Road Property owners.

On November 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's sponsored grant applications for the Goecken Road Property. On November 19, 2024, the Planning Commission adopted a resolution approving a Consistency Determination finding the City's proposed acquisition of the Goecken Road Property to be consistent with Livermore's 2003 General Plan. The City Council is responsible for accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant requests, authorizing the City Manager to execute the Purchase and Sale Agreement and to appropriate funds to purchase real property.

DISCUSSION

BACKGROUND

The City of Livermore ("City") has acquired or helped to acquire and permanently protect over 1,500 acres of open space land. Currently, the City owns nearly 340 acres of land in Doolan Canyon, approximately 400 acres of alkali wetlands, and sensitive habitat in Springtown, and 125 acres in the Altamont Hills south of I-580.

The City protects open space land to achieve strategic goals, including:

- Maintain and enhance biological diversity
- Secure land for agricultural conservation
- Support climate resilience and mitigation programs
- Provide non-motorized recreational opportunities
- Preserve scenic value; and
- Manage watershed and address flood control

Following acquisition of open space land, a crucial step is stewarding the land and ensuring it is properly managed for its conservation values. City staff accomplishes this step by encumbering the land with a conservation easement (held by Tri-Valley Conservancy for example) and establishing a non-wasting endowment to fund management of the land in perpetuity.

Funding sources available for open space land acquisitions include the Altamont Landfill Settlement Agreement Open Space Fund, Vasco Road Landfill Open Space Fund, Dougherty Valley Settlement Agreement, and the City's Transferrable Development Credits Fund. The funding sources being used for the proposed Property acquisition include the Altamont Landfill Settlement Agreement Open Space Fund and the City's Transferrable Development Credits Fund.

Altamont Landfill Settlement Agreement Open Space Fund

In 1999, Alameda County, the Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management

of Alameda County entered into the Altamont Landfill Settlement Agreement to resolve litigation. The Settlement Agreement resolved a challenge to the proposed expansion of the Altamont Landfill and created the Altamont Landfill Settlement Agreement Open Space Fund. Specifically, the Settlement Agreement limits landfill expansion and waste imports and requires the operator to collect a $0.75 per ton fee for open space acquisition.

Altamont Landfill Open Space Committee

The Altamont Landfill Open Space Committee ("Open Space Committee") reviews potential land acquisitions for consistency with both Settlement Agreements and recommends expenditures of funds (from the two landfill funds described above) used solely for purchase of properties in Alameda County to protect natural resources, biodiversity, scenic value, and recreational opportunities. The Committee reviews grant applications to permanently preserve open space through fee acquisition and easements.

The Committee is comprised of four members: one member appointed by the Board of Supervisors, one member appointed by the Livermore City Council, one member appointed by the Pleasanton City Council and one member appointed by the Sierra Club. A representative of the City of Dublin may participate as a non-voting member.

Rotating Livermore City Council members provide representation on the Committee. Council Member Wang is the current Livermore representative. The Open Space Committee reviewed the recommended property acquisition on November 15, 2024 (see discussion below). To date, the City Council has approved the Open Space Committee's recommendations to distribute funds for 15 acquisitions in the eastern acquisition priority area, as summarized in Attachment 1.

Transferable Development Credits Program

The Transferable Development Credits (TDC) Program (Livermore Municipal Code Chapter 3.27) includes provisions to pay a fee in lieu of utilizing credits in North Livermore to exceed baseline density. It allows revenue from TDC in-lieu fees to be used in conjunction with other funds for acquisition and/or preservation of open space and/or agricultural lands in North Livermore. Other than TDC acquisition, revenue from TDC in-lieu fees may be used for costs incurred in administering the TDC Program including, but not necessarily limited to, facilitating TDC transactions, preparing/recording TDC easements, monitoring/enforcing easements, and maintaining records. One of the stated aspects of open space preservation through the TDC Program is to avoid government expenditure of taxes for extended facilities and services. The TDC Program applies solely to lands beyond the Urban Growth Boundary and within North Livermore.

PROPERTY CONTEXT

The 82-acre Property is located in unincorporated Alameda County and includes two parcels (APNs 99B-5680-014 and APN 99B-5680-018) situated just north of Altamont Pass Road, approximately one mile east of Greenville Road and north of Interstate-580 (I-580) (Attachment 2). The Property is bordered by Goecken Road on the east, private property to the north, Brushy Peak Regional Preserve to the west, and Altamont Pass Road to the south. The Property is bisected by an active heavy rail line, owned by the Union Pacific Railroad Company.

The Property has a City General Plan Land Use designation of Large Parcel Agriculture (LPA) and

Alameda County zoning designation of Agriculture (A). The City's LPA designation is derived from the Alameda County East County Area Plan (ECAP) and applies to locations outside the City's Urban Growth Boundary (UGB) but within the City's designated "Planning Area". The intent of the LPA designation includes agriculture support uses.

The Property is within the Diablo Range, which connects Mount Diablo to Mount Hamilton and serves as a major wildlife linkage for a variety of species. It receives the highest ratings for Bird Areas and Critical Linkage from the University of California Natural Resources Database. The Property has critical habitat for Federally designated California red-legged frog, potential upland habitat for the Federally designated California tiger salamander, and potential habitat for the western burrowing owl, a recently listed candidate species under the California Endangered Species Act (CESA). In addition, the property includes natural drainages and mapped aquatic resources per the California Aquatic Resource Inventory (CARI).

The Property shares its western border with the Brushy Peak Regional Preserve, providing partnership opportunities with East Bay Regional Park District to explore potential recreational value in the form of future trail connections or other passive recreational opportunities, as well as critical habitat linkage to the Diablo Range. This is especially important due to the property's proximity to I-580 and adjacent open space properties south of I-580. While connectivity across I-580 has been compromised by infrastructure, acquiring the Property would secure important upland linkage to enhance regional wildlife connectivity in the corridor.

If acquired, the Property will be owned and managed as open space by the City of Livermore. Staff will coordinate with partner agencies and organizations such as East Bay Regional Parks, Tri-Valley Conservancy, and Alameda County Resource Conservation District to maintain the property's biological resource values and potential recreational values, as well as to explore enhancements to the wildlife corridor. Acquiring the Property for permanent open space would stabilize the land use and allow permanent preservation through long-term management agreements with the City's partner agencies.

STAFF ANALYSIS

Consistent with the City Council's prior direction, City staff has negotiated a purchase agreement with the property owner's representative for the Property. On November 19, 2024, the Planning Commission adopted a resolution finding the Property acquisition to be consistent with General Plan Policies for open space and conservation purposes (see General Plan Consistency discussion below). The City Council is responsible for authorizing the purchase, identifying funding sources, and appropriating funds. Staff recommends the Council authorize the City Manager to execute the Purchase and Sale Agreement and all other documents necessary to acquire the Property.

Altamont Landfill Open Space Committee Funding Approval

On November 15, 2024, the Altamont Landfill Open Space Committee (Open Space Committee) approved a grant application for the Property. The grant funds will be combined with City open space funds to acquire the Property. Staff has negotiated a purchase and sale agreement for the Property. The total purchase price for the Property is $1,300,000 (approximately $15,854 per acre). The approved grant amount from the Open Space Committee is $650,000.

According to the Altamont Landfill Settlement Agreement, the Livermore City Council and the Alameda

County Board of Supervisors shall take affirmative action on Committee expenditure recommendations. The actions must be in conformance with the Settlement Agreement provisions and must align with Livermore General Plan policy.

The Settlement Agreement's first priority is for the preservation of native biological diversity and/or wildlife habitat. The second priority is for the acquisition of property with significant value for visual character and/or non-motorized recreation. Additional criteria developed and utilized by the Open Space Committee includes strategic value in land protection, additional funding sources, and willing sellers. The proposed Property acquisition is consistent with the priority criteria.

Staff recommends the City Council confirm that the Committee's expenditure recommendation is consistent with the Altamont Landfill Settlement Agreement and the Livermore General Plan for the Goecken Road Property.

Transferable Development Credits Fund for Purchase of Goecken Road Property

The TDC Program allows revenue from TDC in-lieu fees to be used in conjunction with other funds for acquisition and/or preservation of open space and/or agricultural lands beyond the Urban Growth Boundary and within North Livermore. Acquisition of the Property meets this funding criteria.
Staff recommends the City Council appropriate funds from the TDC Fund (LEAP Fund 582) in the amount of $670,000 for the remaining balance of the purchase price ($650,000) and an additional $20,000 for close of escrow costs.

General Plan Consistency

Government Code Section 65402(a) requires that if a General Plan has been adopted, no real property shall be acquired by dedication or otherwise for public purposes until the location, purpose, and extent of such acquisition has been reported upon by the planning agency as to conformity with its adopted General Plan. On November 19, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution, making the necessary findings, and determined the City's acquisition of the Goecken Road Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined in the resolutions (see Planning Commission Resolution contained in Attachment 7).

ENVIRONMENTAL DETERMINATION

The allocation of funds for the acquisition of real property is not considered a "project" under California Environmental Quality Act and CEQA Guidelines Section 15378. A project is defined as: the whole of an action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Allocating funds would not approve a physical development project, would not physically change the environment, and would help to preserve natural habitat. Therefore, no environmental review is required for the funding allocations.

The Property acquisition is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands where the purpose of the acquisition is to preserve the land in its natural condition.

FISCAL AND ADMINISTRATIVE IMPACTS

The initial cost of the Property acquisition would have no impact on the City's General Fund. The purchase price ($1,300,000) plus the transaction costs ($20,000) will be paid by the dedicated open space funding sources described above and summarized below. The Property acquisition will affect the following funding sources:

- The Altamont Landfill Settlement Open Space Fund would be reduced by $650,000, which would reduce the fund from its current balance of approximately $16,823,458 to $15,523,458.
- The Transferable Development Credits Fund (LEAP Fund 582) would be reduced by $670,000, which would reduce the fund from its current balance of approximately $22,300,000 to $21,630,000.

As the landowner, the City would be responsible for stewarding the land, ensuring it is properly managed for its conservation values, and incurring typical property management costs. The annual maintenance costs vary depending on size and property characteristics. On average, staff anticipates an approximate range of between $10,000 to $15,000 per year for maintenance. In 2015, the Council created the Open Space Mitigation Revenue Fund (LEAP Fund 300) to cover ongoing maintenance costs on City owned open space land. This fund is a special account generated from revenues received from the sale of mitigation values on City owned property. Funds are restricted to open space management and for open space acquisitions.

In addition, staff seeks to manage properties through grazing agreements with local ranchers and establishing permanent conservation easements through the sale of mitigation values. Any future conservation value sale would return to Council for authorization and include dedicated funding to cover the long-term maintenance costs through a non-wasting endowment.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

4. Preserve Open Space Resources Consistent with General Plan Policies

ATTACHMENTS

1. Financial Analysis
2. Project Location
3. Resolution Concurrence of Funds ALOSC
4. Resolution CEQA
5. Resolution Concurrence of Funds TDC
6. Resolution Authorizing Purchase and Sale Agreement
7. Exhibit A - Planning Commission Resolution
8. Exhibit B - Purchase and Sale Agreement

Prepared by: Shannon Pagan
Assistant Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Table 1: Approved Acquisitions in the eastern acquisition priority area

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
February 25, 2008	$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property)
July 13, 2009	$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
September 27, 2010	$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veteran's Hospital
October 25, 2010	$2,000,000	633	East Bay Regional Park District	Doolan Ranch
June 27, 2011	$1,000,000	65	East Bay Regional Park District	Farber Property
October 28, 2013	$420,000	81	City of Livermore	Doolan Road north of City-owned properties
December 9, 2013	$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Lauglin Road
October 27, 2017	$132,200	2	East Bay Regional Park District	Gosselin Staging Area and Trail Easement into Doolan Canyon Preserve
December 10, 2018	$1,000,000	137	City of Livermore	Doolan Road adjacent to Dublin and in proximity to Doolan Ranch
January 29, 2019	$500,000	0	Tri-Valley Conservancy	Shadow Cliffs to Del Valle Trail Bridge
November 27, 2023	$145,810	0	California Rangeland Trust	DC Ranch Conservation Easement
March 15, 2024	$980,000	82	City of Livermore	Hartford Hills Property
March 15, 2024	$1,284,000	125	City of Livermore	Greenville Road Property

December 9, 2024	$500,000	41	City of Livermore	Quint Property
Total	**$10,002,475**	**1,506**		

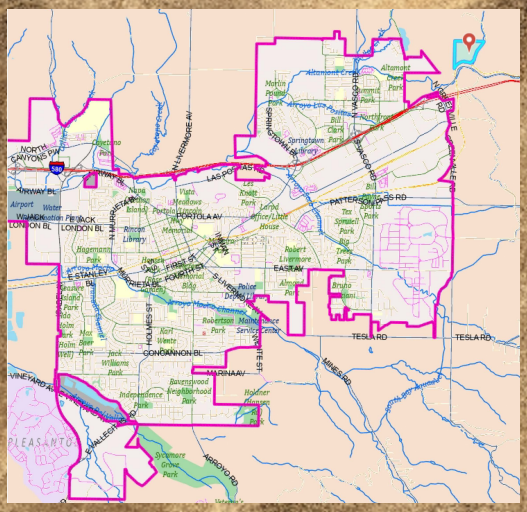
Goecken Road Property ALOSC Grant Request

Itemized Expenses (estimated)	
Purchase Price	*$1,300,000 ($15,854/acre)*
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$20,000*
Total Project Cost	***$1,320,000***
Funding From ALOSC	*$650,000 (49% of cost)*
Funding from the City of Livermore – Livermore Open Space Funds	*$670,000(51% of cost)*

LIVERMORE CALIFORNIA

City of Livermore

ATTACHMENT 2



SUBJECT SITE:

82-Acre Goecken Road

APNs:
99B-5680-14 and 99B-5680-18

GOECKEN ROAD

ALTAMONT PASS ROAD

INTERSTATE 580

Notes:

1,333.3 0 666.67 1,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 8,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:

10/30/2024
1:04:34 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS IN THE AMOUNT OF $650,000 FOR THE PURCHASE OF GOECKEN ROAD PROPERTY (82-ACRES) IN EASTERN ALAMEDA COUNTY (APNS 99B-5680-14 AND 99B-5680-18)

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use the funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On November 15, 2024, the Open Space Committee considered the City of Livermore's request for a grant in the amount of $650,000 to acquire the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18).

