LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, DECEMBER 8, 2025

REGULAR MEETING – 7:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
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

3.1 Livermore Valley Arts annual update presented by Chris Carter, CEO for Livermore Valley Arts.

Recommendation:
Staff recommends the City Council receive the Livermore Valley Arts annual update.

Staff Report

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar.

6.1 Approval of draft minutes - November 24, 2025 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2025-11-24

6.2 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Stream Maintenance by Contractors Project SD202523.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Stream Maintenance by Contractors Project SD202523.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

6.3 Resolution accepting the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Livermore Valley Arts 2024-2025 Annual Report

6.4 Resolution authorizing execution of a second amendment to the agreement with DC Electric Group, Inc., for on-call electrical design, analysis, and modification services, increasing the not-to-exceed amount from $200,000 to $800,000 and extending the termination date from December 31, 2026, to December 31, 2030.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with DC Electric Group, Inc., for on-call electrical design, analysis, and modification services, increasing the not-to-exceed contract amount from $200,000 to $800,000 and extending the termination date from December 31, 2026, to December 31, 2030.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Second Amendment

6.5 Resolution adopting a pre-qualification process for contractors in substantial conformance with

Public Contract Code § 20101 et. seq., authorizing the City Engineer to determine suitable projects for the Contractor Request for Qualifications process, and which contractors qualify based on the evaluation process, and authorizing the City Engineer to approve future revisions to the Contractor Request for Qualifications Questionnaire and related pre-qualification process documents.

Recommendation:
Staff recommends the City Council adopt a resolution taking the following actions:

1. Adopt a pre-qualification process for contractors that is in substantial conformance with the Public Contract Code § 20101 et. seq.;
2. Authorize the City Engineer to determine which projects are suitable for the contractor Request for Qualifications (RFQ) process and which contractors qualify based on the evaluation process; and
3. Authorize the City Engineer to approve future revisions to the Contractor RFQ and related pre-qualification process documents in accordance with Public Contract Code § 20101, as necessary and appropriate to carry out the purpose and intent of the pre-qualification process.

Staff Report
Attachments:
1. Resolution

6.6 Resolution amending Resolution No. 94-55 of the City of Livermore Personnel Rules and Regulations to modify conditions for reinstatement to City service under section 8.08.

Recommendation:
Staff recommends the City Council adopt a resolution amending Resolution No. 94-55 of the City of Livermore Personnel Rules and Regulations, Section 8.08, to modify the conditions regarding employee eligibility for reinstatement to City service.

Staff Report
Attachments:
1. Redlined Section 8.08 of the Personnel Rules and Regulations
2. Resolution

6.7 Resolution authorizing the execution of a purchase order with Armature Systems for hardware, support, and licensing in the amount of $571,965 to upgrade and refresh the City of Livermore's (City) primary production network infrastructure.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing a purchase order with Armature Systems for hardware, support and licensing in the amount of $571,965 to upgrade and refresh the City's primary production network infrastructure.

Staff Report
Attachments:
1. Armature Quote
2. Resolution

6.8 Resolution authorizing the execution of a second amendment to the agreement with PlaceWorks Inc. for the General Plan Update to adjust the scope of work, increase the not-to-exceed amount from $3,026,000 to $3,272,000, and extend the term to March 31, 2027.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with PlaceWorks, Inc. to update the Livermore General Plan. The second amendment:

1. Adjusts the scope of work to integrate additional programs and technical analysis related to the General Plan;
2. Modifies the agreement not-to-exceed amount from $3,026,000 to $3,272,000; and
3. Extends the term of the agreement to March 31, 2027.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Second Amendment

6.9 Resolution accepting annual special tax and bond accountability reports for Fiscal Year 2024-25 Community Facilities Districts No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

Recommendation:
Staff recommends the City Council adopt a resolution accepting annual special tax and bond accountability reports for Fiscal Year 2024-25 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

Staff Report
Attachments:
1. Resolution
2. Exhibit A - CFD 99-1 Tri-Valley
3. Exhibit B - CFD 2009-1 El Charro
4. Exhibit C - CFD 2012-1 El Charro
5. Exhibit D - CFD 2015-1 Brisa
6. Exhibit E - CFD 2016-1 Sage
7. Exhibit F - CFD 2016-2 Shea Properties
8. Exhibit G - CFD 2018-1 Auburn Grove
9. Exhibit H - CFD 2021-1 Maintenance and Public Services

6.10 Resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2025, and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2024-25.

Recommendation:

Staff recommends the City Council adopt a resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2025 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2024-25.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City of Livermore AB1600 report FY 2024-25

6.11 Resolution authorizing signing of an Estoppel Certificate and Agreement, Leasehold Addendum for Leasehold Financing, and Sub-Leasehold Addendum for financing for Five Rivers LLC, Fremont Bank, and other authorized lenders as applicable.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Estoppel Certificate and Agreement, Leasehold Addendum for Leasehold Financing, and Sub-Leasehold Addendum for Financing, with Five Rivers Aviation, LLC, Fremont Bank, and any other lenders for Small Business Association Loan TMC to restructure current financing and secure more favorable financing terms.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Estoppel Certificate and Agreement
3. Exhibit B - Leasehold Addendum Agreement
4. Exhibit C - Subleasehold Addendum

7. PUBLIC HEARINGS - NONE

8. MATTERS FOR CONSIDERATION

8.1 Appointment of Vice Mayor for the period of 2025-2026.

Recommendation:
Staff recommends the City Council appoint a Vice Mayor for the period of 2025-2026.

Staff Report

8.2 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1, 2026 - June 30, 2026.

Recommendation:
Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of January 1, 2026 - June 30, 2026, with the City Council's approval.

Staff Report

8.3 Council Members Appointments to Intergovernmental Agencies.

Recommendation:
Staff recommends the Mayor appoint Council Members to Intergovernmental Agencies, with the City Council's approval.

Staff Report
Attachments:
1. Intergovernmental Agency Appointments as of September 29, 2025

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

10. ADJOURNMENT

To a Regular City Council meeting on Monday, January 12, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

12. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

Other Agenda Items are also open for public input including Advisory Body Appointments,

Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

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

Platforms to Participate in Meetings:

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

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

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

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

TV29: tv29live.org Comcast Cable 29
YouTube: http://youtube.com/c/CityofLivermoreCalifornia

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Livermore Valley Arts annual update presented by Chris Carter, CEO for Livermore Valley Arts.

RECOMMENDED ACTION

Staff recommends the City Council receive the Livermore Valley Arts annual update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

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

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-11-24

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
NOVEMBER 24, 2025

REGULAR MEETING

1. CLOSED SESSION - NONE

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

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

Absent: Vice Mayor Evan Branning, excused.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Beautification Committee annual update presented by Chair Tom Bradley.

Chair Tom Bradley gave a brief presentation.

3.2 Presentation of the 2025 Beautification Awards.

Chair Tom Bradley presented the 2025 Beautification Awards.

3.3 Livermore Valley Wine Heritage District annual update presented by Brandi Lombardi, Executive Director, Livermore Valley Winegrowers Association.

Brandi Lombardi, Executive Director, gave a brief presentation.

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Donna Cabanne provided a comment.

Shirley Lewandowski provided a comment.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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 3-0 VOTE, WITH COUNCIL MEMBER BARRIENTOS ABSTAINING DUE TO HIS INELIGIBILITY TO VOTE DUE TO ABSENCE ON NOVEMBER 10, 2025, AND VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 6.1.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BARRIENTOS, AND CARRIED ON A 4-0 VOTE, WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 6.1.

6.1 Approval of draft minutes - November 10, 2025, Regular Meeting.

6.2 Resolution 2025-182 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Springtown Water Service Replacements Project WT202314.

6.3 Resolution 2025-183 and **Resolution 2025-184** authorizing the execution of a first amendment to the agreements with Independent Code Consultants, Inc. and 4LEAF, Inc. for on-call plan review, inspection, and permit technician services. The amendments increase the not-to-exceed amount for Independent Code Consultants, Inc. from $460,000 to $1,360,000, and for 4LEAF, Inc. from $460,000 to $960,000, while maintaining the existing five-year term, which remains unchanged and will terminate on June 30, 2029.

6.4 Resolution 2025-185 determining that APN 905-0009-013-03, the location of the Casino 580 Parking Lot Expansion project south of North Canyons Parkway and west of Airway Boulevard, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

6.5 Resolution 2025-186 establishing the Annual Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for the City's Affordable Housing Programs.

6.6 Resolution 2025-187 awarding and authorizing the execution of an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co. to reduce and

replace non-functional turf in an amount not-to-exceed $320,000 for a one-year term ending November 30, 2026.

6.7 Resolution 2025-188 authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for one replacement Ford Super Duty F550 Truck with Scelzi Crane Body in an amount not-to-exceed $262,663.

6.8 Resolution 2025-189 accepting the Livermore Downtown Inc Annual Report for Fiscal Year 2024-25 and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for Fiscal Year 2025-2026.

6.9 Resolution 2025-190 accepting the Livermore Valley Wine Heritage District 2024-2025 Annual Report.

7. PUBLIC HEARINGS

7.1 THIS ITEM WAS CONTINUED FROM THE OCTOBER 27, 2025, CITY COUNCIL MEETING Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development located at 3541 East Avenue.

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

1. Adopt a resolution finding the project is Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA) per Section 15332, In-Fill Projects, and Direct the Planning Manager to file a Notice of Exemption in accordance with the provisions of CEQA, subject to project approval;
2. Adopt a resolution approving Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001 for the development located at 3541 East Avenue; and
3. Introduce an ordinance and waive the first reading, authorizing Planned Development (PD) 25-001.

Sukhamrit Purewal, Associate Planner, presented the staff report.

Dr. Francois “Frank” Abboud, Project Applicant, made brief comments.

Terry Townsend, Project Architect, made brief comments.

Mayor Marchand opened the public hearing.

Mary Perner provided a comment.

Marlise provided a comment.

Alan Marling provided a comment.

Staci Kane provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 4-0 VOTE, WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2025-191 finding the Abboud Townhomes Project is exempt under the provisions of the California Environmental Quality Act (CEQA) guidelines section 15332 (In-fill Development Projects).

Resolution 2025-192 approving subdivision (SUB) 20-004 and site plan design review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development located at 3541 East Avenue.

Ordinance introduced adopting planned development (PD) 25-001.

8. MATTERS FOR CONSIDERATION - NONE

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

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

Livermore Valley Chamber of Commerce Council Member Dunbar noted his attendance at the November 19, 2025 meeting.

9. ADJOURNMENT – at 8:31 pm to a Regular City Council Meeting on Monday, December 8, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Stream Maintenance by Contractors Project SD202523.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Stream Maintenance by Contractors Project SD202523.

DECISION TYPE

Administrative

SUMMARY

On July 14, 2025, City Council authorized the City Manager to award a construction contract in an amount not-to-exceed $1,200,000 for the Stream Maintenance by Contractors Project SD202523. Subsequently, after bids were received and evaluated, the City Manager awarded a $606,970 construction contract for the project to the lowest responsible and responsive bidder, GradeTech, Inc. The contract was substantially completed on October 6, 2025, and reached final completion on October 20, 2025. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Stream Maintenance by Contractors Project SD202523 consisted of two parts: riprap placement and sediment and debris removal. Riprap placement involved excavation of native material and installation of ½ ton riprap with filter fabric at the north downstream bank of the Arroyo Mocho west of Holmes Street to provide embankment protection. Additionally, sediment and debris were removed from the Arroyo Mocho at Holmes Street and off hauled offsite to restore the stormwater channel capacity. Repairing the Holmes Street site restored creek flows and safety of the community before the next winter storms to reduce the

risk of flooding. Attachment 1 shows the site location.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $606,970. The final contract amount including change orders was $490,671. The total deduction of change orders was $116,299. This consisted of deducting approximately 841 tons of Riprap and 648 linear feet of fence. In addition, dewatering was not implemented and was deducted as well. The Stream Maintenance by Contractors Project SD202523 is funded with CIP Reserves - Storm in the 2025-30 Capital Improvement Plan. The budget covers the cost of this construction contract and all other project costs including design, change orders, permits, construction support services, and project management. No additional appropriations are required. This stream maintenance project will not increase operations and maintenance costs.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

Prepared by: Jorge Andrade
Assistant Engineering Technician

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Project Location - Stream Maintenance by Contractors, SD202523



Notes:

Stream Maintenance by Contractors, Project No. SD202523

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:
6/10/2025 2:37:06 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION

(STREAM MAINTENANCE BY CONTRATORS PROJECT SD202523)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Stream Maintenance by Contractors Project SD202523 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

1. The faithful performance bond guaranteeing the Project is hereby released;

2. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given;

3. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;

4. The City hereby accepts the improvements; and

5. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A, and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 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 – Notice of Completion

NOTICE OF COMPLETION

City's Project No. SD202523 Date: December 9, 2025

Project: Stream Maintenance by Contractors

Contractor: GradeTech, Inc.