The Goecken Road Property is located within the eastern acquisition priority area. The Open Space Committee recommended expending $650,000 (49% of the acquisition cost) from the Open Space fund for a grant to the City of Livermore for acquisition and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

The Open Space Committee's recommended expenditure of Open Space Account funds is not a project under the California Environmental Quality Act (CEQA) Guidelines section 15378 because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $650,000 of Altamont Open Space Funds to fund the grant request by the City of Livermore to purchase and manage the Goecken Road Property is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE ACQUISITION OF THE GOECKEN ROAD PROPERTY (82 ACRES – APNS 99B-5680-14 and 99B-5680-18) IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

On July 22, 2024, the City Council authorized City of Livermore ("City") staff to enter negotiations with the property owner to acquire in fee title the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18) for open space and conservation purposes ("Project"). The property is located outside the city limits and outside of the North Livermore Urban Growth Boundary.

On November 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's grant applications for the acquisition of the Goecken Road Property. On November 19, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Goecken Road Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

On February 24, 2025, the City Council considered the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that based upon the City Council's own independent review of the Record Evidence and considerations the City Council hereby finds that the Project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation, and none of the exceptions to the exemption listed in Section 15300.2 apply.

Exceptions - Section 15300.2

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. Location. This exception does not apply. Categorical Exemption Classes 3, 4,

5, 6, and 11 are qualified by consideration of where the project is to be located. The proposed land acquisition qualifies for a Class 13 Categorical Exemption and, therefore, is not subject to this possible exception due to project location.

2. Cumulative Impact. The vacant property will remain as open space. The property will be managed for its conservation value. The acquisition of the property would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the property acquisition will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the acquisition of the property will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The vacant property will remain as open space. The property will be managed for its conservation value.

4. Scenic Highways. The property site is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur because the Project is not located within the Scenic Corridor of the General Plan.

5. Hazardous Waste Sites. The project is not included on the list of hazardous waste facilities compiled pursuant to California Government code Section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

6. 6. Historical Resources. The site is not a designated historical resource and therefore will not cause a substantial adverse change in the significance of a historical resource.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE SUPPLEMENTAL APPROPRIATION OF FUNDS FROM THE TRANSFERABLE DEVELOPMENT CREDITS PROGRAM ACCOUNT (LEAP FUND 582) FOR THE AMOUNT OF $670,000 TO ACQUIRE THE GOECKEN ROAD PROPERTY (82 ACRES – APNS: 99B-5680-14 AND 99B-5680-18)

On July 22, 2024, the City Council authorized City of Livermore ("City") staff to enter negotiations with the property owner to acquire in fee title the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18) for open space and conservation purposes. The property owner representatives and the City have negotiated terms for the acquisition of the property. The City Council is responsible for appropriating funds from the Transferable Development Credits Program Account (LEAP Fund F582).

The funding authorization is not a project under the California Environmental Quality Act (CEQA) Guidelines Section 15378 because approval for the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the supplemental appropriation of $670,000 from the Transferable Development Credit Program Account (LEAP Fund F582) or other funding sources for the acquisition of the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18) for open space and conservation purposes.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE GOECKEN ROAD PROPERTY (82 ACRES – APNS 99B-5680-14 AND 99B-5680-18)

In August 2024, the City Council authorized City of Livermore ("City") staff to enter negotiations with the property owner to acquire in fee title the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18) for open space and conservation purposes ("Project"). The property is located outside of the City limits and outside of the North Livermore Urban Growth Boundary.

On November 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's grant applications for the acquisition of the Goecken Road Property. On November 19, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution, attached hereto as Exhibit A, and determined the City's acquisition of the Goecken Road Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity.

Goal CC-1 - Preserve and enhance Livermore's natural setting.

Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

Policy CC-1.1 P6 - The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7 - Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisition will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 - Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the Record Evidence and adopted a resolution finding the acquisition of the Goecken Road Property (82 acres – APNs 99B-5680-14 and 99B-5680-18) to be exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute a Purchase and Sale Agreement, attached hereto as Exhibit B, and all other documents necessary for the acquisition of the Goecken Road Property.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Planning Commission Resolution
Exhibit B – Goecken Road Purchase and Sale Agreement

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING CONSISTENCY DETERMINATION (CD) 24-009 FOR THE ACQUISITION OF APPROXIMATLEY 82 ACRES (GOECKEN ROAD PROPERTY – APNs: 99B-5680-14 and 99B-5680-18)

The Planning Commission, as the City's planning agency, is required by Government Code Section 65402(a) to determine the consistency of the acquisition of real property and easements for public purposes with the City's General Plan; and

A Consistency Determination for the acquisition of real property and easements does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) per section 21065 of the California Environmental Quality Act and CEQA Guidelines. Therefore, no environmental review under CEQA is required.

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 meeting, the Planning Commission reviewed written and oral staff reports, 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, with respect to Consistency Determination (CD) 24-009, the Planning Commission finds:

1. Acquisition and disposition of real property is determined to be consistent with the City of Livermore General Plan.

   Response: The acquisition of approximately 82 acres (Goecken Road Property – APNs: 99B-5680-14 and 99B-5680-18) is consistent with the General Plan goals, objectives, policies, and strategies outlined below. The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity:

   Goal CC-1 - Preserve and enhance Livermore's natural setting.

   Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

   Policy CC-1.1 P6. The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7. Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisitions will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission finds the acquisition of the Goecken Road Property including approximately 82 acres (APNs 99B-5680-14 and 99B-5680-18) is consistent with Livermore's General Plan and hereby approves Consistency

Determination (CD) 24-009.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore finds that a Consistency Determination for the acquisition of real property and easements does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) per section 21065 of the California Environmental Quality Act and CEQA Guidelines. Therefore, no environmental review under CEQA is required for CD 24-009.

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.

The Planning Commission's decision is subject to a 15-day appeal period in accordance with Livermore Development Code Chapter 9.15.

On the motion by Commissioner Dunbar, seconded by Commissioner Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of November 19, 2024, by the following vote:

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

Jacob Anderson, Chairperson

Stephen Riley

By Stephen Riley, Acting Planning Manager
Secretary to the Planning Commission

Docusign Envelope ID: B98DF620-B48D-4B39-9EE8-D127E46C4B9D

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated as of _ _ _ _ _ _ _ _ _ _, 20__ (the "Effective Date"), is made by and between the City of Livermore, a municipal corporation ("Buyer") and Jeanne Moghadam, Successor Trustee of the Moghadam Family Trust (APNs: 99B-5680-14 and 99B-5680-18) ("Seller").

RECITALS

A. Seller is the owner of the Property (as defined in Section 1 below) pursuant to that certain Grant Deed dated December 11, 2019, and recorded on February 13, 2020, in the Official Records of Alameda County, California as Instrument No. 2020037159.

B. Buyer wishes to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer, each upon the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase of the Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following (collectively, the "Property"):

   1.1. Real Property. That certain real property located in the City of Livermore in Alameda County, California, consisting of approximately a total of (82) acres of land, relating to APNs: 99B-5680-14 and 99B-5680-18, as more particularly described in Exhibit A attached hereto, together with all privileges, rights, easements, and appurtenances belonging to such real property (collectively, the "Real Property").

   1.2. Improvements. Any and all improvements, buildings, facilities, fixtures, structures, fences, and parking areas located on the Real Property (collectively, the "Improvements").

   1.3. All Other Tangible and Intangible Rights and Assets. All other rights and assets, tangible or intangible and wherever located, which relate to the Real Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be $1,300,000, One Million and Three Hundred Thousand Dollars (purchase price), and shall be payable as follows:

   2.1. Deposit. Within five (5) business days of Effective Date, Buyer shall deposit into Escrow $670,000, Six Hundred and Seventy Thousand Dollars ($) in cash ("Deposit"). The deposit shall include fifty percent (50%) of the purchase price, in the amount of Six Hundred and Fifty Thousand Dollars ($650,000), and escrow closing costs in the amount of Twenty Thousand Dollars ($20,000).

   2.2. Remaining Balance. Buyer shall deposit in cash the remaining funds due, in the amount

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of Six Hundred and Fifty Thousand Dollars ($650,000) as the final payment into Escrow within thirty (30) days after the transfer of the initial Deposit pursuant to Section 2.1 above.

In the event that the Buyer exercises the option, in its sole discretion, to terminate this Agreement, the Escrow Holder shall be, and is hereby irrevocably instructed by Seller and Buyer, to immediately pay to Buyer the full amount of the Deposit and any interest earned thereon without further instructions.

3. Escrow; Closing Conditions.

3.1. Escrow. Upon full execution and delivery of this Agreement, Buyer shall promptly open an escrow account ("Escrow") with First American Title Company, located at 4900 Hopyard Road, Suite 110, Pleasanton, CA 94588 ("Escrow Holder"). This Agreement shall, to the extent possible, serve as escrow instructions. The parties agree to execute such additional escrow instructions as may be required by Escrow Holder, which instructions shall be consistent with this Agreement. The "Close of Escrow" shall occur as soon as practicable after the satisfaction of all condition's precedent specified in this Agreement, but in any event, on or before thirty (30) business days following the Effective Date.

3.2. Fees. Buyer shall pay all of Escrow Holder's fees, including escrow charges and fees. Buyer shall pay the costs of a CLTA Standard Owner's Policy of Title Insurance with respect to the Real Property insuring Buyer in the full amount of the Purchase Price, all documentary transfer taxes, and recording fees. Buyer shall pay for the costs of any endorsements to the Title Policy (as hereinafter defined) and the incremental cost of an ALTA Extended Owner's Policy of Title Insurance if Buyer desires to obtain such a policy. As used herein, "Title Policy" shall mean a CLTA Standard Owner's Policy of Title Insurance and, if applicable, an ALTA Extended Owner's Policy of Title Insurance, subject only to the Permitted Exceptions (as hereinafter defined) and containing such endorsements as Buyer may require in its sole discretion.

3.3. Deposit of Documents into Escrow.

3.3.1. Seller shall deposit with Escrow Holder the following items no later than ten (10) business days after the Effective Date, duly executed and acknowledged where required:

a. The Grant Deed;

b. Completed Franchise Tax Board Form 597-W and an affidavit certifying that Seller is not a "foreign person" as defined in the Internal Revenue Code;

c. A completed California Form 593-C (which provides that no portion of the Purchase Price shall be required to be withheld by or on behalf of Buyer), duly executed by Seller; and

Any other documents, instruments or agreements reasonably required to be delivered hereunder to Escrow Holder or to Buyer in order to consummate the transactions contemplated by this Agreement.

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3.3.2. Buyer shall execute and/or deliver the following to the Escrow Holder for delivery or disbursement to Seller on Close of Escrow:

a. The Purchase Price;

b. Escrow Holder's costs and expenses, as herein provided; and

c. Any other documents, instruments or agreements reasonably required to be delivered hereunder to Escrow Holder or to Seller in order to consummate the transactions contemplated by this Agreement.

3.4. Close of Escrow. Escrow Holder shall do all of the following upon Close of Escrow:

3.4.1. Record the Grant Deed, with a Certificate of Acceptance, in the Official Records of Alameda County, California;

3.4.2. Cause the Title Policy to be issued to Buyer within a reasonable time after Close of Escrow; and

3.4.3. Disburse the Purchase Price to Seller less the amount of any other closing expense payable by Seller pursuant to the terms of this Agreement.

4. Title Matters; Insurance.

4.1. Title. Title to the Property shall be conveyed to Buyer free and clear of all liens, claims and encumbrances except as permitted in this Section (the "Permitted Exceptions").

4.2. Approval of Exceptions. Within ten (10) business days after Escrow is opened, or as soon thereafter as reasonably possible, Seller shall cause Escrow Holder to deliver to Buyer a preliminary title report with respect to the Real Property (the "Preliminary Report") together with copies of all recorded documents shown as exceptions thereto. Buyer shall notify Seller ("Buyer's Title Objection Notice") within ten (10) business days after the Effective Date of any objections to the preliminary title report. If Buyer, in its sole and absolute discretion, disapproves of any of the exceptions shown on the Preliminary Report, Buyer must deliver Buyer's Title Objection Notice to Seller, which shall outline the Disapproved Exceptions, those items that appear on the Preliminary Report to which the Buyer objects. The term "Permitted Exceptions" shall mean (i) the title exceptions that are not disapproved of by Buyer in Buyer's Title Objection Notice or (ii) the title exceptions for which Escrow Holder is irrevocably committed to insure against by the issuance of endorsements to the Title Policy, which endorsements must be acceptable to Buyer in its sole discretion. Notwithstanding anything else contained in this Agreement, the following shall be Permitted Exceptions: real estate taxes, assessments, vault charges and water and sewer charges not currently due and payable, subject to adjustment as provided in Section 7 of this Agreement.

4.3. Seller shall have twenty (20) business days following receipt of Buyer's Title Objection Notice to provide Buyer with written notice ("Seller's Title Notice") that either: (i) Seller is unwilling or unable to deliver title to the Real Property subject only to the

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Permitted Exceptions; or (ii) Seller is willing to use commercially reasonable efforts to deliver title to the Real Property subject only to the Permitted Exceptions within a specified period of time not to exceed thirty (30) business days from the date of such Seller's Title Notice ("Extension Date"). Failure by Seller to deliver Seller's Title Notice to Buyer within the twenty (20) business day period specified above shall constitute Seller's agreement to use commercially reasonable efforts to deliver title at Close of Escrow subject only to the Permitted Exceptions. If in Seller's Title Notice, Seller has deemed that it is unwilling or unable to deliver title to the Real Property subject only to the Permitted Exceptions, Buyer shall have the option, by notice to Seller within ten (10) business days after receipt of Seller's Title Notice, but in no event after the expiration of the Review Period (as defined in Section 5.1 below), to either (i) accept such title to the Real Property as Seller can provide, or (ii) to terminate this Agreement and have the Deposit returned if permitted by Section 2.1 hereof. If for any reason whatsoever, Seller remains unable or unwilling to deliver title subject only to the Permitted Exceptions by the Extension Date, and if Buyer shall still be unwilling to accept such title to the Real Property as Seller can provide, then either party may terminate this Agreement without further liability. If, after the date hereof, any additional items come into existence which would show as exceptions to title insurance in the Title Policy, and Seller fails to remove same prior to the Close of Escrow, Buyer shall have the choice of: (i) terminating this Agreement and the Escrow and thereafter neither Seller nor Buyer shall have any further obligations under this Agreement; or (ii) completing the purchase of the Property in accordance with the terms of this Agreement.

5. Due Diligence Investigation.

5.1. Review Period. Buyer may conduct investigations and reviews of the Property including, but not limited to, the physical condition or state of the Property, environmental matters (including, without limitation, Phase I and Phase II environmental reports of the Property), title matters, zoning matters, governmental, regulatory or land use matters, and any other matters affecting Buyer or Buyer's anticipated use and ownership of the Property during the term of this Agreement. The Review Period shall continue for a period of 10 business days after the Effective Date. After 10 business days after the Effective Date, the Review Period shall be terminated.

5.2. Disapproval of Investigation. If Buyer, in its sole and absolute discretion, disapproves any of the results of its investigation and review, Buyer may, subject to Section 2.1 hereof, terminate this Agreement without any liability whatsoever by providing written notice thereof to Seller on or before the termination date of the Review Period. If this Agreement is so terminated, the Deposit shall be returned if permitted by Section 2.1 hereof and neither party shall have any further liability hereunder. If Buyer fails to deliver such notice to Seller on or before the termination of the Review Period, Buyer shall be deemed to have elected to consummate this transaction.

5.3. Access to Property. Seller agrees to grant Buyer and Buyer's employees, agents, consultants, and other authorized representatives the right to reasonable access to the Property at reasonable times during the Term of this Agreement subject to twenty-four hours' notice to the Seller of Buyer's intent to access the Property.

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6. Possession. Possession of the Property shall be delivered to Buyer on Close of Escrow in its "as-is" condition, free of all tenancies and subject to the representations and warranties and covenants of Seller contained herein.

7. Prorations. All utility costs, real property taxes and assessments, water charges and assessments, bond payments and other expenses affecting the Property shall be prorated as of Close of Escrow. If, at the time of the Close of Escrow, the tax rate or the assessed valuation of the Property has not been fixed, the apportionment of taxes will be upon the basis of the most recently established tax rate applied to the latest assessed valuation (subject to adjustment as hereinafter provided). If any expenses (other than taxes) for the Property cannot be determined finally as of Close of Escrow, such expense will be prorated on the best available information. Adjustments to the prorations will be made from time to time after Close of Escrow to take account of final information as to expenses estimated as of the Close of Escrow or to adjust expenses that were not included in the prorations done at the Close of Escrow, and Buyer or Seller, as applicable, will pay the other on demand such amounts as may be appropriate based on such adjustments, together with interest at twelve percent (12%) per annum from the date of demand if such amount remains unpaid more than ten (10) business days after demand. Any re-proration of expenses must be completed within one hundred eighty (180) calendar days after Close of Escrow or, in the case of taxes, within ninety (90) calendar days after the tax (or adjustment of tax) is billed, and neither Buyer nor Seller will be entitled to request a payment on account of re-prorations after such date. Notwithstanding the foregoing, Seller shall remain fully liable for the payment of any taxes assessed against the Property and attributable to any period prior to Close of Escrow, irrespective of when such taxes are billed by the relevant taxing authorities. In addition, Buyer specifically acknowledges that Seller shall be entitled to any refund of real and personal property taxes, installments of bonds and special taxes and assessments attributable to the Property and allocable to the period prior to Close of Escrow ("Refunds"). Any such Refunds shall be paid to Seller regardless of when they are received.

8. Real Estate Brokers. Each party hereby agrees to indemnify, protect and defend the other (by counsel acceptable to the party seeking indemnification) against and hold the other harmless from and against any and all damages, liabilities, loss, cost and expense, including, but not limited to, reasonable attorneys' fees and court costs, resulting from any claims for any such real estate commission, finder's fee or other real estate brokerage-type commission by any person or entity based upon such acts. The foregoing indemnities shall survive Close of Escrow or any earlier termination of this Agreement.

9. Representations, Warranties, and Covenants of Seller. Seller represents, warrants and covenants to Buyer that:

   9.1. Seller's Warranty of Authority. Seller has the full power and authority to execute and enter into this Agreement and the authority to consummate the transactions contemplated in this Agreement.

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9.2. Non-Foreign Person. Seller is not a "foreign person" within the meaning of Internal Revenue Code section 1445.

9.3. Enforceability. This Agreement constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and creditors' rights laws generally.

9.4. Due Diligence Deliverables. True, correct and complete copies of all Due Diligence Deliverables prepared by third parties will be delivered to Buyer within five (5) business days following receipt by Seller; provided, however, that Seller makes no warranty express or implied as to the correctness of the contents of such Due Diligence Deliverables. True and correct copies of all other Due Diligence Deliverables prepared by Seller will be delivered to Buyer not later than three (3) business days following the execution and delivery of this Agreement by Seller and Buyer.

9.5. Notices. Except as disclosed to Buyer in the Due Diligence Deliverables, Seller has not received any notices from or sent any notices to any federal, state, or local governmental authority having jurisdiction over the Property or any other third party regarding, without limitation, environmental conditions, the presence or absence of hazardous materials, zoning, land use, suitability for a particular purpose, or compliance with law. To Seller's knowledge, the Property is in compliance with all laws, rules and regulations, including, without limitation, any state or federal environmental laws, e.g., CERCLA, RCRA, FWPCA, TSCA, HMTA.

9.6. Leases; Agreements. Seller represents it is not a party to any lease, license or other agreement granting possessory rights with respect to the Property, and that there are no tenants on the Property. As of the Close of Escrow, Seller shall not be a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property and there shall be no tenants on the Property. To the extent Seller is a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property, Seller shall provide Buyer with Estoppel Certificates and copies of all leases, licenses or other such agreements no later than five (5) business days after the Effective Date. From and after the Effective Date, Seller shall not create any leases or other agreements affecting the Property without Buyer's prior written consent.

9.7. Contracts. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer true and correct copies of any contracts and agreements affecting the Property. As of the Close of Escrow, no contracts or agreements that are binding on the owner of the Property shall remain in effect. From and after the Effective Date, Seller shall not enter into any new contracts or agreements relating to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed and shall be deemed given if the term of such contract or agreement shall expire prior to the Close of Escrow.

9.8. Actions, Suits or Proceedings. There are no actions, suits, or proceedings, pending, or, to Seller's knowledge, threatened, before any commission, board, bureau,

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agency, arbitrator, court, or tribunal affecting, or that would affect, the Property or the right to occupy or utilize the Property.

9.9. No Bankruptcy Proceedings. Seller is not the subject of any bankruptcy, insolvency, or probate proceeding.

9.10. Taxes and Assessments. Seller represents it has paid all taxes, charges, and assessments (special or otherwise) billed, due and payable for all years up through and including the 2023-2024 tax year required to be paid to any taxing authority or other association, which, if unpaid, could in any way constitute a lien against the Property or any part thereof. Seller has not received any notice from any taxing authority, governmental agency or other association: (i) asserting that Seller has failed to file or has improperly filed any tax return or report required to be filed or of any charges now owing by it which could in any way now or hereafter constitute a lien or claim against the Property or any part thereof; or (ii) regarding any pending or contemplated taxes, assessments, charges or fees which affect or will affect the Property other than customary property taxes/assessments, as reflected in the Title Report. No action or proceeding is now pending by a governmental agency or authority or other association for the assessment or collection of any such taxes, charges or assessments against Seller.

Seller understands and agrees that Buyer did not provide Seller with any tax advice or make any representations about the tax consequences of this Agreement. Seller further represents and warrants that they have not relied on any representations about the tax consequences of this Agreement, except representations made by Seller's agents and representatives, which expressly exclude Buyer. If any taxing authority determines that the Purchase Price paid to Seller is taxable, Seller is solely responsible for all taxes. Should any administrative, judicial, or other action be instituted to collect taxes from Buyer for any amounts paid to Seller in connection with this Agreement, Seller agrees to defend, indemnify, and hold Buyer harmless from liability to any tax authority.

10. Representations and Warranties of Buyer. Buyer hereby represents to Seller that at the date of execution hereof and at and as of Close of Escrow, Buyer is a municipal corporation and has the legal capacity to understand and execute this Agreement and all related documents.

11. Survival. All of the representations and warranties of Buyer and Seller made in conjunction with and pursuant to this Agreement shall survive Close of Escrow, but only for a period of ninety (90) calendar days. No claim shall be allowed on any such representation or warranty unless notice of the claim and a detailed statement of the basis for the claim is delivered by the claimant to the other party within such period.

12. Conditions of Closing.

12.1. Buyer's Conditions. Buyer's obligations to purchase the Property on Close of Escrow are expressly conditioned upon each of the following:

12.1.1. Title Insurance. Seller shall be prepared to convey to Buyer good and marketable title to the Real Property subject only to the Permitted Exceptions, and the Escrow Holder shall be irrevocably committed to issuing the Title Policy.

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12.1.2. Buyer's Inspection. There shall have been no material adverse change in the condition of the Property between the end of the Review Period and the Close of Escrow.

12.1.3. Closing Warranties. The representations and warranties of Seller contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.1.4. Delivery Into Escrow. Seller having delivered to Escrow all items required by this Agreement and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Seller.

12.2. Seller's Conditions. Seller's obligation to sell the Property on Close of Escrow is expressly conditioned upon each of the following:

12.2.1. Closing Warranties. The representations and warranties of Buyer contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.2.2. Delivery Into Escrow. Buyer having delivered to Escrow all items required by this Agreement, including without limitation the Purchase Price, and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Buyer.

13. Failure of Conditions. If any of the conditions specified in this Agreement fail to occur prior to Close of Escrow, the party benefited by such condition shall have the power, exercisable by giving written notice to the Escrow Holder and to the other party, either to waive the condition or to cancel the Escrow and terminate this Agreement. In the event this Agreement is terminated due to the failure of a condition specified herein, the Deposit shall be disbursed in accordance with Section 2.1.

14. Indemnification.

14.1. Seller's Indemnification. From and after Close of Escrow, Seller shall indemnify, defend, protect, and hold harmless Buyer, Buyer's past, present, and future parents, subsidiaries, and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees, expert fees, and costs) arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement, or for any activity or event involving Seller's activities on the Property occurring prior to Close of Escrow. This indemnity does not apply, however, to any item, matter, occurrence or condition which was disclosed in writing to or known to Buyer (including its agents, consultants and representatives) or any other of the Buyer Indemnified Parties with authorization to act on behalf of Buyer prior to the expiration of the Review Period.

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14.2. Buyer's Indemnification. From and after Close of Escrow, Buyer shall indemnify, defend, protect and hold harmless Seller, Seller's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees and costs) ("Losses") arising out of Buyer's ownership and/or operation of the Property following Close of Escrow, or from any misrepresentation or breach of warranty or covenant by Buyer in this Agreement; provided, however, Buyer shall not indemnify any of the Seller Indemnified Parties for any Losses resulting from: (i) any of the Seller Indemnified Parties' negligence, negligence per se, or intentional misconduct; or (ii) any Environmental Clean Up Claims.

15. Notices. All notices and demands of any kind that either party may be required or desire to serve upon the other party shall be in writing and shall be served upon such other party by personal service (including overnight delivery by a recognized carrier such as UPS or FedEx), by facsimile transmission followed by mail delivery of the original of such notice, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Buyer:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: Stephen Riley
Planning Manager
Telephone: (925) 960-4461
Facsimile: (925) 960-4149

If to Seller:
Jeanne Moghadam
Successor Trustee of the Moghadam Family Trust
10 Wanflete Court
Orinda, CA 94563
Telephone: (925) 876-1006

And

Peter A. Hass Esq.
Moghadam Family Attorney
3700 Barnett Avenue
Richmond, CA 94805
Telephone: (510) 237-3700

Service by mail shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. Service by facsimile transmission shall be deemed served upon receipt of the facsimile transmission by the addressee, provided it is received prior to 5:00 PM local time by the recipient on a business day (and if not so received by such time, then it shall be deemed given on the next business day) and the sender receives written confirmation of transmission;

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provided that the sender shall also send the original by mail delivery or overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

17. Time is of the Essence. Time is of the essence in this Agreement.

18. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. However, unless such stricken term, provision, covenant or condition goes to the essence of the consideration bargained for by a party, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

19. Entire Agreement. This Agreement constitutes the sole and only agreement between Buyer and Seller concerning the Property and their rights and duties in connection with the Property. Any prior or other agreements or representations between Buyer and Seller regarding such matters shall be null and void, unless otherwise expressly set forth in this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought here on shall be brought in the state or federal courts sitting in Alameda County, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper.

21. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

22. Assignment. Seller may assign this Agreement and all rights and obligations hereunder without Buyer's consent to any parent, subsidiary or affiliate of Seller. Buyer shall have no right to assign its rights under this Agreement to any other person or entity.