Contract For Construction of: Stream Maintenance by Contractors

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. SD202523

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: July 14, 2025

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 10/6/25. The project reached Final Completion on 10/20/25 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

GradeTech, Inc.
Contractor

By _____
Sam Rivinius, President

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 12/9/25. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore's Sublease and Operating Agreement with the Livermore Valley Performing Arts Center (known as Livermore Valley Arts) requires an annual report. Staff recommends the City Council adopt a resolution to accept the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

DISCUSSION

In 2014, fee title ownership of the Bankhead Theater was transferred to the City of Livermore, and the City Council authorized a Sublease and Operating Agreement (Agreement) with the Livermore Valley Performing Arts Center (known as Livermore Valley Arts), via Resolution 2014-162. The Agreement establishes the terms and conditions for which Livermore Valley Arts may lease the Bankhead from the City and continue operating the Bankhead as a community theater. The Agreement includes additional requirements for Livermore Valley Arts designed to facilitate the organization's stability and financial sustainability, to inform the public through regular reporting, and to ensure operating criteria satisfying the community's expectation for a variety of high-quality performances and events.

Consistent with the requirements of the Agreement, the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025 is attached (Exhibit A) for the City Council's review. Staff recommends the City Council adopt a resolution to accept the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no administrative or fiscal impacts from receiving the annual report. The Livermore Valley Arts continue to sublease the Bankhead Theater from the City, consistent with all requirements of the Agreement.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

1: Further enhance Livermore's unique sense of place

ATTACHMENTS

1. Resolution
2. Exhibit A - Livermore Valley Arts 2024-2025 Annual Report

Prepared by: Theresa de la Vega
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 ACCEPTING THE LIVERMORE VALLEY ARTS ANNUAL REPORT FOR FISCAL YEAR 2024-2025

In 2014, fee title ownership of the Bankhead Theater was transferred to the City of Livermore.

The City Council subsequently authorized a Sublease and Operating Agreement (Agreement) with the Livermore Valley Performing Arts Center (known as Livermore Valley Arts), via Resolution 2014-162, which allows Livermore Valley Arts to lease the Bankhead Theater from the City for community theater purposes.

The terms and conditions of the Agreement require Livermore Valley Arts to provide the City with an annual report of its previous year's accomplishments and to describe the organization's goals for the upcoming year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby accepts Livermore Valley Arts Annual Report for Fiscal Year 2024-2025, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
City Attorney

Exhibit A- Livermore Valley Arts Annual Report for Fiscal Year 2024-2025

EXHIBIT A

LIVERMORE VALLEY *arts*



2024-2025 Annual Report

"Music gives a soul to the universe, wings to the mind, flight to the imagination and life to everything."

PLATO



Table of Contents

A MESSAGE FROM THE CEO	PAGE 3
BY THE NUMBERS	PAGE 4
ENGAGEMENT	PAGE 5
ENRICHMENT	PAGE 6
INSPIRATION	PAGE 7
FINANCIAL HIGHLIGHTS	PAGE 8
LIVERMORE VALLEY ARTS LEADERSHIP TEAM	PAGE 10
FIRST TIME BUYER INSIGHTS	PAGE 11





MISSION

Our mission is to offer a broad range of arts opportunities & experiences to engage, enrich, and inspire our diverse community.

Dear Friends,

Do you remember the first time you set foot in the Bankhead? What was the show? For me it was to see Leo Kottke, one of my favorite guitarists of all time. I've probably seen about 300 shows at the Bankhead since that moment, but I still remember the first.

This last year at Livermore Valley Arts, we made a strong overture to focus on the experience for our first-time visitors. They received special communications before and after the event, and a coupon for a discount at concessions. Those efforts paid off with a 40% increase in first-time patrons returning to the Bankhead for another within 12 months compared to last year.

If only every time could feel like the first time. Fortunately for all of us, as an arts organization that values creativity, we continue to give experiences that feel new. Hopefully you came to see our first immersive exhibit, *Cosmic Odyssey*, which we completely self-produced. Or maybe you saw Dustbowl Revival on the Bankhead Plaza with the liquid light show. Or maybe you saw some of the big stars who came to Livermore for the first time like John Cleese, American Authors and Stewart Copeland. Perhaps you thought you were going to see the Red Hot Chili Peppers for the first time at the Bankhead only to find out it was the Red Hot Chili Pipers, a bagpipe rock n' roll band, and you had a blast.

The great thing about art is that there is always something new, and at Livermore Valley Arts we will continue to do all we can to ensure that your experience will be as special as the first time. Thank you for supporting the Arts and allowing us to share it with our diverse community.

Chris Carter
Chief Executive Officer



BY THE NUMBERS

274,264
Active Website Users
15% annual growth

94,361
Patrons Served
7% annual growth

17,520
Attendees at the Cultural Celebrations
7% annual growth

13,885
Social Media Followers
15% annual growth

12,370
Volunteer Hours
15% annual growth

6,249
Students Served
45% annual growth

5,212
First Time Buyers

996
Member Households

96
Bankhead Presents Performances
20% annual growth

88
Resident Company Performances
125% annual growth

38
Visiting Company Performances

15
Sold-out Bankhead Presents Shows



Engaging the Tri-Valley

Livermore Valley Arts radiates belonging by bringing people together to share in the joy of the Arts. From school programs and artist workshops to community festivals and volunteer opportunities, everyone is invited to take part and feel at home in the Tri-Valley's creative community.

ENGAGING:

- **First Time Ticket Buyers** through a special welcoming message and a personal touch during and after their first experience at The Bankhead.
- **Arts and sciences** through the self-produced premiere, one-of-a-kind Cosmic Odyssey. We partnered with area scientists, artists, and astronauts to create an immersive installation on the Bankhead Stage.
- **Young people** through arts education with programs like art camps and classes, and student matinees for Ballet Folklórico Mexicano de Carlos Moreno, Yamato, and DLUX Puppets.
- **Cultural and heritage organizations** like Cheza Nami, Livermore Fil-Am, Livermore Pride, and Tri-Valley for Black Lives through the cultural celebration series, which brings many first time visitors to our venue and plaza.
- **Community partners** at the UNCLE Credit Union Art Gallery exhibitions like Quest Science Center, City of Livermore, Stanford University Theatre Department, and the City of Pleasanton and featured guest curator Pablo Villicaña Lara from Las Positas College, and the Tri-Valley Nonprofit Alliance.



Filipino Barrio Fiesta, October 2024

Enriching the Tri-Valley

Livermore Valley Arts radiates creativity by offering first-time and repeat experiences that open minds and spark discovery. Free concerts, cultural celebrations, and world-class performances provide opportunities to learn, grow, and connect through the transformative power of the Arts.

ENRICHING:

- **Performances** like Syncopated Ladies and Yamato—Drummers of Japan offered exposure to new perspectives, traditions, and ideas, providing first-time at the theatre experiences for numerous patrons.
- **Personal growth** by sparking curiosity at Cosmic Odyssey and creativity at art camps and classes for both children and adults.
- **Community** with free performances of Livermore-Amador Symphony and the U.S. Air Force Band of the Golden West. Creating shared experiences by offering complimentary tickets to active military and their families through VetTix, and the unhoused by partnering with local organizations like Open Heart Kitchen.
- **Creative use of spaces** like ArtWalk After Dark on the Bankhead Plaza and Stage Door Lounge events on the Bankhead Stage, giving us the opportunity to broaden experiences for the community as well as offer more accessible performance events.



Inspiring the Tri-Valley

Livermore Valley Arts radiates possibility by nurturing imagination and encouraging dreams. Whether a child experiencing their first live performance or an audience moved by a powerful production, the Arts inspire us all to see new horizons and build a vibrant future together.

INSPIRING

- **World-class performances** like Las Cafeteras, Josh Blue, the Silkroad Ensemble, and more sparking wonder, joy, and curiosity about our world, our community, and ourselves.
- **Free events and cultural celebrations** like Pridefest, Diwali, Juneteenth, Barrio Fiesta, Lunar New Year, ArtWalk, ComicCon, and others, connecting the community and honoring diverse traditions, inviting many visitors to The Bankhead and plaza for the first time.
- **Arts education** and youth engagement: programs and family-friendly performances nurture creativity and imagination in the next generation.
- **Accessibility and inclusivity** by providing free and low-cost events ensuring that the Arts remain open and welcoming to all members of the Tri-Valley community.



Financial Highlights

For the 2024-25 fiscal year at Livermore Valley Arts, we continued to see an increase in ticket sales over previous years, and earned revenue came in well ahead of budget. We were also able to keep expenses below budget for the year. Economic uncertainty and a shift in the nonprofit philanthropic landscape, however, led to contributions falling sharply in the fourth quarter, and the year ended in a loss as a result. The operating reserve remains strong, and overall, Livermore Valley Arts continues to remain in good financial health.



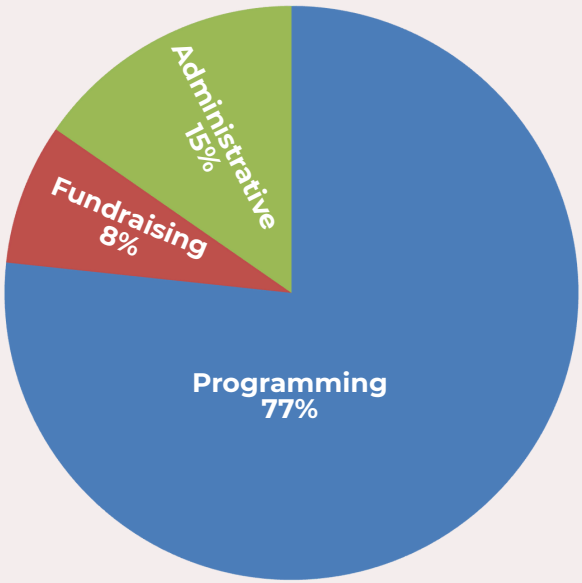


Livermore Valley Chamber Mixer
on the Bankhead Stage, January 2025

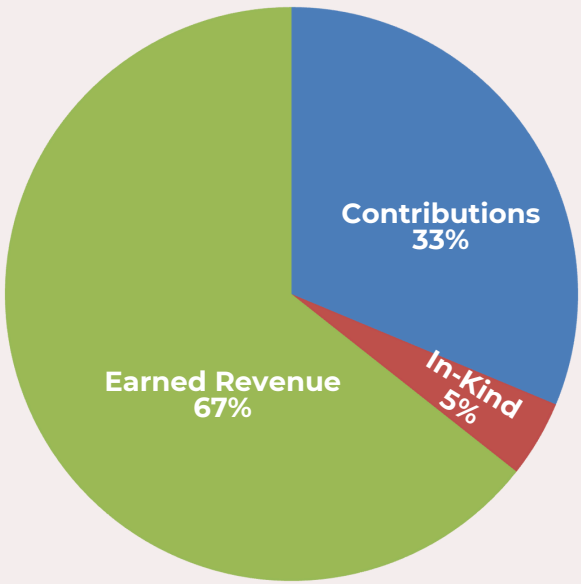
EXHIBIT A

2024-2025

Expenses
$4,313,115*



Income
$3,961,465*



*At the time of the publishing of this report, these numbers remain unaudited.


Lunar New Year Celebration 2025

LIVERMORE VALLEY *arts*

EXECUTIVE OFFICERS
Denise Watkins, Chair
Leland Younker, Ph.D, Vice Chair
Henry (Hank) Huff, Treasurer
Jean Shuler, Secretary

EMERITUS
Michael Bocchicchio*
Phillip N. Dean*
Patrick Kernan
Layne Marceau
Dr. Mortimer Mendelsohn*
Thomas Reitter
Donna Wilcox

*Deceased

DIRECTORS
Dr. Kelly Bowers
Norman Burkhard
Kelly Cousins, Ph.D.
Dona L. Crawford
Judge Mark Eaton
Roberta Emerson
Dr. Dyrell Foster
Jeff Kaskey
Jean King
Catherine Ndungu-Case
Harold Roundtree
Joan K. Seppala
Mark Triska
Dr. Michael S. Weiner
Philip R. Wente

LIVERMORE VALLEY ARTS LEADERSHIP TEAM
Chris Carter
Chief Executive Officer
Reanna Bradford
Chief Financial Officer
Ruth Egherman
Director of Marketing
Anne Giancola
Education & Visual Arts Manager
Eric Johnson
Director of Operations
Brittany Mulgrew
Director of Development



First-Time Buyer Insights

My GF and I 1st had (an awesome) dinner at the Zephyr restaurant. After that, we had an awesome evening at your theater. We were surprised how close to the stage we were able to sit. Everything about your theater was just perfect.

Quintin Thompson, Antioch

It was our first time at the Bankhead and we thoroughly enjoyed our experience. Your staff was friendly and accommodating and the performance by King's Return was amazing. Thank you so much for bringing them to your venue.

Drew Knight

Everyone was very friendly, we had excellent seats, and the parking was free. What more could we ask?

Lynne Kellner, Modesto

We had an amazing experience. It was our first time at the theater and it is beautiful and in a great location.

Lori Escobar, Pleasanton

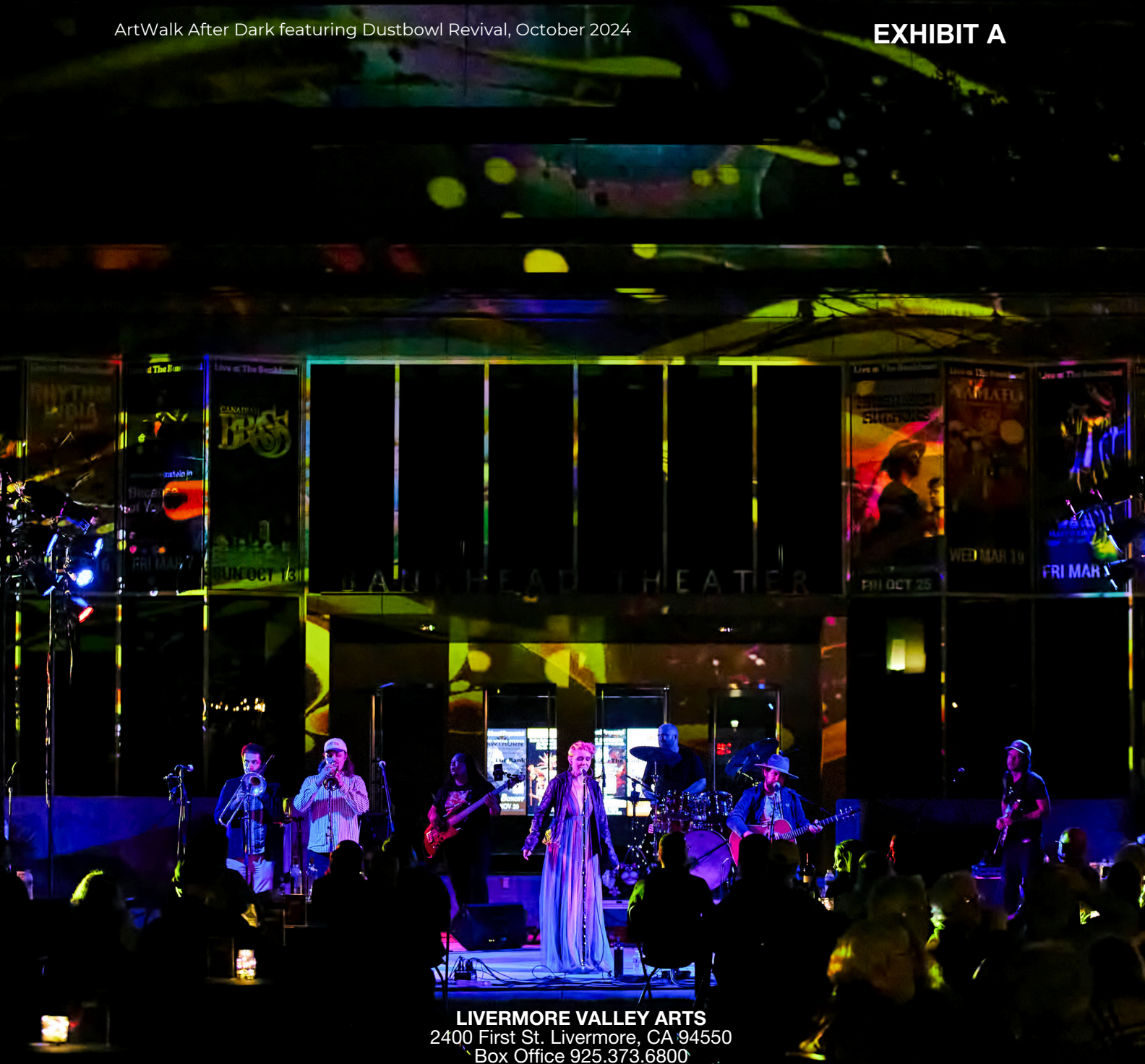
Seriously, if you want to go to a concert, Livermore is the place to do it!

Bonnie Morse, San Rafael

It truly was a wonderful first experience and look forward to returning at a future event!

Janice Cruice

EXHIBIT A



LIVERMORE VALLEY ARTS
2400 First St. Livermore, CA 94550
Box Office 925.373.6800
LivermoreArts.org
Tax ID # 68-0419182

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a second amendment to the agreement with DC Electric Group, Inc., for on-call electrical design, analysis, and modification services, increasing the not-to-exceed amount from $200,000 to $800,000 and extending the termination date from December 31, 2026, to December 31, 2030.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with DC Electric Group, Inc., for on-call electrical design, analysis, and modification services, increasing the not-to-exceed contract amount from $200,000 to $800,000 and extending the termination date from December 31, 2026, to December 31, 2030.

DECISION TYPE

Administrative

SUMMARY

This second amendment with DC Electric Group, Inc., authorizes continued on-call general services from DC Electric Group, Inc., for installation, relocation, and upgrades of electrical equipment services, field investigations and documentation of existing electrical systems, in connection with a variety of capital improvement projects. This second amendment increases the not-to-exceed amount from $200,000 to $800,000 and extends the term through December 31, 2030.

DISCUSSION

On March 15, 2024, the City entered into an agreement with DC Electric Group, Inc., (DC Electric) to provide on-call general services with a not-to-exceed contract amount of $100,000 and a termination date of December 31, 2025. The original agreement was amended once to increase the amount of the agreement by $100,000 to a total amount of $200,000 and increase the duration of the contract for an additional year, now ending on December 31, 2026.

DC Electric has been providing on-call general services in a wide variety of tasks. These tasks include, but are not limited to, rerouting low voltage electrical services in the downtown parking lot to new joint trench, trash enclosure PG&E modifications, electric vehicle chargers at the Police Department parking lot, fiber optic replacement and miscellaneous electric work for the L Street garage. In addition, DC Electric is currently providing general services for the Traffic Signal Modification Project and the Crosswalk Safety Improvement Project under separate agreements.

City Staff has found DC Electric's work to be satisfactory as they provide industry and local expertise and demonstrate rapid and professional responsiveness. They perform their work efficiently and promptly provide value to field and administrative staff.

The second amendment will increase the not-to-exceed amount of the agreement by $600,000 to a total of $800,000 and extend the term of the agreement through December 31, 2030. This amendment will allow DC Electric to continue providing general services for various projects in the Capital Improvement Program. Potential projects include, but are not limited to, the following:

- BL202514 – City Fleet Electrification, Phase 2, additional electric vehicle chargers for fleet
- DR583018 – Livermore Village Infrastructure, electrical service for 2047 First Street City parcel
- DR583018 – Livermore Village Infrastructure, electrical service for new walkway by Mornings on First
- TC202020 – Traffic Signal Modification Project, video detection camera installation
- TC202519 – Traffic Signal Modification Project, fiber optics installation
- TC202506 – Crosswalk Safety Improvement Project, Rectangular Rapid Flashing Beacon (RRFB) installation
- TC202606 – Crosswalk Safety Improvement Project, RRFB installation

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from various capital improvement projects in the approved Capital Improvement Plan. Therefore, no additional appropriations are necessary.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Second Amendment

Prepared by: Gabriel Sendaydiego
Assistant Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH DC ELECTRIC GROUP, INC., FOR ON-CALL ELECTRICAL DESIGN, ANALYSIS, AND MODIFICATION SERVICES, INCREASING THE NOT-TO- EXCEED AMOUNT FROM $200,000 TO $800,000 AND EXTENDING THE TERMINATION DATE FROM DECEMBER 31, 2026 TO DECEMBER 31, 2030

On March 15, 2024, the City of Livermore entered into an agreement for DC Electric Group, Inc. to provide on-call electrical services with a not-to-exceed contract amount of $100,000 and a termination date of December 31, 2025. The original agreement was amended once to increase the amount of the agreement by $100,000 to a total amount of $200,000, and extend the term to December 31, 2026. Staff recommends the agreement be further amended to increase the not-to-exceed amount from $200,000 to $800,000 to allow DC Electric to continue providing on-call electrical services for various capital improvement projects and extend the termination date from December 31, 2026, to December 31, 2030.

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

1. Authorizes the City Manager to execute a second amendment to the agreement with DC Electric Group, Inc. for on-call electrical design, analysis, and modification services, increasing the not-to-exceed amount from $200,000 to $800,000 and extending the termination date from December 31, 2026, to December 31, 2030.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 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

Docusign Envelope ID: E96E6B18-2382-4D77-9C5A-C5DF96CCF44F

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 20__, by and between the City of Livermore ("City"), a municipal corporation, and DC Electric Group, Inc. ("Contractor"), a California corporation.

RECITALS

On March 15, 2024, City and Contractor entered into an agreement for Contractor to provide on-call installation, relocation and upgrades of electrical equipment services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On October 4, 2024, City and Contractor entered the First Amendment to increase total compensation from $100,000 to $200,000, and extend the termination date from December 31, 2025, to December 31, 2026. This was the first amendment to the Original Agreement

City and Contractor desire to amend the Original Agreement to increase total compensation from $200,000 to $800,000, and extend the termination date from December 31, 2026 to December 31, 2030. This is the second amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

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

Compensation and Payment.

a. The total compensation payable by the City to Contractor for the Services **SHALL NOT EXCEED** the sum of $800,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement and Exhibit "A-1" to the First Amendment up to the not-to-exceed amount. Except as provided in the body of the Agreement, the hourly rates or task amounts are intended to be Contractor' s only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any

Docusign Envelope ID: E96E6B18-2382-4D77-9C5A-C5DF96CCF44F

and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

1. The compensation payable by the City to Contractor for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED $100,000.

2. The compensation payable by the City to Contractor for the Services required by Exhibit A-1 to the First Amendment SHALL NOT EXCEED $100,000.

3. The compensation payable by the City to the Contractor for the Services required by Exhibits A and A-1, to include $600,000 pursuant to this Second Amendment, SHALL NOT EXCEED $800,000.

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

Term. The term of this Agreement commences on the date of execution and terminates upon the completion of the Services or December 31, 2030, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Contractor 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.

Docusign Envelope ID: E96E6B18-2382-4D77-9C5A-C5DF96CCF44F

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

CONTRACTOR: **Dated:**

DocuSigned by:
John Abraham
1F1BF4B2A391405...