23. Attorneys' Fees. If any action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

24. BUYER'S REMEDIES. **IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF SELLER (INCLUDING SELLER'S BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR SELLER'S FAILURE TO DELIVER ANY OF THE DOCUMENTS DESCRIBED IN SECTIONS 3, 9, & 12 OF THIS AGREEMENT OR DUE TO THE FAILURE OF A CONDITION FOR BUYER'S BENEFIT SET FORTH IN SECTIONS 9, OR 12, AND BUYER IS READY, WILLING AND ABLE TO CLOSE, BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY EITHER (A) TERMINATE THIS AGREEMENT IN**

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ITS ENTIRETY BY DELIVERY OF NOTICE OF TERMINATION TO SELLER, WHEREUPON THE DEPOSIT SHALL BE IMMEDIATELY RETURNED TO BUYER, OR (B) CONTINUE THIS AGREEMENT PENDING BUYER'S ACTION FOR SPECIFIC PERFORMANCE HEREUNDER PROVIDED APPROPRIATE PROCEEDINGS ARE PROMPTLY COMMENCED BY BUYER (BUT IN ANY EVENT WITHIN (30) BUSINESS DAYS AFTER DISCOVERY OF SUCH DEFAULT) AND PROSECUTED WITH DILIGENCE AND CONTINUITY WHEREUPON SELLER SHALL PAY TO BUYER ALL REASONABLE FEES, COSTS AND EXPENSES INCURRED BY BUYER IN CONNECTION WITH BUYER'S ACTION FOR SPECIFIC PERFORMANCE IF SUCCESSFUL AND ANY OTHER AMOUNTS WHICH MAY BE PAYABLE PURSUANT TO THE TERMS

AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY WAIVES ANY AND ALL REMEDIES FOR SELLER'S FAILURE IN PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO OBTAIN DAMAGES FROM SELLER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, AND BUYER ACKNOWLEDGES THAT SELLER SHALL IN NO EVENT BE LIABLE THEREFOR. DS

Seller's Initials JM Buyer's Initials _____

25. Condemnation. If prior to Close of Escrow any Non-Material Part (as defined below) of the Real Property is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to any Non-Material Part of the Real Property is received by the Seller, this Agreement shall remain in force, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. If, prior to Close of Escrow, all or any part of the Real Property, other than a Non-Material Part, is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to the Real Property or any part thereof, then Seller shall within five (5) business days thereafter give notice thereof to Buyer and Buyer shall have the option to (i) complete the purchase hereunder, or (ii) terminate this Agreement, in which event the Deposit shall be immediately refunded to Buyer, and thereafter neither party shall have any further liability hereunder. Buyer shall deliver written notice of its election to the Seller within fifteen (15) business days after the date upon which the Buyer receives written notice from Seller of such eminent domain proceedings or notice or threat thereof. If notice of condemnation is received by Buyer and Buyer fails to deliver said written notice of its election within said time period, such failure shall constitute a waiver by Buyer of its right to terminate this Agreement. If this Agreement is not so terminated, any negotiation for, or agreement to, and all contests of any offers and awards relating to eminent domain proceedings shall be conducted with the joint approval and consent of the Seller and the Buyer, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. For purposes hereof a taking of a Non-Material Part of the Real Property shall be deemed to have occurred if it results in a taking of less than ten percent (10%) of the gross acreage of the Real Property.

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

BUYER:

CITY OF LIVERMORE

By:_____
Name: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...
DS
JS

Deputy/Assistant/Senior/City Attorney

SELLER:

JEANNE MOGHADAM
Successor Trustee of the Moghadam Family Trust
(APNs: 99B-5680-14 and 99B-5680-18)

By: DocuSigned by:
Jeanne Moghadam
F457C6E8DA154E3...
Name: Jeanne Moghadam
Title: Authorized Signatory

AGREED AND ACCEPTED BY:

First American Title Company

By:_____ Dated: _____
Kellie Sanders
Escrow Officer

Attachments:
Exhibit A – APN Map

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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT B

5680 Scale: 1" = 500'

T.2S. R.3E. (SECTION 30 & PORTION SECTION 31)

Drawn: 12-68 J.H. Revised: 10-16-85 SSL. 6-6-86 BV 6-28-88 PB 6-23-97 CSL 3-20-00 JW 6-07-06 ZC 3-29-02 LL

Formerly: Por. Blk. 5675

PIQ

5610 6075

24 19 19 20

25 29

83 Ch. 5478

T2S R2E T2S R3E

5450 (1501.50 C.) 5461.50 6010

30 31

GOECKEN ROAD

ALTAMONT PASS RD

COUNTY

APPROX. SECTION LINE

SOUTH BAY AQUEDUCT

EAST

U. S. 50

(R-1.)

5500 5685 5650 5700 5685

DETAIL: STATE (AU 131087) SOUTH BAY AQUEDUCT

APPROX. SECTION LINE

A.C.M. 49,50

Reference: Case 2-19-17, R/S # 2 No. 19 (R.S Bk. 1 Pg. 15), Case 5-5-1; R/S 11992 6/82

HPN-20

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolution authorizing the City Manager, on behalf of Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD to accept $30,000 in grant funds from the Bay Area Urban Area Security Initiative for Class 1 Multi-Threat HazMat Suits, appropriating $30,000 in Livermore-Pleasanton Fire Department's (LPFD) Equipment Replacement Fund for Fiscal Year 2024-25, and authorizing the purchase of Class 1 Multi-Threat HazMat Suits.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager, on behalf of and for the Livermore-Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD, to execute a grant agreement, including approving minor changes to the proposed grant agreement, and accept a $30,000 grant from the Bay Area Urban Area Security Initiative; and
2. Authorizing an appropriation of $30,000 in Livermore-Pleasanton Fire Department's Equipment Replacement Fund budget in FY 2024-25 and authorizing the purchase of Class 1 Multi-Threat HazMat Suits.

SUMMARY

The LPFD is seeking authorization from the City Council to accept grant funds from the Bay Area Urban Area Security Initiative (UASI). UASI has awarded LPFD $30,000 to purchase Class 1 Multi-Threat HazMat Suits. UASI grants have a clear nexus to terrorism. The purchase of these HazMat suits will provide increased safety in the response to terrorist incidents.

DISCUSSION

Livermore-Pleasanton Fire Department was officially formed in 1996, to meet the needs of two neighboring communities. Since that time, demand for service has drastically increased with the influx of population and traffic on our roadways. The department has struggled financially to purchase and/or

replace equipment due to limited funding.

This grant will provide the LPFD Hazmat Team with NFPA 1994 class 1 multi-threat suits which will build our capability to respond to nerve agents, blister agents, and toxic industrial chemical releases not only within the communities of Livermore and Pleasanton but also the entire State of California. These suits are built with increased dexterity, durability, and heat stress management which will increase mission work duration and increase safety for hazmat team members through decreased heat stress. This will allow the team to operate on multiple entries in an ongoing long duration terrorist attack.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of accepting this grant is an increase of $30,000 in revenues and expenditures in LPFD's Equipment Replacement Fund (Fund 901). The terms of this grant require the LPFD to purchase the equipment and submit invoices for reimbursement from UASI.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL CATEGORY

Goal 5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

GUIDING DOCUMENT

LPFD Strategic Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Grant Agreement

Prepared by: Gina Eleccion
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING A $30,000 GRANT FROM THE BAY AREA URBAN AREA SECURITY INITIATIVE

The Livermore-Pleasanton Fire Department Joint Powers Authority ("LPFD"), in support of delivering life and fire protection services to the community, purchases various materials and supplies, such as personal protective equipment, fire hoses, gas monitors, thermal imaging cameras, fireground equipment, and hand tools.

The LPFD Hazmat response team is a typed resource with the California Office of Emergency Services (CalOES), with responsibilities that extend far beyond that of the Tri-Valley and include the entire Bay Area and State of California.

LPFD applied for and was awarded a grant in the amount of $30,000 from the Bay Area Urban Area Security Initiative (UASI). This grant will provide for new class 1 multi-threat hazmat suits. These suits provide the necessary protection against nerve and blister agents and other toxic chemicals.

LPFD has access to government contract pricing for the desired equipment and will procure this equipment through a cooperative purchasing arrangement.

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

1. Authorizes LPFD to accept the grant funds from the Bay Area Urban Area Security Initiative in the amount of $30,000.

2. Authorizes the City Manager, on behalf of LPFD in her capacity as a Joint Executive Director for LPFD, and the Administrative Services Director, on behalf of LPFD in her capacity as the Treasurer for LPFD, to execute a grant agreement between LPFD and UASI, attached hereto as Exhibit A, for a grant in the amount of $30,000 for class 1 hazmat suits.

3. Authorizes the appropriation of $30,000 in grant revenues and expenditures in the Equipment Replacement Fund in Fiscal Year 2024-25 for the purchase of class 1 hazmat suits to be reimbursed by the grant funds.

4. Authorizes the City Manager, both in her capacity as the City Manager of the City of Livermore and as a Joint Executive Director for LPFD, 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 grant agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – Grant Agreement Between LPFD and Bay Area UASI

AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITYFOR THE DISTRIBUTION OF FY 2024 UASI GRANT FUNDS

THIS AGREEMENT is made this **NOVEMBER 1, 2024** in the City and County of San Francisco, State of California, by and between the **LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY** ("SUBRECIPIENT") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**ADA**" shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) "**Authorized Expenditures**" shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) "**Event of Default**" shall have the meaning set forth in Section 7.1.

(d) "**Fiscal Quarter**" shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) "**Grant Funds**" shall mean any and all funds allocated or disbursed to SUBRECIPIENT (Unique Entity ID: KJN1GEH83KF3) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2024-5088, Cal OES ID No. 075-95017, CFDA No. 97.067, per Cal OES award notice dated October 28, 2024

(f) "**Grant Plan**" shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A and the WebGrants system. If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) "**Indemnified Parties**" shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco's elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) "**Reimbursement Request**" shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms**. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of City. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation." The use of the term "subcontractor," "subgrantee," "successor" or "assign" herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement**. References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2
ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds**. This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs**. No funds shall be available under this Agreement without prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SUBRECIPIENT to perform services or to provide materials, equipment and supplies that would result in SUBRECIPIENT performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SUBRECIPIENT for services, materials, equipment or supplies that are provided by SUBRECIPIENT that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SUBRECIPIENT additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term**. The term of this Agreement shall commence on **NOVEMBER 1, 2024** and shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2025**.

3.2 **Maximum Amount of Funds**. In no event shall the amount of Grant Funds disbursed hereunder exceed **THIRTY THOUSAND DOLLARS ($30,000).** The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds**.

(a) General Requirements. SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) No Supplanting. SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring**.

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

(a) Administrative Requirements:

1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

(b) Cost Principles:

1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.

(c) Audit Requirements:

1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospacial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over $250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for

effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance).*

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures**. San Francisco shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance**. SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability**. Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are

discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts**. SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License**. SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements**. SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports**. SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances**. SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records**. SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit**. SUBRECIPIENT shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is $750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6
INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification**. SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 **Duty to Defend; Notice of Loss**. SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such

Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages**. Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN FRANCISCO**. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement**. Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants**. SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws**. SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency**. SUBRECIPIENT (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency**. Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian,

receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default**. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive**. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8
ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT**. SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article**. Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility**. SUBRECIPIENT shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements**. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via e-mail:

If to San Francisco:

San Francisco Department of Emergency Management
City Hall - 1 Dr Carlton B Goodlett Pl, Room 344
San Francisco, CA 94102
Attn: Mary Ellen Carroll, Executive Director
maryellen.carroll@sfgov.org

If to the UASI Management Team:

UASI Management Team
1663 Mission Street, Suite #320
San Francisco, CA 94103
Attn: Adrienne Bechelli, General Manager
adrienne.bechelli@sfgov.org

If to SUBRECIPIENT:

Livermore-Pleasanton Fire Department Joint Powers Authority
3560 Nevada Street
Pleasanton, Ca 94566,
Attn: Name: Gina Eleccion, Title Business Manager,
Email: Geleccion@Lpfire.Org

9.2 **Effective Date**. All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via email, with the sender using the receipt notice feature.

9.3 **Change of Address**. From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10
MISCELLANEOUS

10.1 **No Waiver**. No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SUBRECIPIENT to Pay All Taxes**. SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement**. This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority**. Upon request of San Francisco, SUBRECIPIENT shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries**. Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms**. The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances**. From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of $25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than $25,000:

   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;

e) Award title (descriptive of the purpose of the funding action);
f) Location of the entity and primary location of performance including city, state, and Congressional district;
g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:

a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and $25,000,000 or more in annual gross revenues from Federal awards; and,
b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities**.

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) SUBRECIPIENT agrees to provide input towards the development of the regional Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) as requested by UASI.

(d) SUBRECIPIENT agrees to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

(e) SUBRECIPIENT agrees to provide a preference for the purchase of goods, products or materials produced in the United States in accordance with 2 CFR Part 200, Section 322.