10/31/2025 | 8:59 AM PDT

John Abraham
Regional Manager

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution adopting a pre-qualification process for contractors in substantial conformance with Public Contract Code § 20101 et. seq., authorizing the City Engineer to determine suitable projects for the Contractor Request for Qualifications process, and which contractors qualify based on the evaluation process, and authorizing the City Engineer to approve future revisions to the Contractor Request for Qualifications Questionnaire and related pre-qualification process documents.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution taking the following actions:

1. Adopt a pre-qualification process for contractors that is in substantial conformance with the Public Contract Code § 20101 et. seq.;
2. Authorize the City Engineer to determine which projects are suitable for the contractor Request for Qualifications (RFQ) process and which contractors qualify based on the evaluation process; and
3. Authorize the City Engineer to approve future revisions to the Contractor RFQ and related pre-qualification process documents in accordance with Public Contract Code § 20101, as necessary and appropriate to carry out the purpose and intent of the pre-qualification process.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore proposes to implement a contractor pre-qualification process for select City construction projects. This process will be applied primarily to projects that require specialized technical expertise, such as wastewater treatment facilities, municipal buildings, and to projects with the potential to significantly impact public access or daily activities, including those located in the downtown core.

In accordance with California Public Contract Code § 20101 et. seq., staff recommends adoption of a standardized, objective pre-qualification framework to evaluate contractor qualifications. Staff further recommends delegating authority to the City Engineer to determine appropriate projects for pre-

qualification, to evaluate contractor submissions using this framework and update the framework in the future as required.

DISCUSSION

The City's authority to prequalify contractors for public works projects is established under California Public Contract Code (PCC) § 20101 et. seq. On September 23, 2024, the City implemented its first pre-qualification process for the Flagpole Plaza project (DR202225), during which City Council approved the pre-qualification of four contractors who were then invited to submit bids. This process resulted in the selection of a highly qualified contractor who successfully delivered the project on time and within budget in a high-visibility downtown location.

Building on the success of that pilot effort, the City now proposes to formally adopt a pre-qualification process that is in substantial conformance with PCC § 20101 et. seq. The framework includes a standardized questionnaire and financial statement verified under oath, a uniform and objective rating system to assess contractor qualifications, and an appeal mechanism that allows prospective bidders to dispute their rating prior to bid deadlines. This approach ensures that only contractors who submit acceptable responses to the City's questions pursuant to a Request for Qualifications are invited to bid on City projects, thereby reducing risk, improving project outcomes, and promoting transparency and fairness in public contracting and ensuring that contractors are in compliance with Department of Industrial Relations requirements.

In addition, staff is requesting that the City Council authorize the City Engineer to determine which projects are suitable for the contractor pre-qualification process. This delegation allows the City Engineer to strategically apply the pre-qualification process to projects where it will provide the greatest benefit in terms of risk reduction, efficiency, and project delivery. Staff also recommends authorizing the City Engineer to evaluate contractor qualifications using an objective, standardized process, promoting efficiency by eliminating the need to return to City Council for approval on a project-by-project basis. The City Engineer will oversee the review and scoring of contractor submissions, applying an objective criteria and rating system established in the RFQ to ensure only qualified contractors are eligible to bid. To ensure the process remains effective and responsive to the City's needs and any future legislative updates, staff also recommends that the City Engineer be delegated authority to approve future revisions to the contractor RFQ documents in accordance with Public Contract Code § 20101 et. seq., as necessary and appropriate to carry out the purpose and intent of the pre-qualification process.

By implementing these actions, the City will be able to identify contractors who meet minimum requirements for experience, financial stability, compliance history, and determine the type and size of contracts for which each contractor is qualified to bid. This statutory framework enables the City to proactively reduce risks and delays on construction projects, by ensuring that only qualified contractors are invited to participate in the bidding process. The prequalification process promotes transparency, accountability, and efficiency in public contracting, aligning not only with state law but also with best practices adopted by other municipalities.

FISCAL AND ADMINISTRATIVE IMPACTS

The implementation of a contractor prequalification process is expected to result in the award of contracts to firms that meet defined qualifications through a standardized and objective evaluation framework. This approach is anticipated to improve efficiency by reducing the need for project-by-project

approvals from City Council. The prequalification process also has the potential to help keep projects on schedule and within budget by ensuring that only capable and experienced contractors are invited to bid, thereby potentially minimizing the need for extended oversight by City staff and consultants. No additional appropriations are necessary at this time.

COMMUNITY PILLAR

5: A City That Works

GOAL

5: Modernize key business systems and processes to increase efficiency and improve transparency.

ATTACHMENTS

1. Resolution

Prepared by: Farnoush Levers
Assistant City Engineer

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 ADOPTING A PRE-QUALIFICATION PROCESS FOR CONTRACTORS IN SUBSTANTIAL CONFORMANCE WITH PUBLIC CONTRACT CODE § 20101 ET. SEQ., AUTHORIZING THE CITY ENGINEER TO DETERMINE SUITABLE PROJECTS FOR THE CONTRACTOR REQUEST FOR QUALIFICATIONS (RFQ) PROCESS AND WHICH CONTRACTORS QUALIFY BASED ON THE EVALUATION PROCESS, AND AUTHORIZING THE CITY ENGINEER TO APPROVE FUTURE REVISIONS TO THE CONTRACTOR RFQ AND RELATED PRE-QUALIFICATION PROCESS DOCUMENTS

California Public Contract Code § 20101 et. seq. authorizes public entities, including general law cities, to establish an objective pre-qualification process for contractors bidding on public works projects, including the use of a standardized questionnaire and financial statement, a uniform rating system, and an appeal process.

The City of Livermore seeks to adopt a pre-qualification process for contractors in substantial conformance with Public Contract Code § 20101, to reduce delays and improve efficiency on City construction projects.

The City Engineer is best positioned to determine which City projects are suitable for the contractor Request for Qualifications process, based on project scope, complexity, and potential benefits to the City.

The City Engineer should also be authorized to determine contractor qualifications based on the evaluation process outlined in the RFQ, applying objective criteria and a uniform rating system to ensure only qualified contractors are eligible to bid on applicable City projects, and that qualified contractors are also in compliance with Department of Industrial Relations regulations.

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

1. Adopts a pre-qualification process for contractors that is in substantial conformance with the Public Contract Code § 20101 et. seq.

2. Authorizes the City Engineer to determine which projects are suitable for the contractor Request for Qualifications (RFQ) process and which contractors qualify based on the evaluation process.

3. Authorizes the City Engineer to approve future revisions to the Contractor RFQ and related pre-qualification process documents in accordance with Public

Contract Code § 20101 et. seq., as necessary and appropriate to carry out the purpose and intent of the pre-qualification process.

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 December 8, 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. 6.6**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending Resolution No. 94-55 of the City of Livermore Personnel Rules and Regulations to modify conditions for reinstatement to City service under section 8.08.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending Resolution No. 94-55 of the City of Livermore Personnel Rules and Regulations, Section 8.08, to modify the conditions regarding employee eligibility for reinstatement to City service.

DECISION TYPE

Administrative

SUMMARY

Section 8.08 of the City of Livermore Personnel Rules and Regulations allow a regular employee who has resigned in good standing the ability to be considered for appointment to a vacant position of the same or comparable class as was vacated within one year of the effective date of resignation. These changes modify what such employees are entitled to upon reinstatement.

DISCUSSION

The revised language included in Attachment 1 - Redlined Section 8.08 of the Personnel Rules and Regulations, is intended to modify what an employee is eligible for upon reinstatement.

Currently, reinstated employees do not receive credit for their previous time worked when calculating their leave accrual rate. The new language will allow reinstated employees to receive credit for their prior service when determining their leave accrual rate.

Additionally, the previous use of the term "other benefits" included the retiree health benefit, which meant that a reinstated employee would lose eligibility for it upon reinstatement. Under the new language, employees who were previously eligible for the benefit, will remain eligible upon reinstatement.

These changes acknowledge the prior experience of qualified former employees who resigned in good standing, allowing them to return and support operational continuity.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the proposed revisions.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Redlined Section 8.08 of the Personnel Rules and Regulations
2. Resolution

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

8.08 Reinstatement

A regular employee who had resigned with a good record may, within one year of the effective date of resignation, be considered for appointment to a vacant position of the same or comparable class as was vacated. Upon reinstatement, the employee is subject to the probationary period required for the class. ~~No credit for former employment is granted in computing vacation, sick leave, other benefits, or prior service credit.~~ An employee being reinstated shall be credited with prior service time for purposes of determining leave accruals, departmental seniority, and shall be assigned the same salary step as held at the time of resignation. An employee eligible for the retiree health benefit on the date of resignation will continue to be eligible at the time of reinstatement. No credit for former employment is granted for prior service credit.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING RESOLUTION NO. 94-55 OF THE CITY OF LIVERMORE PERSONNEL RULES AND REGULATIONS TO MODIFY CONDITIONS FOR REINSTATEMENT TO CITY SERVICE UNDER SECTION 8.08

To acknowledge the prior experience of qualified former employees who resigned in good standing the following changes are being proposed to section 8.08 of the Personnel Rules and Regulations as follows:

1. Allow reinstated employees to receive credit for their prior service when determining their leave accrual rate; and
2. Allow employees who were previously eligible for the retiree health benefit to remain eligible upon reinstatement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that section 8.08 of the City of Livermore Personnel Rules and Regulations is amended as follows:

> A regular employee who had resigned with a good record may, within one year of the effective date of resignation, be considered for appointment to a vacant position of the same or comparable class as was vacated. Upon reinstatement, the employee is subject to the probationary period required for the class. An employee being reinstated shall be credited with prior service time for purposes of determining leave accruals, departmental seniority, and shall be assigned the same salary step as held at the time of resignation. An employee eligible for the retiree health benefit on the date of resignation will continue to be eligible at the time of reinstatement. No credit for former employment is granted for prior service credit.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing the execution of a purchase order with Armature Systems for hardware, support, and licensing in the amount of $571,965 to upgrade and refresh the City of Livermore's (City) primary production network infrastructure.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing a purchase order with Armature Systems for hardware, support and licensing in the amount of $571,965 to upgrade and refresh the City's primary production network infrastructure.

DECISION TYPE

Administrative

SUMMARY

The City's network infrastructure has reached the end of their useful lives and are no longer supported by the vendor. This project is to refresh the City's network systems in six locations: City Hall, Police Department, Water Plant, Maintenance Yard, Airport, and Emergency Operations Center. This project will replace old equipment with new, more reliable technology to improve City services. The goal is to upgrade the network at key City sites to ensure better service and reliability. The work will be done in phases to minimize disruption, including planning, setting up equipment, and switching over to the new system.

City staff selected Armature Systems to provide the network infrastructure hardware through the OMNIA Partners (OMNIA) statewide agreement. The OMNIA agreement is a competitively bid contract that meets the City’s purchasing guidelines. OMNIA agreement prices are pre-negotiated and require providers to match or beat the listed pricing for hardware or installation services.

DISCUSSION

The City's network infrastructure has reached the end of their useful lives and are no longer supported by

the vendor. The City's network modernization project offers several key benefits. By replacing old network equipment, the City will have a more reliable and high-performing network infrastructure that will provide a stronger security backbone, protecting the City's network from potential threats, and ensuring safer data transmission. Additionally, network management, will be simpler making it easier to maintain and troubleshoot. The new network architecture is designed to be scalable, allowing the City to easily expand and adapt to future needs without significant overhauls. The phased approach to implementation ensures that there will be minimal disruption to city operations during the transition, maintaining continuity of services.

FISCAL AND ADMINISTRATIVE IMPACT

All costs associated with the proposed purchase order are included in the current Information Technology Division's budget. Armature Systems includes installation, and migration.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Armature Quote
2. Resolution

Prepared by: Andrew Bellini
Information Technology Operations Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

ATTACHMENT 1

ARMATURE SYSTEMS

Quote Date: 11/20/2025
Quote Exp Date: 12/31/2025
Quote Number: Q-05648-V17

From:
Gary Li
gary@armaturesystems.com
1980 Zanker Rd, Suite 30
San Jose, California 95112

To:
City of Livermore
Andrew Bellini
albellini@livermoreca.gov

Hardware - Switches and SFPs								
#	**Product Number**	**Description**	**QTY**	**Unit List**	**Ext. List**	**Disc %**	**Unit Price**	**Ext Price**
1	CSC-C9200-48P-E	Catalyst 9200 48-port PoE+, Network, support IEEE 802.1s, IEEE 802.1w,IEEE 802.1x,IEEE 802.3ad,IEEE 802.3af,IEEE 802.3at, Layer 2 and Layer 3, LED indicators, Enhanced Limited Lifetime Warranty	18	$ 8,093.05	$ 145,674.90	58.67%	$ 3,345.13	$ 60,212.39
2	CSC-PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Su	18	$ 2,626.27	$ 47,272.86	32.00%	$ 1,785.87	$ 32,145.61
3	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
4	CSC-STACK-T4-50CM	50CM Type 4 Stacking Cable	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
5	CSC-C9200-STACK	Catalyst 9200 Stack Module	36	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
6	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
7	CSC-C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	18	$ 2,502.32	$ 45,041.76	58.67%	$ 1,034.29	$ 18,617.27
8	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
9	CSC-C9200-STACK-KIT	Cisco CATALYST 9200 AND 9200L STACK MOD	18	$ 1,659.21	$ 29,865.78	44.00%	$ 929.16	$ 16,724.88
10	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	36	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
11	CSC-C9200-24P-E	Switch - C9200-24P-E - Wired - Gigabit Ethernet - 4GB RAM - 4GB Flash Memory - Routing Protocol RIP, OSPF, IS-IS - Power Supply - Enhanced Limited Lifetime Warranty	8	$ 3,853.24	$ 30,825.92	56.00%	$ 1,695.43	$ 13,563.42
12	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
13	CSC-C9200-STACK	Catalyst 9200 Stack Module	16	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00

14	CSC-C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	8	$ 2,502.32	$ 20,018.56	58.67%	$ 1,034.29	$ 8,274.34
15	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
16	CSC-PWR-C6-600WAC/2	600W AC Config 6 Power Supply - Secondary Power S	8	$ 1,750.85	$ 14,006.80	32.00%	$ 1,190.59	$ 9,524.70
17	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
18	CSC-STACK-T4-50CM	50CM Type 4 Stacking Cable	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
19	CSC-C9200-STACK-KIT	Cisco CATALYST 9200 AND 9200L STACK MOD	8	$ 1,659.21	$ 13,273.68	44.00%	$ 929.16	$ 7,433.28
20	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	16	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
21	CSC-C9200-24T-E	C9200-24T-E - Catalyst 9200 24-port Data Switch, Network Essentials - 1U - Wired - 1Gbps - Gigabit Ethernet - 4GB RAM - 4GB Flash Memory - 100 to 240 VAC, 50 to 60 Hz - MTBF 587800 hours - Enhanced Limited Lifetime Warranty	1	$ 3,101.92	$ 3,101.92	38.67%	$ 1,902.51	$ 1,902.51
22	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
23	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
24	CSC-C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	1	$ 2,502.32	$ 2,502.32	58.67%	$ 1,034.29	$ 1,034.29
25	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
26	CSC-PWR-C6-125WAC/2	125W AC Config 6 Power Supply - Secondary Power S	1	$ 1,094.29	$ 1,094.29	32.00%	$ 744.12	$ 744.12
27	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
28	CSC-C9300-24P-E	Switch - C9300-24P-E - 24-port 1G copper with modular uplinks, PoE+- 8GB RAM - 16GB Flash Memory - RIPv1, RIPv2, RIPng Routing Protocol - IEEE 802.1s, IEEE 802.1w, IEEE 802.1x, IEEE 802.3u, IEEE 802.3z - Enhanced Limited Lifetime hardware Warranty	2	$ 7,311.84	$ 14,623.68	42.67%	$ 4,192.12	$ 8,384.24
29	CSC-STACK-T1-50CM	CISCO STACK-T1-50CM= - 50CM Type 1 Stacking Cable - Cisco StackWise-480 and StackWise-1T Accessories for C9300 and C9300X Series Switches	2	$ 122.31	$ 244.62	32.00%	$ 83.17	$ 166.35

30	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
31	CSC-PWR-C1715WACP/2	715W AC 80+ PLATINUM CONFIG 1 SECONDARYPOWER SUPPLY	2	$ 1,528.88	$ 3,057.76	32.00%	$ 1,039.64	$ 2,079.28
32	CSC-C9300X-12Y-E	Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch	2	$ 20,792.76	$ 41,585.52	32.00%	$ 14,139.08	$ 28,278.16
33	CSC-C9300-SSD-NONE	No SSD Card Selected	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
34	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	4	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
35	CSC-C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	2	$ 3,118.92	$ 6,237.84	38.67%	$ 1,912.93	$ 3,825.87
36	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
37	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
38	CSC-PWR-C1-715WAC-P	CISCO PWR-C1-715WAC-P - 715W AC 80+ platinum Config 1 Power Supply Spare - Input 100 to 240 VAC - Output -56 V - Input Connector IEC 320-C16(IEC60320-C16) - For Cisco Catalyst 9300 Series Switches	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
39	CSC-CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	2	$ 116.20	$ 232.40	32.00%	$ 79.01	$ 158.03
40	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
41	CSC-C9300-SSD-NONE	No SSD Card Selected	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
42	CSC-PWR-C1-715WAC-P	CISCO PWR-C1-715WAC-P - 715W AC 80+ platinum Config 1 Power Supply Spare - Input 100 to 240 VAC - Output -56 V - Input Connector IEC 320-C16(IEC60320-C16) - For Cisco Catalyst 9300 Series Switches	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
43	CSC-PWR-C1715WACP/2	715W AC 80+ PLATINUM CONFIG 1 SECONDARYPOWER SUPPLY	2	$ 1,528.88	$ 3,057.76	32.00%	$ 1,039.64	$ 2,079.28
44	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	4	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
45	CSC-CAB-SPWR-150CM	Catalyst 3750X and 3850 Stack Power Cable 150 CM	2	$ 122.31	$ 244.62	32.00%	$ 83.17	$ 166.35
46	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
47	CSC-STACK-T1-50CM	CISCO STACK-T1-50CM= - 50CM Type 1 Stacking Cable - Cisco StackWise-480 and StackWise-1T Accessories for C9300 and C9300X Series Switches	2	$ 122.31	$ 244.62	32.00%	$ 83.17	$ 166.35
48	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00

		9200 and 9300						
49	CSC-C9300X-NM-8Y	CATALYST 9300 8 X 10G25G NETWORK MODULE SFPSFP28	2	$ 3,118.92	$ 6,237.84	32.00%	$ 2,120.87	$ 4,241.73
50	CSC-C9200-48P-E	Catalyst 9200 48-port PoE+, Network, support IEEE 802.1s, IEEE 802.1w,IEEE 802.1x,IEEE 802.3ad,IEEE 802.3af,IEEE 802.3at, Layer 2 and Layer 3, LED indicators, Enhanced Limited Lifetime Warranty	8	$ 8,093.05	$ 64,744.40	58.67%	$ 3,345.13	$ 26,761.06
51	CSC-C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
52	CSC-C9200-STACK	Catalyst 9200 Stack Module	16	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
53	CSC-CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
54	CSC-C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	8	$ 2,502.32	$ 20,018.56	58.67%	$ 1,034.29	$ 8,274.34
55	CSC-CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	16	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
56	CSC-C9200-STACK-KIT	Cisco CATALYST 9200 AND 9200L STACK MOD	8	$ 1,659.21	$ 13,273.68	44.00%	$ 929.16	$ 7,433.28
57	CSC-STACK-T4-50CM	50CM Type 4 Stacking Cable	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
58	CSC-C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
59	CSC-PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Su	8	$ 2,626.27	$ 21,010.16	32.00%	$ 1,785.87	$ 14,286.94
60	CSC-SFP-10G-SR=	Transceiver SFP-10G-SR= - CISCO 10GBASE-SR SFP+ Module for MMF - Gigabit Ethernet - Wired - Max Transfer Distance 400M - 850 NM - IEEE 802.3 - Dual LC/PC connector - Standard warranty: 5 years	57	$ 1,262.02	$ 71,935.14	58.67%	$ 521.64	$ 29,733.48
61	PAN-SFP-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	8	$ 1,580.00	$ 12,640.00	17.33%	$ 1,306.13	$ 10,449.06
62	Fiber Cables	Fiber Cables	59	$ 100.00	$ 5,900.00	49.32%	$ 50.68	$ 2,990.12
							Subtotal:	**$319,650.73**

5 Year Software Licenses and Maintenance Support								
#	**Product Number**	**Description**	**QTY**	**Unit List**	**Ext. List**	**Disc %**	**Unit Price**	**Ext Price**
63	CSC-CON-L1NBD-C92048PE	CX LEVEL 1 8X5XNBD Catalyst 9200 48-port PoE+, Network Essen	18	$ 3,670.00	$ 66,060.00	4.33%	$ 3,510.97	$ 63,197.51
64	CSC-C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00

		Term Licenses						
65	CSC-CON-L1SWT-C92E48	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	18	$ 375.00	$ 6,750.00	4.33%	$ 358.75	$ 6,457.45
66	CSC-C9200-DNA-E485Y	C9200 CISCO DNA ESSENTIALS, 48-PORT, 5 YEAR TERM LICENSE	18	$ 2,212.01	$ 39,816.18	32.00%	$ 1,504.17	$ 27,075.11
67	CSC-C9200-NW-E-48	C9200 NETWORK ESSENTIALS, 48-PORT LICENSE	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
68	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	18	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
69	CSC-CON-L1NBD-C920024P	CX LEVEL 1 8X5XNBD Catalyst 9200 24-port PoE+, Network Essen	8	$ 1,750.00	$ 14,000.00	4.33%	$ 1,674.17	$ 13,393.38
70	CSC-C9200-DNA-E-24	C9200 CISCO DNA ESSENTIALS, 24-PORT TERM LICENSES	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
71	CSC-CONL1SWTC92E24	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	8	$ 205.00	$ 1,640.00	4.33%	$ 196.12	$ 1,568.96
72	CSC-C9200-DNA-E-245Y	C9200 CISCO DNA ESSENTIALS, 24-PORT, 5 YEAR TERM LICENSE	8	$ 1,207.01	$ 9,656.08	32.00%	$ 820.77	$ 6,566.18
73	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
74	CSC-C9200-NW-E-24	C9200 NETWORK ESSENTIALS, 24-PORT LICENSE	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
75	CSC-CON-L1NBD-C920024T	CX LEVEL 1 8X5XNBD Catalyst 9200 24-port data only, Network	1	$ 1,410.00	$ 1,410.00	4.33%	$ 1,348.91	$ 1,348.91
76	CSC-C9200-DNA-E-24	C9200 CISCO DNA ESSENTIALS, 24-PORT TERM LICENSES	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
77	CSC-CONL1SWTC92E24	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	1	$ 205.00	$ 205.00	4.33%	$ 196.12	$ 196.12
78	CSC-C9200-DNA-E-245Y	C9200 CISCO DNA ESSENTIALS, 24-PORT, 5 YEAR TERM LICENSE	1	$ 1,207.01	$ 1,207.01	32.00%	$ 820.77	$ 820.77
79	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
80	CSC-C9200-NW-E-24	C9200 NETWORK ESSENTIALS, 24-PORT LICENSE	1	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
81	CSC-CON-L1NBD-C93002PE	CX LEVEL 1 8X5XNBD Catalyst 9300 24-port PoE+, Network Essen	2	$ 2,986.85	$ 5,973.70	4.33%	$ 2,857.43	$ 5,714.85
82	CSC-SC9300UK9-1712	CISCO CATALYST 9300 XE 17.12 UNIVERSAL	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
83	CSC-C9300-NW-E-24	C9300 NETWORK ESSENTIALS, 24-PORT LICENSE	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
84	CSC-C9300-DNA-E-24	C9300 DNA ESSENTIALS, 24-PORT TERM LICENSES	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
85	CSC-CON-L1SWT-C93E24	CX LEVEL 1 SW SUB C9300 DNA	2	$ 180.00	$ 360.00	4.33%	$ 172.20	$ 344.40