ARTICLE 11
INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12
COMPLIANCE

12.1 **Nondiscrimination**. In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Francisco employee working with SUBRECIPIENT or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest**. Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA**. SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds**. In accordance with San Francisco Administrative Code Chapter 12G, SUBRECIPIENT may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SUBRECIPIENT agrees to comply with San Francisco Administrative Code Chapter 12G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SUBRECIPIENT from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SUBRECIPIENT's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties**. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT	LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY:
By:	By:
_____	_____
ADRIENNE BECHELLI GENERAL MANAGER, BAY AREA UASI ON BEHALF OF MARY ELLEN CARROLL EXECUTIVE DIRECTOR, SAN FRANCISCO DEPARTMENT OF EMERGENCY MANAGEMENT	MARIANNA BURCH JOINT EXECUTIVE DIRECTOR FOR THE LIVERMORE-PLEASANTON FIRE DEPARTMENT Federal Tax ID #: 83-1611804
Approved as to Form: David Chiu City Attorney	**Approved as to Form:** DEPUTY/ASSISTANT/GENERAL COUNSEL
By: _____ CHRISTINA FLETES-ROMO DEPUTY CITY ATTORNEY	By:_____ MOLLY O'TOOLE ASSISTANT CITY ATTORNEY

Attachments:
Appendix A- Authorized Expenditures and Timelines
Appendix B- Grant Assurances
Appendix C- Form of Reimbursement Request

Appendix A — Authorized Expenditures and Timelines

ENTITY: **LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY**

Total allocation to be spent on the following solution areas:

Webgrants Grants Number	**Program Description**	**Due Dates**	**Solution Areas**	**Amount**
Project Title: LPFD HazMat Equipment				
25053	Funds to purchase NFPA 1994 class 1 multi-threat suits. These suits are built with increased dexterity, durability, and heat stress management which will increase mission work duration and increase safety for hazmat team members through decreased heat stress.	Project Completion date: 12/31/2025	***Equipment :*** AEL# (01cb-01-ENSM)	PROJECT NOT TO EXCEED $30,000
		TOTAL ALLOCATION		**TOTAL NOT TO EXCEED: $30,000**

EQUIPMENT

Reimbursement for Equipment Requires:

- An approved EHP memo, if applicable.
- A performance bond is required for any equipment item that exceeds $250,000, or for any vehicle, aircraft, or watercraft, regardless of the cost. Failure to obtain and submit a performance bond to the UASI may result in disallowance of cost.
- As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SUBRECIPIENT must transmit the request to the UASI for request to the State.

- Prior to reimbursement, SUBRECIPIENT must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations.
- SUBRECIPIENT must inventory, type, organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

- **All requests for reimbursements must be submitted within 30 days of project completion unless an earlier deadline is set in this Appendix. SUBRECIPIENT should submit reimbursement requests on a quarterly basis, as applicable.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
- *FY 2024 Homeland Security Grant Program Notice of Funding Opportunity*: *The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Nonprofit Security Grant Program | FEMA.gov*
- *California Supplement to the Federal Funding Opportunity Announcement*, dated October 2024, available at https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf
- as *"FY 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity."*
- *Authorized Equipment List:* *http://www.fema.gov/authorized-equipment-list*
- *Cal OES Rules and Regulations, including the Recipient Handbook* https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/2024_Subrecipient_Handbook.pdf
- ***Any equipment purchased under this Agreement must match the UASI 2024 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.***
- ***No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.***
- ***Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶3.12.***
- ***All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.***

Appendix B-- Grant Assurances

Name of Jurisdiction: Livermore Pleasanton Fire Department ("SUBRECIPIENT")

Name of Authorized Agent: Gina Eleccion Title Business Manager

Address: 3560 Nevada Street

Pleasanton, CA 94566

Telephone Number: (925) 454 2315 & (925) 918 7597

E-Mail Address: geleccion@lpfire.org

As the duly authorized representative of the SUBRECIPIENT, I hereby certify that the SUBRECIPIENT has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to SUBRECIPIENT and any of its subrecipients.

I further acknowledge that the SUBRECIPIENT is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, SUBRECIPIENTs will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate SUBRECIPIENT acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The SUBRECIPIENT hereby agrees to comply with the following:

1. Proof of Authority

The SUBRECIPIENT will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;

(b) Any liability arising out of the performance of this agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;

(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

(d) The SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and

(e) The official executing this agreement is authorized by the SUBRECIPIENT.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The SUBRECIPIENT is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The SUBRECIPIENT will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the SUBRECIPIENT agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the SUBRECIPIENT will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The SUBRECIPIENT certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the SUBRECIPIENT is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The SUBRECIPIENT will comply with all state and federal statutes relating to non- discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) (DHS) policy to ensure the equal treatment of faith-based organizations, under which the SUBRECIPIENT must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the SUBRECIPIENT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The SUBRECIPIENT will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmentaland human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

(g) Executive Order 11514 which sets forth national environmental standards;

(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wildand scenic rivers system.

The SUBRECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and- desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the SUBRECIPIENT will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The SUBRECIPIENT must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the SUBRECIPIENT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The SUBRECIPIENT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The SUBRECIPIENT will establish safeguards to prohibit the SUBRECIPIENT's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The SUBRECIPIENT will comply with 31 U.S.C §§ 3729-3733 which provides that SUBRECIPIENT shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The SUBRECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The SUBRECIPIENT also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The SUBRECIPIENT must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The SUBRECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the SUBRECIPIENT or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The SUBRECIPIENT will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The SUBRECIPIENT must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the SUBRECIPIENT will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the SUBRECIPIENT will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance

awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The SUBRECIPIENT is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication.

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The SUBRECIPIENT acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The SUBRECIPIENT should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The SUBRECIPIENT must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The SUBRECIPIENT coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals..

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the SUBRECIPIENT collects PII, the SUBRECIPIENT is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The SUBRECIPIENT may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

The SUBRECIPIENT must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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25. Duplicative Cost

SUBRECIPIENT are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, SUBRECIPIENT may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The SUBRECIPIENT must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The SUBRECIPIENT is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The SUBRECIPIENT must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the SUBRECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the SUBRECIPIENT receives federal financial assistance awards made under programs that prohibit supplanting by law, the SUBRECIPIENT must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

SUBRECIPIENT are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the SUBRECIPIENT receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the SUBRECIPIENT must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The SUBRECIPIENT must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The SUBRECIPIENT is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the SUBRECIPIENT's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the SUBRECIPIENT must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The SUBRECIPIENT must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The SUBRECIPIENT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the SUBRECIPIENT must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the SUBRECIPIENT and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The SUBRECIPIENT must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. SUBRECIPIENTs receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

The SUBRECIPIENT must comply with the requirements of section 12(c) of Executive Order 14074. The SUBRECIPIENT is also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. SUBRECIPIENT recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on SUBRECIPIENT, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the SUBRECIPIENT and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the SUBRECIPIENT may be ineligible for award of any future grants if Cal OES determines that the SUBRECIPIENT: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. SUBRECIPIENTs are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the SUBRECIPIENT.

SUBRECIPIENT:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____

Date: _____

_____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Date: _____

UASI Management Team
1663 Mission Street, Suite 320
San Francisco, CA 94102

Re: FY 24 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the Livermore Pleasanton Fire Department Joint Powers Authority for the Distribution of FY 2024 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2024 between the Livermore Pleasanton Fire Department Joint Powers Authority("SUBRECIPIENT") and the City and County of San Francisco, SUBRECIPIENT hereby requests reimbursement as follows:

Total Amount of Reimbursement Requested in this Request:	$_____
Maximum Amount of Funds Specified in Section 3.2 of the Agreement:	$_____
Total of All Funds Disbursed Prior to this Request:	$_____

SUBRECIPIENT certifies that:

(a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.

(b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

(c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

(d) No Event of Default has occurred and is continuing.

(e) The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Signature of Authorized Agent:_____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description	If final claim for project, check box
				☐
				☐
				☐
				☐

The following are attached as part of this Schedule 1 (Please check items that are applicable):

Planning:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Organization:

- ☐ Invoice/Payroll Charges
- ☐ Payroll Register
- ☐ Cleared Check Payment
- ☐ Job Description
- ☐ Functional Timesheets
- ☐ Deliverables/Progress Reports

Equipment:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Purchase Order
- ☐ Packing Slip
- ☐ EHP Approval
- ☐ Watercraft or Aviation
- ☐ Sole Source
- ☐ Performance Bond
- ☐ Equipment Ledger (Please submit electronic copy to Grants Specialist)

Training:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ Training Feedback Number
- ☐ EHP Approval
- ☐ Certificates/Proof of Participation
- ☐ Sign In Sheet
- ☐ Agenda

Exercise:

- ☐ Invoice
- ☐ Cleared Check Payment
- ☐ After Action Report
- ☐ EHP Approval
- ☐ Overtime Authorization

For inquiries/questions, please contact:

_____ Phone #: _____ Email: _____

Print Name

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolutions initiating proceedings under Proposition 218 by scheduling a public hearing to consider proposed updated wastewater service charges, authorizing the mailing of notice of the public hearing, and establishing procedures for considering objections to the proposed wastewater charges; and approving guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City of Livermore pursuant to Article XIII D, Section 6 of the California constitution.

RECOMMENDED ACTION

Staff recommends the City Council adopt two resolutions:

1. Initiating proceedings under Proposition 218 by scheduling a public hearing to consider proposed updates to the City's wastewater service charges, authorizing the mailing of notice of the public hearing, and establishing procedures for considering objections to the proposed wastewater charges; and
2. Approving guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City of Livermore pursuant to Article XIII D, Section 6 of the California constitution.

SUMMARY

The City of Livermore provides wastewater collection, treatment, and disposal services as a single municipal enterprise that is fully funded by customer service charges. To evaluate the financial stability of the wastewater enterprise, the City retained NBS Government Finance Group to update the 2020 Wastewater Cost of Service Study. Ratepayers will be advised of the public hearing to consider the proposed rates by mailed notice, in compliance with Article XIII D, Section 6 of the California Constitution ("Proposition 218").

DISCUSSION

The City of Livermore provides wastewater collection, treatment, and disposal services as a single municipal enterprise that is fully funded by customer service charges. No property or sales taxes are used to support the Wastewater Enterprise Fund. Sufficient revenue must be collected to cover the costs

of regulatory compliance and operation, maintenance, construction, and improvement of the facilities used for the collection, treatment, and disposal of wastewater. State voters approved Proposition 218 which requires that total wastewater revenue cannot exceed the cost of providing wastewater service, and that charges for any customer class cannot exceed the proportional cost of providing service to that customer class. Therefore, no subsidies between customer classes are allowed under Proposition 218.

In addition to restrictions on the amount of service charges that can be imposed, the City must comply with Proposition 218's procedural requirements when adopting the rates. The City is also choosing to comply with Government Code sections 53759.1 and 53759.2 (Assembly Bill 2257 (2024)) which require the following:

1. Advance notice of the proposed service charges by mail at least 45 days prior to holding a public hearing to consider extending, imposing or increasing wastewater service charges.
2. Consideration of oral and written protests and timely written objections to the proposed revised wastewater service charges.
3. Inclusion of the following information in the notice:
    a. The amount of the proposed service charges, and the basis on which the charges are calculated; and
    b. A web link to the Wastewater Cost of Service Study on the City's website; and
    c. The reason for the rate change; and
    d. The date, time, and place of the public hearing to consider adoption of the revised charges; and
    e. Instructions on the procedure and deadline to submit a written protest and written objections.

The Proposition 218 Majority Protest Process:

- Ratepayers and property owners may submit written protests against the proposed rates up until the close of the public hearing to consider the rates.
- The Council holds a public hearing and determines if a majority protest exists (50% + 1 of all ratepayers).
- If no majority protest exists, the City Council may adopt rates.

The New Objection Process per State Law (Gov. Code §§ 53759.1, 53759.2 (AB 2257(2024))

- Allows for ratepayers to submit written objections to the proposed rates by a deadline set forth in the mailed notice.
- Requires staff to respond to all timely objections.
- Limits future legal challenges to issues raised in valid, written objections during the rate adoption process.
- Requires a separate submission for objections and protests.

A sample Proposition 218 Notice form is attached as Exhibit A. The proposed rates for consideration have not been finalized and therefore are not included on the sample notice.

The procedural and process timeline:

- March 10 - The City Council establishes the process for submission of objections and protests and directs staff to issue the public notice.
- March 25, not later than March 28 - Notices are mailed.
- May 12 - Objections are due. Staff reviews and responds. Responses will become part of the City

Council Packet.

- June 9 - Protests are due. The City Council will hold a public hearing. Council determines if a majority protest exists, and if not may adopt the proposed rates via resolution.
- July 1 - New rates are implemented. Residential customers see the increase on the first property tax bill in October/November.

FISCAL AND ADMINISTRATIVE IMPACTS

There are sufficient funds in the operating budget in the Wastewater Enterprise Fund (Fund 620) to cover the cost to print and mail out public notices and to provide printed copies of the Wastewater Cost of Service Study upon request. Staff does not anticipate any administrative impacts or impacts to any other Fund if this Resolution is adopted.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Resolution to Approve Prop 218 Process
2. Exhibit A - Prop 218 Notice Form
3. Resolution to Approve Prop 218 Protest Submission and Tabulation Procedures

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION TO INITIATE PROCEEDINGS UNDER PROPOSITION 218 BY SCHEDULING A PUBLIC HEARING TO CONSIDER PROPOSED UPDATED WASTEWATER SERVICE CHARGES, AUTHORIZING THE MAILING OF NOTICE OF THE PUBLIC HEARING, AND ESTABLISHING PROCEDURES FOR CONSIDERING OBJECTIONS TO THE PROPOSED WASTEWATER CHARGES

The City of Livermore (City) Municipal Code imposes on wastewater service customers, the requirement to pay wastewater service charges to cover the City's costs of providing wastewater services.

The City is working with NBS Government Finance Group ("NBS") to develop a wastewater rate study that includes a comprehensive cost of services review and analysis of the City's wastewater rates and a new rate structure that is compliant with all legal requirements, including Article XIII-D, Section 6 of the California Constitution ("Proposition 218").

NBS will finalize the draft 2025 Wastewater Cost of Service Study ("Rate Study"), that sets forth proposed wastewater service charges that do not exceed the City's cost to provide wastewater service and proportionally allocates those costs to the City's wastewater service customers, in compliance with Proposition 218.

Pursuant to the provisions of Proposition 218, prior to extending, imposing or increasing wastewater service charges, property owners shall be provided mailed, written notice ("Proposition 218 notice") at least 45 days prior to the public hearing to consider such modifications to the wastewater service charges together with an explanation of:

- The amount of the proposed service charges; and
- The basis on which the rates or charges are calculated; and
- The reason for the rate modifications; and
- The date, time and place of a public hearing to consider the rate modifications.

Pursuant to AB 2257(2024), the City is following the procedures in Government Code section 53759.1, such that any person who wishes to object to these proposed wastewater service charges must bring an objection regarding the proposed charges to the City Council's attention prior to the deadline established by the Council as part of the rate making process, and any judicial action or proceeding to review, invalidate, challenge, set aside, rescind, void, or annul the wastewater service charges will be subject to the requirements set forth in Government Code section 53759.2.

To comply with the requirements in Government Code section 53759.1, the City must do the following as part of the Proposition 218 process to consider the wastewater service charges:

1) Establish a deadline for any ratepayer or property owner to submit an objection to the proposed wastewater service charges that is at least 45 days after the Proposition 218 notice has been sent; and
2) Make the proposed wastewater service charges and the wastewater rate study available to the public no less than 45 days before the deadline for a ratepayer or property owner to submit an objection; and
3) Post on the City internet website the Rate Study, which is a written basis for the proposed wastewater service charges, and the Proposition 218 notice, and include a link to the Rate Study in the Proposition 218 notice; and
4) Mail the Rate Study to a rate payer or property owner on request; and
5) Provide at least 45 days for a rate payer or property owner to review the proposed wastewater services charges and to timely submit to the City Clerk a written objection to the wastewater service charges that specifies the grounds for alleging noncompliance with the law; and
6) Prominently display the following information in the Proposition 218 notice:
    a. A statement that all written objections must be submitted to the City Clerk by the deadline and that failure to timely object in writing bars any right to challenge the proposed wastewater service charges in court and that any such action will be limited to issues identified in such objections; and
    b. All substantive and procedural requirements for submitting an objection to the proposed wastewater service charges; and
7) Before or during the hearing, the City Council shall consider, and the City shall respond in writing to, any timely written objections. The City's responses shall explain the substantive basis for retaining or altering the proposed wastewater service charges in response to the written objections, including any reasons to reject requested amendments. In exercising its legislative discretion, the Council shall determine whether:

    a. The written objections and the City's responses warrant clarifications to the proposed wastewater service charges.
    b. To reduce the proposed wastewater service charges.
    c. To further review the proposed wastewater service charges before determining whether clarification or reduction is needed; or
    d. To proceed with the hearing and absent a majority protest, adopt the charges.

If the City adopts the proposed wastewater service charges in compliance with the requirements of Government Code section 53759.1, no person may bring a judicial action or proceeding alleging that the wastewater service charges do not comply with the California Constitution or other applicable law, unless that person submitted to the City Clerk a timely, written objection to the wastewater service charges specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

In addition to submitting objections, Proposition 218 permits ratepayers and property owners to submit written protests to the proposed wastewater service charges up until the close of the public hearing on the proposed charges. While both ratepayers and property owners may submit protests, only one protest per parcel shall be counted.

After the close of the public hearing, the City Clerk shall tabulate all written protests, report on the number of valid, invalid, and duplicate protests received, and determine whether a majority protest exists, and if a majority protest does not exist, the City Council may adopt the proposed wastewater service charges.

The City desires to initiate proceedings under Proposition 218 and, in compliance with Government Code section 53759.1, to consider the adoption of the wastewater service charges.

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

1. The above recitals are correct and are material to this Resolution and are incorporated into this Resolution as findings of the City Council.

2. The Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines. The Resolution is not a project under Public Resources Code Section 21065 and CEQA.

3. The City shall initiate the process for the City Council to consider the proposed wastewater service charges in compliance with Proposition 218 and Government Code section 53759.1.

4. The City shall send a Proposition 218 Public Hearing Notice in substantially the form as depicted in the attached Exhibit A of this Resolution and incorporated by this reference, no later than March 28, 2025.

5. All objections to the proposed wastewater charges must satisfy the requirements set forth in the Proposition 218 notice and to be timely must be received by the City by May 12, 2025.

6. The City Council shall post the Rate Study and the Proposition 218 notice to its website and shall include a link to the Rate Study in the Proposition 218 notice. The City shall mail the Rate Study to any person upon request.

7. Before or during the hearing, the City Council shall consider, and the City shall respond in writing to, any timely written objection, in accordance with Government Code section 53759.1.

8. If, after reviewing all objections and the City's responses thereto, the City Council decides to proceed with the hearing, after the close of the public hearing the City

Clerk shall tabulate all valid, invalid, and duplicate protests, and report whether a majority protest was received, and if a majority protest was not received, the Council may adopt the proposed wastewater service charges.

9. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

10. Effective Date: This Resolution shall take effect immediately.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Proposition 218 Public Hearing Notice Form

LIVERMORE
CALIFORNIA

PROPOSITION 218 PUBLIC HEARING NOTICE
PROPOSED UPDATE TO WASTEWATER SERVICE CHARGES

SAMPLE FORM

NOTICE IS HEREBY GIVEN

On June 9, 2025, at or after 7:00 p.m. at the Civic Center Meeting Hall, City Council Chambers. 1016 S. Livermore Avenue, Livermore, California, a Public Hearing will be conducted by the City Council of the City of Livermore at which time and place all persons may attend and be heard upon the proposed updated wastewater service charges. If the proposed charges are adopted, they will go into effect July 1, 2025.

The purpose of this notice is set forth the proposed, updated wastewater service charges and to notify you of the public hearing. At the public hearing, the City Council will consider all written objections, consider written and verbal comments, tabulate written protests, and if a majority protest is not received, consider adopting the updated wastewater service charges. The procedures for submitting a written objection and/or a written protest are detailed in this notice.

Protests and Objections to the Proposed Charges

Property owners or customers of record subject to the proposed wastewater service charges may file a written protest and/or written objection to the proposed charges. Protests to the proposed charges may be submitted pursuant to section 6 of Article XII D of the California Constitution, and if protests are submitted by a majority of parcels receiving wastewater services, then the City Council cannot adopt the proposed charges. Objections may be submitted pursuant to Government Code section 53759.1, and any person that wishes to challenge the charges in a legal proceeding must file an objection, which complies with the requirements detailed below. While the same person or entity may submit both a protest and an objection, to be valid, protests and objections must be submitted separately, as clearly labeled, distinct documents.

Requirements for a Valid Written Protest

1. Must be in writing.
2. Must include a statement that it is a protest against the proposed change in wastewater charges.
3. Must provide the name of the record owner or customer of record submitting the protest.
4. Must identify the affected parcel by assessor's parcel number or service address associated with the person filing the protest.

5. Must include the original signature of the record owner or customer of record submitting the protest.

Protests will not be counted if any of the required elements of a written protest are omitted. Written protests must be received at the address below by 5:00 p.m. on June 9, 2025, if mailed or submitted in person prior to the public hearing. Written protests may also be hand delivered to the City Clerk at the City Council meeting on June 9, 2025, up until the close of the public input portion of the public hearing on the matter.

ATTN: City Clerk (Wastewater Service Charge Protest)
1052 S. Livermore Avenue
Livermore, CA 94550

If prior to the close of the public input portion of the public hearing, written protests are presented by a majority of parcels that receive wastewater services, the City Council will not increase the wastewater service charges from their existing level. Only one written protest per parcel will be counted in calculating a majority protest.

Requirements for a Valid Objection

1. Must include a clear statement that is an objection to the proposed wastewater service charges.
2. Must be filed separately from protests.
3. Must include the name of the record owner or customer of record and the assessor's parcel number or service address associated with the objector's parcel that is subject to the proposed wastewater service charges.
4. Must include the specific subsections of the California Constitution Article XIII D, section 6(b) or any other applicable law that the objector believes would be violated by the approval of the proposed wastewater service charges.
5. Must include a detailed explanation, with references to the Wastewater Rate Study, legal authority, and any additional data or evidence the objector chooses to present that will enable the City to understand the grounds for the objector's claim that the proposed wastewater service charges do not comply with Proposition 218 or any other applicable law.
    a. An objection may include expert analysis in support of the objection.
    b. If an objection includes expert analysis, the expert's contact information and statement of their qualifications must be included.
6. Must include the original signature of the objector.

To be valid, all written objections must include the information listed above and be received by the City Clerk by 5:00 p.m. on May 12, 2025, at the address below.

ATTN: City Clerk (Wastewater Service Charge Objection)
1052 S. Livermore Avenue
Livermore, CA 94550

SAMPLE FORM

Failure to timely object in writing bars any right to challenge the proposed wastewater service charges through a legal proceeding and any such action may be limited to issues identified in the challenger's objection.

If any of the requirements for a valid, written objection are not met, then the objection will be deemed invalid and will not be considered by the City. Objections must be submitted separately from protests and any written submission labeled as both a protest and an objection shall be deemed invalid.

Prior to the close of the public hearing, the City Council shall consider and respond in writing to any timely valid written objection. The City's response will explain the substantive basis for retaining or altering the proposed wastewater service charges in response to the written objection, and, if applicable, the grounds for not making any amendments in response to the objection.

The proposed wastewater service charges are subject to Government Code section 53759. You are hereby notified pursuant to Government Code section 53759 that any judicial action or proceeding to attack, review, set aside, void, validate, or annul the City Council's adoption of the proposed wastewater service charges must be commenced within 120 days of the effective date or the date of the final passage, adoption, or approval of the ordinance or resolution adopting the wastewater service charges, whichever is later.

Why is a Wastewater Service Charge Adjustment Proposed?

The Livermore Water Reclamation Plant was built in 1958, with the last major expansion completed over 25 years ago. The City plans to systematically replace and modernize pipelines and facilities as part of its Capital Improvement Plan. This plan has outlined over $100 million that will be invested in Livermore's wastewater system over the next five years. Notable projects include Primary and Secondary Treatment Improvements Phase 2, and SCADA Server and Network Upgrades.

In addition to planned capital improvements to the City's wastewater system and treatment processes, operating expenses are projected to grow by to 5% annually. The drivers of these increases include rising chemical pricing, electricity charges, the cost of materials for general preventative maintenance, and increased expenses to comply with regulatory changes.

How Were the Proposed Wastewater Charges Calculated?

A third-party consultant prepared a 2025 Wastewater Cost of Service Study to determine the total revenue necessary to ensure there will be adequate funding to complete Livermore's planned wastewater capital improvement projects, along with maintaining reserve funds, preparing for emerging regulatory requirements, and covering the cost of operation, maintenance, construction, and improvement of the facilities used for the collection, treatment, and disposal of wastewater. The Study then proportionately allocated the City's wastewater rate revenue requirements to each customer class. The rates

SAMPLE FORM

recommended by this study are the proposed wastewater charges set forth in this notice. To read the complete Cost of Service Study or learn more about upcoming capital improvement projects, visit **www.cityoflivermoreca.gov/wrd**. A copy of the study will be mailed upon request.

Proposed Wastewater Service Charges

The City Council will consider the following proposed wastewater service rate updates, set forth in the table below, at the City Council meeting on June 9, 2025.

PLACE HOLDER FOR PROPOSED WASTEWATER SERVICE CHARGES TABLE

IMPORTANT DATES

- May 12, 2025, Written Objections are due to the City Clerk
- June 9, 2025
  - Public Protests are due
  - Public Hearing held to determine in a majority protest exists and if not, Council will adopt the proposed rates.
- July 1, 2025, New rates implemented

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS IN CONNECTION WITH RATE HEARINGS CONDUCTED BY THE CITY OF LIVERMORE PURSUANT TO ARTICLE XIII D, SECTION 6 OF THE CALIFORNIA CONSTITUTION

Article XIIID, Section 6 of the California Constitution requires the City Council to consider written protests to certain proposed increases to utility charges.

This constitutional provision does not offer specific guidance as to who may submit protests, how written protests are to be submitted, or how the City is to tabulate protests.

Upon adoption of this resolution, any and all resolutions, or rules or regulations of this City in conflict with it, shall be repealed and shall have no further force or effect. This resolution supersedes all prior resolutions of the City to the extent that such resolutions established guidelines for the submission and tabulation of protests in connection with rate hearings conducted by the City pursuant to Article XIIID, Section 6 of the California Constitution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore as follows: When notice of a public hearing with respect to the adoption or increase of Wastewater, Water or Stormwater charges has been given by the City pursuant to Article XIIID, Section 6(a) of the California Constitution, the following shall apply:

SECTION 1: Definitions.
Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing
B. "Record customer" and "customer of record" mean the person or persons whose name or names appear on the City records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account
C. "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.
D. A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

SECTION 2: Notice Delivery.
Notice of proposed rates and public hearing shall be as follows:

A. The City shall give notice of proposed charges via U.S. mail to all record owners and customers of record served by the City
B. The City will post the notice of proposed charges and public hearing at its official posting sites.

SECTION 3: Protest Submittal.
A. Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:
    (i) Delivery to the City Clerk's Office at 1052 S. Livermore Avenue, Livermore, CA during published business hours
    (ii) Mail to City Clerk at1052 S. Livermore Avenue, Livermore, CA, or
    (iii) Personally submitting the protest at the public hearing.
B. Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not physically received at the City Clerk's office by 5:00 p.m. on the day of the public hearing or hand delivered to the City Clerk at the public hearing prior to the close of the public input portion of the public hearing shall not be counted.
C. Because an original signature is required, emailed, faxed and photocopied protests shall not be counted.
D. Although oral comments at the public hearing will not qualify as a formal protest, unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

SECTION 4: Protest Requirements.
A. A written protest must include:
    (i) A statement that it is a protest against the proposed charge that is the subject of the hearing.
    (ii) Name of the record owner or customer of record who is submitting the protest;
    (iii) Identification of assessor's parcel number, street address, or utility account number of the parcel with respect to which the protest is made;
    (iv) Original signature and legibly printed name of the record owner or customer of record who is submitting the protest.
B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "A." are omitted.