		Essentials						
86	CSC-C9300-DNA-E-24-5Y	C9300 DNA Essentials, 24-Port, 5 Year Term License	2	$ 1,206.54	$ 2,413.08	32.00%	$ 820.45	$ 1,640.91
87	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
88	CSC-CON-L14HR-C9300X12	CX LEVEL 1 24X7X4Catalyst 9300X 12x25G Fiber Ports modul	2	$ 13,585.00	$ 27,170.00	4.33%	$ 12,996.32	$ 25,992.64
89	CSC-SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
90	CSC-C9300X-DNA-12Y-E	C9300 DNA ESSENTIALS, TERM LICENSE	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
91	CSC-CON-L1SWT-C9300XYF	CX LEVEL 1 SW SUB C9300 DNA Essentials, Term License	2	$ 180.00	$ 360.00	4.33%	$ 172.20	$ 344.40
92	CSC-C9300-DNA-L-E-5Y	DNA Essentials 5 Year License	2	$ 1,206.54	$ 2,413.08	32.00%	$ 820.45	$ 1,640.91
93	CSC-C9300X-NW-E-12	C9300 NETWORK ESSENTIALS, 12-PORT LICENSE	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
94	CSC-D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
95	CSC-D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
96	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	2	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
97	CSC-CON-L14HR-C92048PE	CX LEVEL 1 24X7X4Catalyst 9200 48port PoE Network Esse	8	$ 5,870.00	$ 46,960.00	4.33%	$ 5,615.64	$ 44,925.12
98	CSC-C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
99	CSC-CON-L1SWT-C92E48	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	8	$ 375.00	$ 3,000.00	4.33%	$ 358.75	$ 2,869.98
100	CSC-C9200-DNA-E485Y	C9200 CISCO DNA ESSENTIALS, 48-PORT, 5 YEAR TERM LICENSE	8	$ 2,212.01	$ 17,696.08	32.00%	$ 1,504.17	$ 12,033.38
101	CSC-C9200-NW-E-48	C9200 NETWORK ESSENTIALS, 48-PORT LICENSE	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
102	CSC-NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	8	$ 0.00	$ 0.00	0.00%	$ 0.00	$ 0.00
							Subtotal:	**$216,130.98**

Comments

OMNIA Software Solutions and Services contract: R240303

Subtotal:	**$ 535,781.71**
Sales Tax:	**$ 32,764.20**
Freight:	**$ 3,418.97**
Grand Total:	**$ 571,964.88**

Terms & Conditions

1. Customer is responsible for all applicable sales tax and freight charges.
2. Vendor maintenance must be paid in full prior to activation of maintenance coverage period.
3. All returns are subject to manufacturer and distributor approval.
4. Pricing is contingent upon all hardware being sourced within the continental United States.
5. If a Master Services Agreement ("MSA") between Customer and Armature Systems, Inc. ("Armature") is in effect covering the sale of the products or services listed above, the terms of such MSA shall prevail to the extent they are inconsistent with these terms.
6. If signed by Customer, this quote acts as a purchase order subject to the MSA (including payment terms established therein). If no MSA exists, this order shall be subject to Net 30 payment terms.

City of Livermore

Signed: _____

Name: _____

Title: _____

Date: _____

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH ARMATURE SYSTEMS FOR HARDWARE, SUPPORT AND LICENSING IN THE AMOUNT OF $571,965 TO UPGRADE AND REFRESH THE CITY OF LIVERMORE'S PRIMARY PRODUCTION NETWORK INFRASTRUCTURE

The City of Livermore's (City) network infrastructure has reached the end of their useful lives and are no longer supported by the vendor. This project is to refresh the City's network systems in six important locations: City Hall, Police Department, Water Plant, Maintenance Yard, Airport, and Emergency Operations Center.

The City's network modernization project offers several key benefits. By replacing old network equipment, the City will have a more reliable and high performing network infrastructure. This will provide a stronger security backbone, protecting the City's network from potential threats and ensuring safer data transmission. Additionally, this will simplify network management, making it easier to maintain and troubleshoot. The new network architecture is designed to be scalable, allowing the City to easily expand and adapt to future needs without significant overhauls. The phased approach to implementation ensures that there will be minimal disruption to city operations during the transition, maintaining continuity of services.

City staff selected Armature Systems to provide the network infrastructure hardware through the OMNIA Partners (OMNIA) statewide agreement. The OMNIA agreement is a competitively bid contract that meets the City's purchasing guidelines. OMNIA agreement prices are pre-negotiated and require providers to match or beat the listed pricing for hardware or installation services.

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

1. Authorizes the City Manager to execute a purchase order with Armature Systems in an amount not-to-exceed $571,965.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a second amendment to the agreement with PlaceWorks Inc. for the General Plan Update to adjust the scope of work, increase the not-to-exceed amount from $3,026,000 to $3,272,000, and extend the term to March 31, 2027.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with PlaceWorks, Inc. to update the Livermore General Plan. The second amendment:

1. Adjusts the scope of work to integrate additional programs and technical analysis related to the General Plan;
2. Modifies the agreement not-to-exceed amount from $3,026,000 to $3,272,000; and
3. Extends the term of the agreement to March 31, 2027.

DECISION TYPE

Administrative

SUMMARY

On June 28, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement (Agreement) with PlaceWorks for the comprehensive General Plan and Housing Element Update and Programmatic General Plan Environmental Impact Report (EIR). On October 23, 2023, Council authorized the first Amendment to the Agreement to account for additional analysis, new state legislation, and continued meetings of the General Plan Advisory Committee that progressively added to the scope of work.

To date, the work program is approximately 75% complete and the project team is currently engaged in technical writing and editing of the second round of the Administrative Draft General Plan and the Administrative Draft EIR. The scope of the work has gradually expanded due to the need for additional technical writing and editing to ensure policy alignment with City Council direction and community

priorities, as well as the integration of the Habitat Conservation Plan and adjustments to the Livermore Development Code. Therefore, staff recommends Council authorize the second amendment to the Agreement, which would provide additional time and resources to respond to changing conditions. Staff anticipates General Plan and Final EIR adoption would occur in the third quarter of 2026.

DISCUSSION

Since commencement of the General Plan Update, the project team has completed visioning, research and analysis and the development of existing conditions reports, a State certified Housing Element, evaluation of various future land use alternatives, a Draft General Plan Land Use Map, Draft Goals and Policies framework, and an Administrative Draft General Plan. Currently, the project team is completing second-round review of the Administrative Draft General Plan in anticipation of publishing a Public Draft General Plan and conducting community engagement in the first quarter of 2026. Additionally, the project team is preparing and reviewing the Administrative Draft EIR with the anticipation of publishing the document for public review and comment in the second quarter of 2026. Staff anticipates General Plan and Final EIR adoption hearings in the second and third quarters of 2026.

Over the course of the work program, additional items and adjustments were made to respond to changing circumstances. At this point in the process, the project team is requesting additional resources and time to complete the project. A second amendment to the Agreement includes a revised scope of work, additional funds, and extended project duration. Modifications to the scope of work and budget include:

Project Schedule Extension. The General Plan project timeline in the agreement is proposed to be extended by 18 months to March 2027 (or when all tasks are completed, whichever occurs first). The anticipated adoption date shifted from end of 2025 (under the First Amendment) to mid-2026. The proposed time extension is necessary to accommodate policy refinement, technical analysis and environmental review, and to ensure adequate time for public engagement and review of the Public Draft General Plan and Draft EIR. The agreement extension past the anticipated adoption date allows for close out tasks associated with creating an accessible and interactive online version of the General Plan.

Integration of Additional Programs. The General Plan would incorporate the Draft Habitat Conservation Plan (HCP), which requires updates to the project description, including its objectives, purpose, and planning area maps. The HCP is a regional planning tool that outlines strategies to protect sensitive biological resources while allowing for compatible development and critical infrastructure projects. Its integration into the General Plan ensures that Capital Improvement Projects align with long-term conservation goals and would enable streamlined regulatory permitting to reduce uncertainty and cost. The Draft EIR will evaluate the HCP's potential impact, particularly on biological resources, and address anticipated comments from regulatory agencies. Coordination will also include additional meetings with City staff, General Plan Consultants, and HCP consultants.

Technical Writing and Document Review. Preparation of a second Administrative Draft General Plan was necessary to incorporate substantial land use refinements, integrate updated technical input from economic and traffic subconsultants, and ensure consistency with the ongoing environmental review process. The additional draft allowed for a more thorough internal review, improving the clarity, organization, and usability of the document for decision-makers and the public. However, the additional draft required extended project management services and continued coordination with the EIR team, reflecting the expanded scope of work required to align the policy framework with City priorities,

infrastructure capacity, and regulatory requirements.

ENVIRONMENTAL DETERMINATION

Authorization to execute an amendment to a professional services agreement is an administrative action, which does not qualify as a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. Therefore, no environmental review is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Allocation of City staff time would be necessary to administer the updated consultant agreement, participate in the document review, research and analysis, and community outreach. The second amendment to the Agreement would increase the not-to-exceed amount by $246,000 from $3,026,000 to $3,272,000. The HCP is funded through a US Fish and Wildlife Grant awarded in 2022; staff anticipates that a portion of that grant funding will be used for costs associated with integration into the General Plan and General Plan EIR, which will partially offset the additional $246,000. Staff expects to increase the FY 2026-27 budget as part of the FY 2026-27 budget update to accommodate the proposed contract amendment.

COMMUNITY PILLAR:

4: Inclusive and Inviting Spaces and Places

GOAL:

4: Continue to complete the General Plan Update

ATTACHMENTS

1. Resolution
2. Exhibit A - Second Amendment

Prepared by: Andy Ross
Principal Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH PLACEWORKS, INC. FOR THE GENERAL PLAN UPDATE TO ADJUST THE SCOPE OF WORK, INCREASE THE NOT-TO-EXCEED AMOUNT FROM $3,026,000 TO $3,272,000, AND EXTEND THE TERM THROUGH MARCH 31, 2027

On March 1, 2021, the City Council identified the Livermore General Plan and Housing Element Update as a goal and priority. The current General Plan was adopted in 2004 and needs a comprehensive update to reflect current data, comply with legislative changes, and address changes in community preferences and market conditions. On March 29, 2021, the City Council selected PlaceWorks, Inc. as the consultant team to support staff to update the Livermore General Plan and Housing Element.

On June 28, 2021, the City Council adopted Resolution No. 2021-115, authorizing the City Manager to execute a professional services agreement with PlaceWorks, Inc. for assistance with the General Plan Update, including the Housing Element Update. The term of the agreement was for approximately three years, with a not-to-exceed amount of $2,800,000. On June 29, 2021, the City Manager executed the agreement.

On October 23, 2023, the City Council adopted Resolution No. 2023-182, authorizing the City Manager to execute a first amendment to the professional services agreement with PlaceWorks, Inc. to increase the not-to-exceed amount to $3,026,000 and extend the term through December 31, 2025. On October 24, 2023, the City Manager executed the first amendment.

The project team has completed approximately 75% of the General Plan Update work program, including visioning, research and analysis, and the development of existing conditions reports, a State certified Housing Element, the preparation and evaluation of various future land use alternatives, a Draft Land Use Map, and Draft Goals and Policies.

Due to the complexity and duration of the project, as well as changing circumstances, the City desires to enter into a second amendment to the agreement with PlaceWorks, Inc. to: (1) modify the scope of work; (2) increase the total compensation by $246,000, for a total not-to-exceed amount of $3,272,000; and (3) extend the term of the agreement through March 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes the City Manager, or her designee, to execute a second amendment to the professional services agreement with PlaceWorks, Inc., attached hereto as Exhibit A, for the General Plan Update to: (1) update the scope of work; (2)

increase the not-to-exceed amount from $3,026,000 to $3,272,000; and (3) extend the term through March 31, 2027.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Second Amendment to Professional Services Agreement with PlaceWorks, Inc.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2025, by and between the City of Livermore ("City"), a municipal corporation, and PlaceWorks, Inc. ("Consultant"), a California corporation.

RECITALS

On June 29, 2021, City and Consultant entered into an agreement for Consultant to provide professional planning services to City ("Original Agreement"). Section 23 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On October 24, 2023, City and Consultant entered into a First Amendment to the Original Agreement to: (1) update the scope of work; (2) increase the not-to-exceed amount by $226,000 for a total not-to-exceed amount of $3,026,000; (3) extend the term of the Agreement through December 31, 2025; and (4) revise the insurance requirements.

City and Consultant desire to amend the Original Agreement to: (1) update the scope of work by replacing Exhibit "A" to the Original Agreement, as amended, with Exhibit "A-2"; (2) increase the not-to-exceed amount by $246,000 for a total not-to-exceed amount of $3,272,000; and (3) extend the term of the Agreement through March 31, 2027. 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. Exhibit "A" to the Original Agreement, as amended by the First Amendment to the Original Agreement, is replaced with Exhibit "A-2" attached hereto. All references to Exhibit "A" in the Original Agreement, as amended, are replaced with reference to Exhibit "A-2."

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

      The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $3,272,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A-2" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Term. The term of this Agreement commences on July 1, 2021, and terminates upon the completion of the Services or March 31, 2027, whichever occurs first.

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

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

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:
Joanna Jansen
5AA2AEA74C274C3...

11/24/2025 | 11:52 AM PST

Joanna Jansen
Managing Principal

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094724F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D80224F0...

Risk Manager/Analyst

Attachments:
Exhibit A-2 Scope of Work

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

EXHIBIT A-2 :
SCOPE OF WORK AND COSTS

This exhibit describes the amended scope of services, schedule, products, and meetings for the General Plan Update, Housing Element Update, and Environmental Impact Report (EIR) to be conducted by PlaceWorks for the City of Livermore (City) in cooperation with EPS, Kittelson, GPA Consulting, Archeo-Tec, WRA Inc. Robert Becker, and FM3 Research. This document includes the following sections:

- Scope of Services - Describes the project work program.
- Schedule - Identifies the overall schedule for the project.
- Costs - Details the project budget by task and subtask.
- Assumptions - Describes the assumptions used to develop the scope of work.

SCOPE OF SERVICES

This section describes the scope of services to be completed by the PlaceWorks team for the Livermore General Plan Update, Housing Element Update, and EIR.

A summary of the work program is presented in Table 1.

TABLE 1 WORK PROGRAM SUMMARY

Task 1: Community Engagement and Citizens Advisory Committee Facilitation	
1.1 Equity and Inclusion Plan	1.8 Planning Commission and City Council Meetings
1.2 Branding	1.9 CBO Coordination
1.3 Documentary Art Project	1.10 Support City Staff Outreach Efforts
1.4 Citizens Advisory Committee Facilitation	1.11 Tribal Consultation
1.5 Community Events	1.12 Website
1.6 Citywide Workshops	1.13 Online Engagement
1.7 Stakeholder Interviews	1.14 Translation
Task 2: Visioning	
2.1 Visioning Outreach Strategy	2.3 Draft General Plan Vision Statement
2.2 Communitywide Visioning Survey	2.4 Final General Plan Vision Statement
Task 3: Research and Analysis	
3.1 Existing Conditions Reports	3.4 Existing Conditions Executive Summary Document and Online Story Map
3.2 Baseline Economic and Market Trends	
3.3 Real Estate Development Feasibility Assessment	3.5 General Plan Legislative Audit
Task 4: Land Use Alternatives	
4.1 Alternatives Outreach Strategy	4.5 Alternatives Evaluation
4.2 Confirm Focus Areas	4.6 Preferred Scenario Creation
4.3 Property Owner Meetings	4.7 Preferred Scenario Implementation
4.4 Draft Land Use Alternatives	4.8 Transportation Impact Analysis Guidelines
Task 5: Policy Development and Evaluation	
5.1 Policy Development and Outreach Strategy	5.4 Draft Goals, Policies, and Actions
5.2 Existing General Plan Policy Matrix	5.5 Land Use Map Update
5.3 Policy Options and Recommendations	

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

TABLE 1 WORK PROGRAM SUMMARY	
Task 6: Housing Element and CEQA	
6.1 Housing Element Project Management and Initiation 6.2 Housing Element Outreach 6.3 Document Review 6.4 Review of Previous Housing Element Programs 6.5 Land Inventory 6.6 Housing Needs Assessment Document 6.7 Housing Constraints	6.8 Housing Goals, Policies, and Quantified Objectives 6.9 Administrative Draft Housing Element 6.10 Public Review Draft Housing Element 6.11 Adopted Final Housing Element 6.12 Housing Element CEQA 6.13 HCD Review 6.14 Land Inventory GIS Tracking Tool
Task 7: General Plan	
7.1 General Plan Outreach Strategy 7.2 General Plan Outline and Format	7.3 Administrative Draft General Plan 7.4 Second Administrative Draft General Plan 7.5 Draft General Plan
Task 8: General Plan EIR	
8.1 Notice of Preparation and Scoping Session 8.2 2045 Horizon Year General Plan Projections 8.3 Thresholds of Significance Memorandum 8.4 EIR Introduction and Project Description 8.5 Setting, Impacts, and Mitigation Measures 8.6 Alternatives and CEQA-Required Findings	8.7 Administrative Draft EIR 8.8 Screencheck Draft EIR 8.9 Public Draft EIR and Notices 8.10 Administrative Final EIR 8.11 Screencheck Final EIR 8.12 Public Final EIR 8.13 Mitigation Monitoring or Reporting Program 8.14 Findings of Fact 8.15 Notice of Determination
Task 9: Adoption and Final Documents	
9.1 Certification and Adoption Hearings	9.2 Final General Plan and Online General Plan
Task 10: Ongoing Project Management	
10.1 TAC Coordination 10.2 Staff Meetings and Communication	10.3 Administrative Record

Task 1. Community Engagement and Citizens Advisory Committee Facilitation

Authentic and inclusive community engagement will be essential throughout the General Plan Update. To ensure that engagement is effective and subject to continuous improvement, a range of engagement tasks and approaches are presented so that we can deploy them flexibly in each step of the process and adapt as the process evolves.

1.1 Equity and Inclusion Plan

At the outset of the General Plan Update, PlaceWorks will draft an Equity and Inclusion Plan with concrete data and tasks to foster inclusive and equitable engagement throughout the project. This plan will include:

- Timeline for General Plan Update completion and anticipated major milestones
- Baseline data on and understanding of existing inequities and disparities in Livermore
- Explanation of why the General Plan deserves the time and energy of community members and explanation of how community input will be used in each phase

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- City objectives in engaging the community and key messages the General Plan team expect to share with the community
- Goals of major tasks or milestones: To inform, consult, involve, collaborate, or empower, based on the International Association for Public Participation (IAP2) "Spectrum of Public Participation"
- Constraints on public influence, such as legal or fiscal parameters that preclude the Council from taking actions that are illegal or exceed the City's resources
- Identification of under-represented communities, both in Livermore and community members who have not been heard from in past engagement and outreach efforts; PlaceWorks will utilize work from the Equity and Inclusion Subcommittee (and Housing subgroup) to inform this research; communities will be identified by demographics and geography
- Identification of barriers to participation, including language, location accessibility, digital accessibility, time of day, childcare, transportation, and historic mistrust, (income level and or employment status)and strategies to remove these barriers
- Multiple specific methods for engagement, both in person and virtual
- List of and contact information for a diverse range of community-based organization (CBO) partners with established relationships in under-represented communities
- Consultant, City staff, and CBO roles in engagement and communication, including communication and relationship-building as part of other City events and activities
- Methods for collecting and tracking demographic data about participants in the General Plan Update process
- Methods for reporting back to participants how their input is being used
- Ideas for capacity-building of individuals and CBOs to foster ongoing engagement in General Plan implementation and City decision-making after the General Plan is adopted

The equity and inclusion plan will be a living document that is refined and improved as we consult with community members and CBOs and learn what methods are and are not effective. We anticipate reviewing and refining the initial iteration of the equity and inclusion plan with community members, the City Council Equity and Inclusion Subcommittee (if still a convened Subcommittee), the Citizens Advisory Committee (CAC), and the City Council near the outset of the process. Prior to public review of the plan, PlaceWorks will prepare an administrative draft for City review and will incorporate comments into the public review draft plan.

1.2 Branding

PlaceWorks will develop a General Plan Update branding package, to include a project name, color palette, typography, and graphics that are appealing and accessible to the Livermore community. The branding will reflect values of diversity and inclusivity. This branding will then be used on the General Plan Update website, outreach materials, meeting materials, and ultimately the Plan itself, including text, tables, and figures. The branding package will be submitted to City staff for one round of review and comment before being finalized and deployed.

1.3 Documentary Art Project

PlaceWorks will coordinate closely with City staff to incorporate the work of one or more local artists and/or documentarians throughout the General Plan Update and in the final Plan (document) itself. The media and outcomes of the documentary art project will be determined in concert with the selected artist(s) and could include photographs, videos, and/or audio to be presented online only and/or exhibited in local museums, Downtown storefronts, or other physical venues. The goal of

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

the art project will be to highlight the rich diversity and shared humanity of Livermore's residents and how General Plan topics like housing, health, mobility, and equity affect their lives. Work generated through this effort will be subject to adopted City public art policies regarding editorial control, ownership, and other issues.

1.4 Citizens Advisory Committee Facilitation

Work on the General Plan Update will be informed by the CAC. The CAC will be a group of approximately 15 community members who represent the diversity of the Livermore community, including ranges in age, race, ethnicity, neighborhood, ability, living situation, employment, and advocacy. The PlaceWorks team and City staff will work together to educate and provide information to the CAC regarding the technical issues influencing the General Plan Update. The CAC will review and provide feedback on work products, serve as liaisons between the team and the community, and advise the team on effective outreach and engagement. The CAC is not a decision-making body; the City Council will be responsible for final direction regarding General Plan content and adoption of the General Plan.

PlaceWorks will draft a purpose statement, the document that identifies the CAC's role and purpose, for the CAC for City staff to review and finalize. This scope assumes that City staff and City Council will be responsible for forming the CAC.

PlaceWorks will prepare for and facilitate up to 30 meetings of the CAC over the course of the General Plan Update, approximately monthly, with some months off during intensive consultant and staff work periods. PlaceWorks will work with City staff at the initiation of each major task to develop an outreach strategy, including the number and topic of each CAC meeting within that phase, allowing for flexibility to adapt to requests from the CAC and to respond as issues arise, as appropriate. In consultation with City staff, PlaceWorks will complete the following prior to each meeting:

- Conduct a pre-meeting conference call with City staff to prepare for the meeting
- Prepare a meeting agenda, presentation, and other documents pertinent to agenda items (technical memos, reports etc) subject to review and approval by city staff
- Advertise the meeting through the General Plan website and email list

City staff will be responsible for the CAC public noticing requirements if required by the Brown Act.

PlaceWorks Principal in Charge and Project Manager will attend all meetings of the CAC that require PlaceWorks support. City staff may choose to hold informational or educational CAC meetings without PlaceWorks in attendance. PlaceWorks staff will support the CAC chair or co-chairs in facilitating CAC discussion and consensus-building. PlaceWorks will also provide technical support to the CAC as needed.

Following each meeting, PlaceWorks will prepare action minutes for review by City staff, post these to the website, and distribute them to the CAC at the following meeting.

1.5 Community Events

Newcomers to the planning process, non-English speakers, and others may be intimidated by large workshops and formal public hearings, while participants who are comfortable in these spaces and familiar with planning jargon continue to participate. Therefore, to encourage participation from the broadest possible spectrum of Livermore residents, General Plan Update input events will be held, where possible, as part of existing events, activities, and meetings that residents are already likely to attend. They will also be well-coordinated with other City engagement activities to reduce conflict and duplication. This scope includes PlaceWorks preparation of materials for and attendance at up to 12 community events to raise awareness about the General Plan Update and gather input. The timing of these events and the goals of engagement at each event will be determined in collaboration with City staff.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

These events can take one of several formats. Any events targeting the Spanish-speaking community will be conducted with one Spanish-speaking PlaceWorks staff and Spanish language materials. PlaceWorks will also provide written materials in additional languages as directed by City staff.