SECTION 5: Protest Withdrawal.
Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

SECTION 6: Multiple Record Owners or Customers of Record.
A. Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:
    (i) A parcel is owned by more than one record owner or more than one name appears on the City's records as the customer of record for a parcel, or
    (ii) A customer of record is not the record owner, or
    (iii) A parcel includes more than one record customer, or
    (iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.
B. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

SECTION 7: Transparency, Confidentiality, and Disclosure.
A. A. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will not be disclosable public records until tabulation begins following the public hearing.
B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law and will be maintained in City files for two years.

SECTION 8: City Clerk.
The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

A. The protest does not state its opposition to the proposed charges.
B. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.
C. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.
D. The protest does not identify a parcel served by the City that is subject to the proposed charge.
E. The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

F. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.
G. The protest was not received by the City Clerk by the deadlines set forth in Section 3.
H. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

SECTION 9: City Clerk's Decisions Final.
The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

SECTION 10: Majority Protest.
A. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.
B. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

SECTION 11: Tabulation of Protests.
At the conclusion of the public hearing, the City Clerk shall tabulate all protests received and shall report the result to the City Council. If the number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received but may instead deem them all valid without further examination.

SECTION 12: Report of Tabulation.
If at the conclusion of the public hearing, the City Clerk determines that he or she will require additional time to tabulate the protests, he or she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

SECTION 13: This resolution will become effective immediately upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that from the date of recordation of this Resolution, The guidelines and tabulation procedure will become effective immediately upon adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Public hearing adding Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and authorizing and directing actions related thereto.

RECOMMENDED ACTION

Staff recommends the City Council take the following actions in connection with the proposed addition of Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services):

1. Conduct the public hearing and consider written and oral protests; and
2. Adopt the resolution adding Assessor 's Parcel Number 904-0010-002-10 to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

SUMMARY

The City Council previously established City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) (CFD2021-1) under the Mello-Roos Community Facilities Act of 1982, as amended (Mello Roos Act), to finance a broad range of municipal services in the City. The City also established a future annexation area for CFD 2021-1 (Future Annexation Area); properties in the Future Annexation Area can annex into the CFD using a streamlined procedure.

The SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court, was conditioned to annex into the City limits and to participate in a maintenance district to finance the maintenance, operation, and replacement of an on-site trail and other services associated with the project. The developer, Overton Moore, is seeking to fulfill this obligation by requesting inclusion into the Future Annexation Area following formal annexation to City limits. Formal annexation to the City was approved in August of 2024 and the parcel can now be added to the CFD 2021-1 Future Annexation Area.

On January 27, 2025 the City Council adopted a resolution declaring the intention to add Assessor Parcel Number 904-0010-002-10 to the Future Annexation Area for CFD 2021-1 and calling a public hearing.

DISCUSSION

Development projects with new public trails, landscaping, or water quality and drainage infrastructure are required, through conditions of approval, to provide funding for the long-term maintenance and replacement of this infrastructure. This is typically done by forming a Community Facilities District (CFD). Forming a CFD is a time consuming and costly process requiring City Council approval at two meetings separated between 30 and 60 days. A more efficient and less costly process is to form a CFD with a future annexation area that includes the entire City. Development projects conditioned to provide maintenance funding can then annex into the CFD through a simple process with the unanimous consent of the annexing property owners.

Under the Mello-Roos Act, the parcels in the future annexation area for a CFD are not subject to the special tax levied in the CFD until they annex into the CFD. Properties in the Future Annexation Area may annex into the CFD if the owners execute a unanimous approval in which they agree to annex their parcel(s) into the CFD and vote in favor of the special tax, without any further public hearings or proceedings. By establishing a future annexation area for a CFD, the annexation of future development projects is streamlined by eliminating the need for multiple City Council meetings for each annexation proceeding.

On July 12, 2021, CFD 2021-1 was formed with a future annexation area that encompassed the entire boundary of the City at that time.

On March 25, 2024, the City Council approved Vesting Tentative Parcel Map 11219 for the SMP 40 parcel located just south of City limits at the end of Atlantis Court and Discovery Drive. The project was conditioned to annex into City limits and participate in a CFD to fund the maintenance of an on-site public trail. The developer, Overton Moore, is seeking to fulfill this obligation by requesting inclusion into the Future Annexation Area of CFD 2021-1 following formal annexation to City limits. Formal annexation to the City was approved in August of 2024 and the parcel can now be added to the CFD 2021-1 boundary.

On January 27, 2025 the City Council adopted a resolution declaring the intention to add Assessor Parcel Number 904-0010-002-10 to Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and calling a public hearing.

On March 10, 2025 the City Council will conduct the public hearing. The public hearing provides an opportunity for public inquiry into the addition of territory to the future annexation area. The proposed addition of the SMP 40 parcel to the Future Annexation Area must stop if written protests have been filed with the City Clerk by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the boundaries of CFD 2021-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the SMP 40 parcel, or (iii) owners of one-half or more of the area of land in CFD 2021-1, or (iv) the owner(s) of the SMP 40 parcel. At the conclusion of the public hearing, assuming there have not been sufficient protest to halt the proceeding, the City Council is asked to consider and adopt a resolution adding Assessor 's Parcel Number 904-0010-002-10 to the Future Annexation Area for CFD 2021-1.

Following the public hearing, the subject parcel that was added to the Future Annexation Area will now be able to annex into CFD 2021-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval). Under the Mello-Roos Act, this constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD 2021-1 on an annual basis and will budget for, and manage, the necessary maintenance, operation, replacement, and administration. All related expenditures will be paid by the special taxes levied in CFD 2021-1.

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. Annexation Area Map
2. Resolution

Prepared by: Debbie Salgado
Senior Civil Engineer

Approved by:

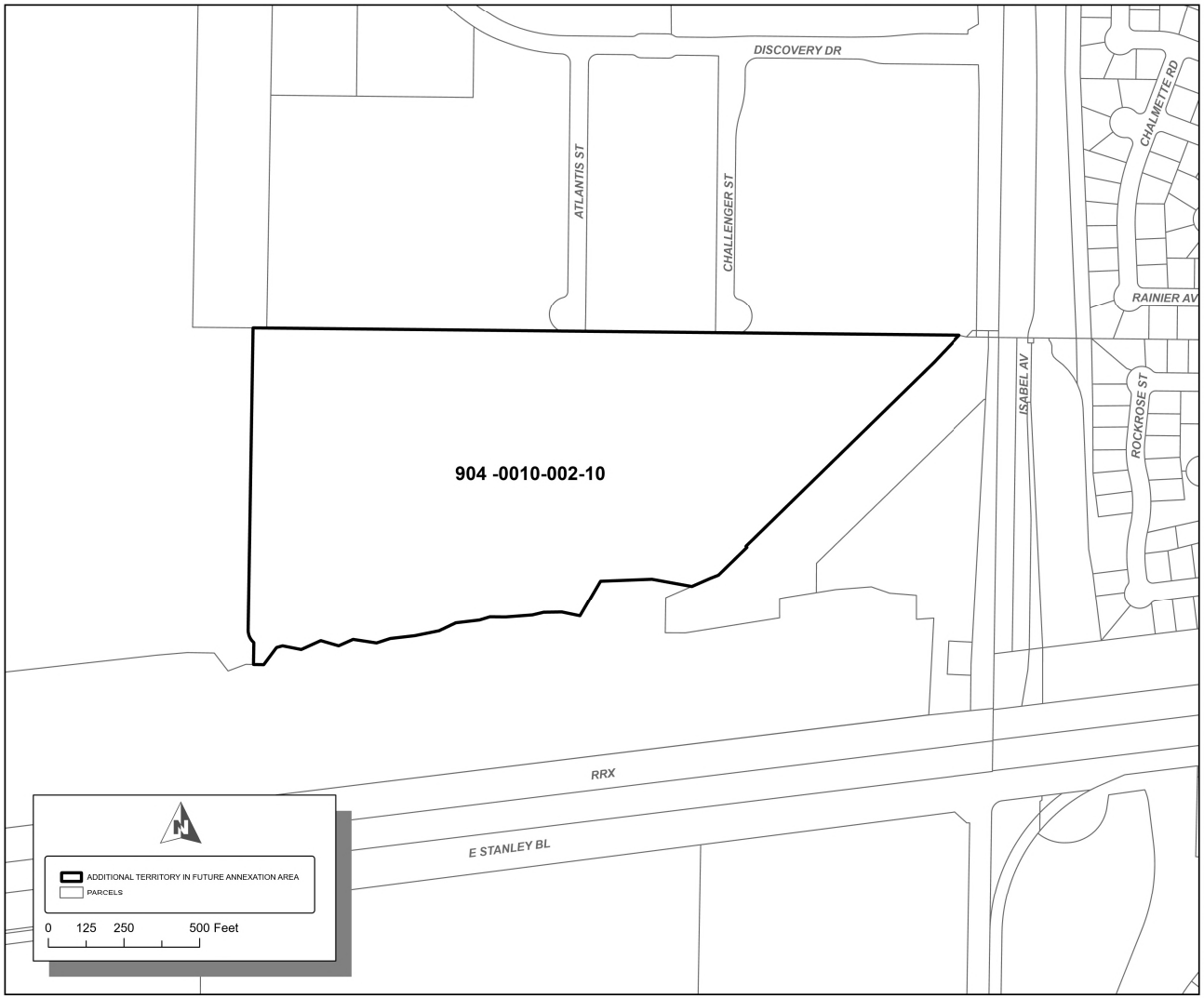
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

PROPOSED BOUNDARIES OF TERRITORY ADDED TO FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES)

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



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

_____
CITY CLERK
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP OF PROPOSED BOUNDARIES OF TERRITORY ADDED TO FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES), CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20___, BY ITS RESOLUTION NO. _____.

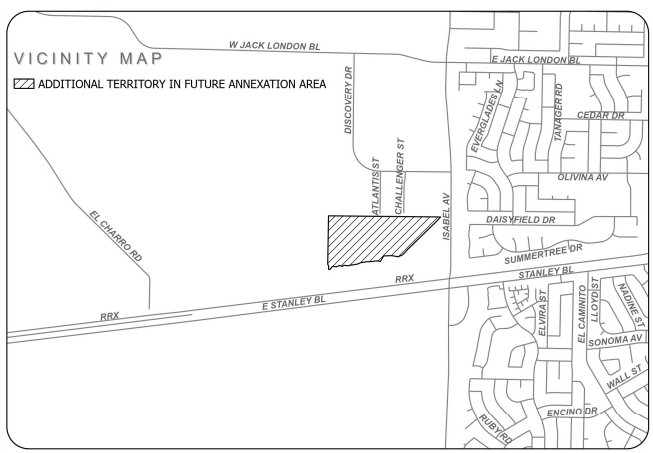
_____
CITY CLERK
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

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

_____
COUNTY RECORDER
COUNTY OF ALAMEDA, CALIFORNIA

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

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES), CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" FILED THE 7TH DAY OF JUNE 2021, IN BOOK 19 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGES 20-21 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WHICH THIS MAP AFFECTS.

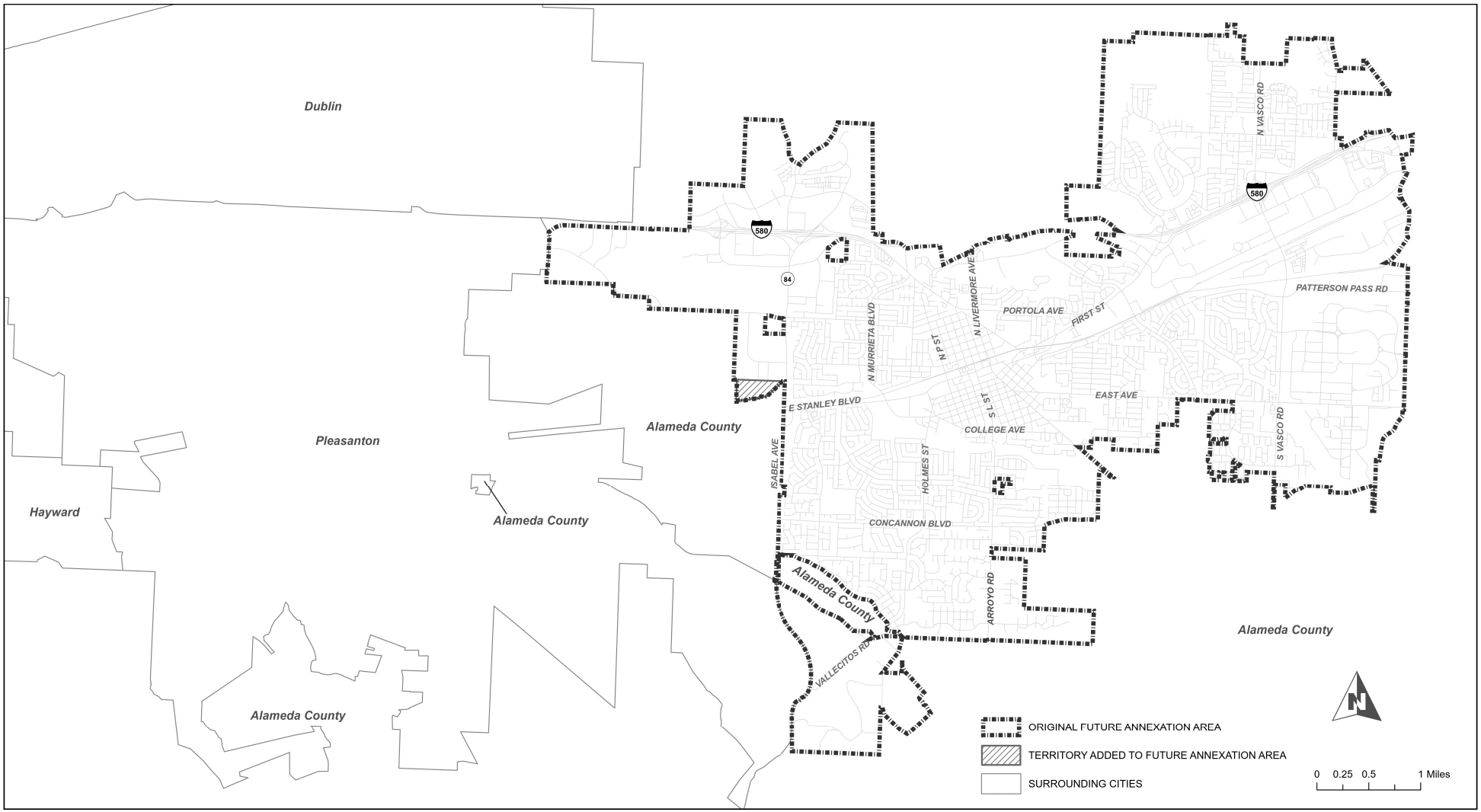


Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet

NBS

PROPOSED BOUNDARIES OF TERRITORY ADDED TO FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES)

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADDING ASSESSOR'S PARCEL NUMBER 904-0010-002-10 TO THE FUTURE ANNEXATION AREA FOR THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MAINTENANCE AND PUBLIC SERVICES), AND AUTHORIZING AND DIRECTING ACTIONS RELATED THERETO

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

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

On May 25, 2021, this Council adopted its Resolution 2021-077, entitled "A Resolution Declaring the Intention to Establish a Community Facilities District, and Authorizing and Directing Actions Related Thereto" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services)" (the "CFD") and a future annexation area (the "Future Annexation Area") pursuant to the Act to finance certain municipal services (the "Services) as provided in the Act.

Pursuant to notice as specified in the Act, and as part of the Proceedings, the Council held a public hearing under the Act on July 12, 2021, relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held.

Upon the conclusion of the hearing on July 12, 2021, this Council adopted its Resolution No. 2021-129, entitled "A Resolution Forming a Community Facilities District and a Future Annexation Area, and Authorizing and Directing Actions Related Thereto" (the "Resolution of Formation), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively.

On July 12, 2021, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

On January 27, 2025, this Council adopted its Resolution No. 2025-009, entitled "A Resolution Declaring the Intention to Add Assessor's Parcel Number 904-0010-002-10 to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services), and Authorizing and Directing Actions Related Thereto" (the "Subject Property Resolution of Intention"), pursuant to which this Council determined that it is in the public convenience and necessity to undertake proceedings to provide for the future annexation of a parcel identified as Assessor's Parcel Number 904-0010-002-10 (the "Subject Property") to the CFD by adding the Subject Property to the Future Annexation Area pursuant to the Act.

The Subject Property Resolution of Intention, incorporating a map of the boundaries of the Subject Property, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein.

On this date, this Council held a noticed public hearing as required by the Act and the Subject Property Resolution of Intention relative to the proposed addition of the Subject Property to the Future Annexation Area.

At the hearing all interested persons desiring to be heard on all matters pertaining to the addition of the Subject Property to the Future Annexation Area were heard and a full and fair hearing was held.

Written protests have not been filed with the City Clerk against the proposed addition of the Subject Property to the Future Annexation Area to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the boundaries of the CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Subject Property, (iii) owners of one-half or more of the area of land in the CFD or (iv) the owner(s) of the Subject Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. **No Majority Protest**. The proposed addition of the Subject Property to the Future Annexation Area has not been precluded by majority protest pursuant to Section 53339.6 of the Act.

Section 3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the proposed addition of the Subject Property to the Future Annexation Area have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

Section 4. Addition of the Subject Property to the Future Annexation Area. The Subject Property is hereby added to the Future Annexation Area pursuant to the Act.

Section 5. Boundaries of Subject Property and the Future Annexation Area. The boundaries of the Subject Property and the revised boundaries of the Future Annexation Area, as set forth in the map heretofore recorded in the Alameda County Recorder's Office on February 5, 2025, at 9:08 a.m., in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 59-60, as Document No. 2025015974 are hereby approved.

Section 6. Description of Services. The type of services to be financed by the CFD and the Future Annexation Area, including the Subject Property, pursuant to the Act shall consist of those listed in Exhibit A to the Resolution of Formation and hereby incorporated herein (the "Services"). The City intends to provide the Services on an equal basis in the original territory of the CFD and, as parcels in the Future Annexation Area (including the Subject Property) are annexed to the CFD, to those annexed parcels.

Section 7. Special Tax. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD were shown in Exhibit B attached to the Resolution of Formation and are hereby incorporated herein.

Territory in the Future Annexation Area (including the Subject Property) will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this City Council. As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the existing CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD.

Section 8. Effective Date. This resolution shall take effect upon its adoption by this Council.

On the motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 10, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: March 10, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

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

6.1	Public hearing adding Assessor's Parcel Number 904-0010-002-10 (SMP 40 project, located at the southern end of Discovery Drive and Atlantis Court) to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) and authorizing and directing actions related thereto. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Community Facilities District No. 2021-1 Maintenance and Public Services

Expansion of Annexation Area

March 10, 2025

Presented by Debbie Salgado, Senior Civil Engineer

CITY OF LIVERMORE

1

BACKGROUND

- Community Facilities Districts (CFD) provide a funding mechanism for infrastructure or maintenance and may be used for either residential or commercial projects.
- Property owners within the district are assessed annually to provide this funding.
- Formation typically takes 3 City Council meetings that include a public hearing.

CITY OF LIVERMORE

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CFD 2021-1

- CFD No. 2021-1 was formed in July of 2021 to provide a funding mechanism for new development projects to maintain public amenities and infrastructure
- The CFD was formed with a streamlined process to annex a new projects into the district. The new process only takes one City Council meeting
- The CFD was formed with a boundary that coincided with the entire City limits at that time
- Boundary changes to the CFD require a public hearing to be followed by an annexation as a consent item at a future Council meeting

CITY OF LIVERMORE CALIFORNIA

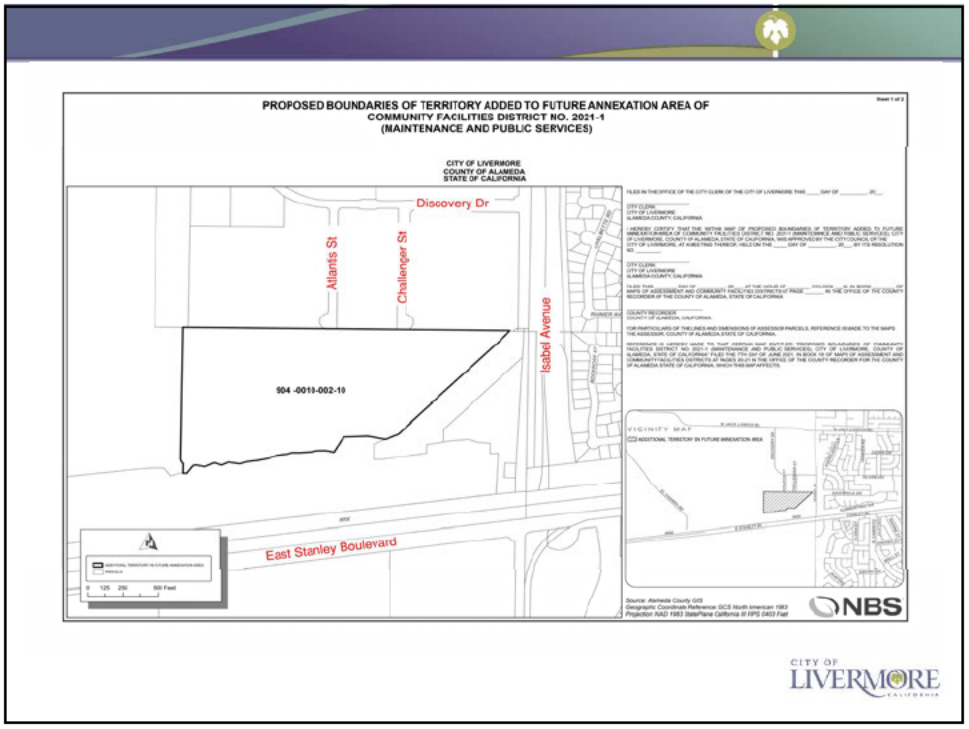
3

SMP 40

- The SMP 40 industrial project was approved in March 2024
- SMP 40 annexed into the City limits in August 2024
- Conditioned to annex into CFD 2021-1 to maintain a public trail
- SMP 40 can now be added to the Future CFD Annexation Area
- SMP 40 will be annexed into the CFD at a future date

CITY OF LIVERMORE CALIFORNIA

4



5

Staff recommends the City Council:

1. Conduct the public hearing
2. Consider written and oral protests
3. Adopt the resolution adding Assessor 's Parcel Number 904-0010-002-10 to the Future Annexation Area for the City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

CITY OF LIVERMORE

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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	2/26/2025	Livermore Valley Chamber of Commerce	Board meeting	Approved financials and provided an update of City activities.
Mayor Marchand	2/26/2025	Tri-Valley Cities Council	Meeting	Received legislative updates from League of California Cities and Townsend and Associates
Mayor Marchand	2/27/2025	Alameda County Transportation Commission	Commission Meeting	Received the legislative update and approved FY 2025-26 Transportation Fund for Clean Air Expenditure Plan
Mayor Marchand	3/1/2025	Hindu Community and Cultural Center	Grant award presentation	Participated in the Award of Grants and recognized the 25th year of the program.
Mayor Marchand	3/2/2025	Livermore Downtown, Inc.	Half Marathon	Welcomed the over 3,000 runners from over 30 states, the UK and Germany. It is recognized as one of the most beautiful courses in the Bay Area.
Mayor Marchand	3/3/2025	City Council	Special meeting of the City Council, Planning Commission interviews	Selected two new Planning Commissioners, Nadine Horner and Charity Steele.
Mayor Marchand	3/5/2025	Chamber of Commerce Business Alliance	Zoom meeting	Provided a City update and heard a presentation from LVJUSD Superintendent Dr. Gibson.
Mayor Marchand	3/6/2025	Bay East Association of Realtors	Real Estate summit	State of Real Estate and a conversation about emergency response.
Mayor Marchand	3/6/2025	City of Livermore	Key to the City	I provided a talk on the history of Livermore.
Mayor Marchand	3/7/2025	San Joaquin Regional Rail Commission	Commission meeting	Approved auditor's Report, the ACE Fair Program and heard updates on special event trains and the operating budget.
Mayor Marchand	3/8/2025	City of Livermore	Exhibit	Attended the reception for the Future is Now Art Exhibit and the Civic Center Library
Mayor Marchand	3/8/2025	Scouts of America	Eagle Scout Courts of Honor for Calen Casto and Joshua Hydrick	Presented Certificates of Recognition
Mayor Marchand	3/10/2025	Alameda County Transportation Commission Planning, Policy and Legislative Committee	Committee meeting	Received legislative update and approved paratransit resolution.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	2/26/2025	Tri-Valley Cities	Tri-Valley Cities Meeting
Vice Mayor Branning	2/27/2025	League of California Cities	East Bay Division Meeting with State
Vice Mayor Branning	2/28/2025	Shakespeare & Performing Arts Regional	Trivia Night Fundraiser
Vice Mayor Branning	3/3/2025	Livermore Amador Valley Transit Authority	Board of Director's meeting
Vice Mayor Branning	3/4/2025	City of Livermore	Coffee with the Attorney's Office.
Vice Mayor Branning	3/6/2025	Bay East Association of Realtors	Bay East Summit
Vice Mayor Branning	3/7/2025	Livermore Amador Valley Water Management	Interview regarding waste water recycling

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 Dunbar	3/3/2025	City of Livermore	Reading	Recognizing Dr. Seuss's birthday and Read Across America Week, I read to classes at Altamont Creek School

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 Wang	2/25/2025	Livermore Amador Valley Transit Authority (LAVTA)	Finance and Administration meeting	Received the treasurer's report; voted to forward the operations and maintenance contract for MV transportation to the LAVTA Board for approval
Council Member Wang	2/26/2025	Tri-Valley Cities Councils	Quarterly dinner meeting	Received federal and state legislative updates
Council Member Wang	2/26/2025	StopWaste	Monthly Board meeting	The agency received a Dept. of Energy grant to transition school districts from single-use to reusable foodware; overview Bay Area Regional Energy Network (BayREN)
Council Member Wang	2/27/2025	League of California Cities	Annual East Bay cities dinner and meeting	Received updates from four local state legislators, including our Asm. Rebecca Bauer-Kahan
Council Member Wang	2/28/2025	Assemblymember Rebecca Bauer-Kahan	Virtual meeting	Provided legislative updates; she will hold a town hall in Pleasanton in April
Council Member Wang	2/28/2025	SPARC Theater	Trivia night fundraiser	Team Brown Act with with other electeds and staff
Council Member Wang	3/1/2025	Livermore Public Library	AI, robotics, and engineering event	Terrific presentations by LLNL, Quest Science, and others; great community turnout
Council Member Wang	3/3/2025	Livermore Amador Valley Transit Authority (LAVTA)	Monthly Board meeting	Voted to award the operations and maintenance contract to MV Transportation; Vice Mayor Branning and I had to leave the meeting after that for the Planning Commission interviews
Council Member Wang	3/3/2025	Livermore Planning Commission	Interviews for two vacant seats	Interviewed seven community members; selected Charity Steele and Nadine Horner
Council Member Wang	3/6/2025	Bay East Association of Realtors	Real estate summit	Received update on the local real estate market; discussion with Altadena resident and realtor on the Eaton Fire; roundtable discussion with local mayors and councilmembers
Council Member Wang	3/6/2025	Livermore Climate Action Team	Monthly meeting	Discussed various climate projects
Council Member Wang	3/7/2025	Tri-Cities Caucus	Virtual meeting on federal policy	Presentation and discussion on federal policy with new Administration
Council Member Wang	3/9/2025	Boa Ventura de Caires Winery	Wine release party	Well-attended event