- Pop-up events are smaller, often outdoor events designed for a two-way flow of information between a facilitator and the public. These events occur in familiar, comfortable settings, and participants can choose how much time to spend engaging. Pop-up events might take place before or after worship services, social service locations, at culturally specific markets, or at larger community celebrations like the Livermore Rodeo, Hispanic Heritage Day, and the Farmers' Market. Pop-up events are typically designed to happen at or around a single table, with visuals, maps, and/or handheld surveys that simply and quickly convey concepts and allow easy and fun but still useful community input. Like workshops, pop-ups are face-to-face events that may be restricted due to public health concerns.
- At neighborhood or community organization meetings, the General Plan team would coordinate with the organizations to attend a regular meeting. Team members would offer a presentation and facilitated discussion, as well as additional information on opportunities for involvement.
- Self-guided open houses could be installed at the Library, City Hall, or other venues and could feature posters or other graphics to explain the project. These events can be up for days or weeks and allow people to explore the information at their own pace and without face-to-face contact. They are best for informing rather than gathering feedback or making decisions.
- Youth outreach could include art projects, youth-only, or youth-led workshops and small group discussions. These events are usually most effectively coordinated through local schools and/or recreation service providers. Teachers may make participation a requirement (e.g., for a high school social science class) or offer extra credit for students who participate.

1.6 Citywide Workshops

Although it is important to recognize that community workshops may not be a comfortable form of engagement for all residents, they remain a well-established tool for extended conversations and consensus building, and workshops have served past Livermore planning efforts well. Over the course of the project, we anticipate up to 6 in person community workshops. Workshops are opportunities to engage the public on different topics and in different neighborhoods, using a variety of interactive strategies. In order to provide maximum flexibility and convenience for community members, and to anticipate potential public health concerns, this task also includes up to 6 virtual workshops. Virtual workshops will likely be conducted using common tools such as Zoom and can also be broadcast over accessible platforms such as Facebook Live.

Preliminarily, we expect to hold workshops at four key points in the process: (1) to create the Vision; (2) to obtain input about the land use alternatives; (3) to present the preferred scenario; and (4) to present and receive comments on the Draft General Plan. The format of each workshop will be tailored to the relevant milestone. Workshops most often include a presentation of material, a question-and-answer period, and a small group breakout time for facilitated discussion and exercises. The PlaceWorks Principal-in-Charge will be the lead facilitator for all workshops. PlaceWorks will also provide up to three small group facilitators for each workshop, one of whom will be a Spanish speaker. Prior to the event, PlaceWorks will provide a facilitator training for City staff to support respectful and productive discussions.

To support equitable participation, PlaceWorks recommends that the City provide on-site childcare, water, and a healthy snack at each workshop, and that these be advertised prior to the event. PlaceWorks staff can bring food and supplies and can provide materials for the children's activity in addition to workshop materials.

PlaceWorks will also coordinate simultaneous interpretation and provide translation of all workshop materials into Spanish, as appropriate.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

1.7 Stakeholder Interviews

EPS will coordinate with the City to select a diverse roster of stakeholders representing various perspectives on economic development in Livermore and demographics. This group likely will include local employers, business leaders, real estate experts, community group representatives, Planning Commission, and City Council, as appropriate. The stakeholders will provide insight on opportunities and constraints and exploring potential economic development strategies. EPS will conduct up to 12 one-hour interviews, one-on-one or in groups, in person, during a two-day visit to Livermore, as well as by phone if needed.

1.8 Planning Commission and City Council Meetings

PlaceWorks will attend up to 12 meetings or study sessions of the City Council and/or Planning Commission, separate from the adoption hearings. We will also support City staff in preparing for interim status updates to the Council and Planning Commission that PlaceWorks does not attend. This task does not include research to respond to requests for information or memoranda addressing topics or tasks that are not part of the General Plan scope of work.

1.9 Community-Based Organization Coordination

PlaceWorks recommends that the City identify up to three local CBOs to partner with throughout the General Plan Update. The CBO will be compensated and could be part of the PlaceWorks contract or directly under contract to the City. Preliminarily, we anticipate that the role of the CBO would include supporting culturally targeted and/or multilingual outreach efforts; serving as "ambassadors" between the General Plan team and community members; vetting background data and technical analyses to ensure they reflect and are understandable by community members; and providing input on goals, policies, and actions. Ideally, the CBO should be experienced in outreach and program implementation in Livermore and should be based on or connected to specific under-represented neighborhoods or populations.

As part of identifying and selecting the CBO, City staff and PlaceWorks will work with the CBO to clearly define roles and responsibilities, commitments, capacity, timelines, and deliverables.

1.10 Support City Staff Outreach Efforts

City staff may conduct outreach without PlaceWorks' in-person participation. For example, staff may conduct additional CAC meetings, neighborhood meetings, or pop-up events; give interviews to local media outlets; create social media postings; and operate the Plan Van at various events and locations. This task will cover incidental support from PlaceWorks in preparing or updating materials and coordinating logistics. This task does not include attendance at these events. PlaceWorks staff will not operate the Plan Van.

1.11 Tribal Consultation

Archeo-Tec will assist City staff with tribal consultation consistent with Assembly Bill (AB) 52 and Senate Bill (SB) 18 by obtaining a list of current contact information for Native American groups and individuals with an interest in the city from the Native American Heritage Commission (NAHC). Archeo-Tec will assist in submitting draft SB 18 notification letters to identified groups and individuals, document any responses, and identify any critical path items that emerge during consultation. Archeo-Tec will track which tribes were notified and their responses to ensure compliance with AB 52 timelines. PlaceWorks and Archeo-Tec will also be available to provide support to the City in conducting any needed government-to-government consultation and responding to tribal requests.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

1.12 Website

PlaceWorks will create and maintain a website for the General Plan Update. The website will include basic information about the project, including an explanation of what a General Plan is, a description of the update process, project updates as major milestones are achieved, and links to other relevant City efforts and departments. PlaceWorks will prepare a mock-up of the website for City review and approval prior to building the website. PlaceWorks will share the draft website with the City and incorporate staff comments prior to making the website live.

The website will include information about community events, CAC meetings, and Planning Commission and City Council meetings on the General Plan Update. It will provide access to online surveys and interactive exercises. Public review draft documents will be posted in PDF format on the website and/or linked to as interactive Esri-based websites. PlaceWorks staff will be responsible for creating, managing, and updating the website, including PDF files made available for downloading while under contract with the City. This scope assumes approximately two hours per month for ongoing updates and website posts; it does not include significant redesign or restructuring of the website after it is launched. Upon completion of the project, PlaceWorks will transfer management of the website to the City.

1.13 Online Engagement

As a complement to physical materials and face-to-face outreach, PlaceWorks will use a range of proprietary and off-the-shelf tools to engage community members using digital technology to enable people to participate in the General Plan Update process whenever it is convenient for them. The digital engagement strategy will include a range of tools, including online surveys, prioritization exercises, map-based tools, and other approaches, at up to five key points in the process. Online engagement campaigns will most likely be timed prior to, during, and following community workshops. These tools will provide transparency and connect the Livermore community to the update process without constraints on the time, place, or method of public input. PlaceWorks will develop up to four individual online engagement tools. Online engagement tools will be accessible by mobile phone and address digital barriers identified in the Equity and Inclusion Plan.

1.14 Translation

PlaceWorks will prepare meeting notices, meeting materials, the project website, and other written materials as appropriate, in both English and Spanish, as well as additional languages including Simplified Chinese and Farsi, if needed. Community workshops facilitated in English will offer translation services and some workshops, meetings, and events, will be conducted exclusively in Spanish, with English translation available. PlaceWorks and City staff who are fluent in Spanish will work with professional interpreters to provide translation during meetings and workshops. This task does not anticipate the full translation of major work products such as the General Plan itself. This scope of work includes $9,000 for the translation of written materials.

Task 2. Visioning

One of the first tasks for the General Plan Update will be to articulate a new vision for inclusion in the General Plan Update. This vision should be no more than two pages long, and it should capture all of the key issues already identified through the visioning community engagement process with equity and justice at the core.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

2.1 Visioning Outreach Strategy

At the outset of the visioning task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy to ensure that the vision is based on broad and robust community engagement. The outreach strategy will specify which of the CAC meetings, Community Events, Citywide Workshops, and Planning Commission and City Council meetings described in Task 1 will occur during this task. The goals of the visioning outreach strategy will be to:

- Identify key issues the community would like the General Plan Update to address.
- Understand the community's goals and aspirations for Livermore and how they envision Livermore in 2045.
- Build interest and support for the General Plan Update during these initial outreach meetings of the project.

PlaceWorks will prepare an administrative and final draft of the visioning outreach strategy.

2.2 Communitywide Visioning Survey

FM3 Research will develop and implement a communitywide, statistically valid survey to get feedback on the key issues the General Plan should address and ask the community about the qualities and characteristics Livermore should embody in 2045. FM3 will review the National Community Survey (NCS™) and other recent and ongoing City surveys to avoid redundancy in questions. The PlaceWorks team will submit a draft and screencheck version of the survey for City review and comment prior to the release of the survey. The survey will be conducted via telephone and through an online survey form in English and Spanish. The survey sample size will include 400 respondents (margin of error +/- 4.9 percent), representative of the City's four Council districts OR the same five subareas used in the NCS™: central, northeast, northwest, southeast, and southwest. In addition, FM3 will establish demographic quotas that match the adult population of Livermore based on the most recent Census or American Community Survey (ACS) data. The City will provide FM3 with the list of residential addresses, which will include the unit numbers for multi-unit buildings. FM3 will provide the following upon completion of the survey:

- A questionnaire with the topline results of the survey for easy reference.
- A complete set of crosstabs in an easy-to-read, comprehensive format.
- Verbatim responses to any open-ended questions.
- A complete analysis of survey results in PowerPoint.
- A presentation of the survey results.

2.3 Draft General Plan Vision Statement

PlaceWorks will draft a Vision Statement for inclusion in the General Plan Update, which will be based on the ideas articulated through the communitywide visioning survey and public engagement process. PlaceWorks will prepare an administrative, screencheck, and final Draft Vision Statement.

2.4 Final General Plan Vision Statement

PlaceWorks will incorporate the feedback from the CAC and Planning Commission and City Council direction into the Final General Plan Vision Statement.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Task 3. Research and Analysis

In this task, the PlaceWorks team will conduct research and analysis that will inform the community discussion of key issues and the environmental analysis of the General Plan Update.

3.1 Existing Conditions Reports

The PlaceWorks team will use recent environmental documents prepared by the City, as well as limited new reconnaissance, to provide a key understanding of the existing conditions in Livermore. PlaceWorks will prepare administrative, screencheck and public review drafts of these reports including technical appendices. Topics to be addressed include:

- Aesthetics. PlaceWorks will describe the physical form of development in Livermore and the unique design characteristics of development in different areas of the community.
- Agriculture and Forestry Resources. PlaceWorks will document existing agricultural and forestry resources including potential agricultural pests and diseases that could become more prevalent because of climate change.
- Air Quality and Greenhouse Gas Emissions.. PlaceWorks will describe the existing air quality setting, including greenhouse gas (GHG) emissions inventory in Livermore. The GHG emissions setting will include a summary of the City's baseline and current year inventories and a summary of the City's climate action effort, as presented in the updated Climate Action Plan. PlaceWorks will update past inventories as needed to include new data prepared for this General Plan Update, including updated vehicle-miles of travel (VMT), emissions factors, land use changes, and sequestration benefits.
- Climate Change and Resilience. PlaceWorks will describe the regulatory framework aimed at reducing the impacts of climate change and discuss the potential effects climate change could have on the General Plan. PlaceWorks will also review the Vulnerability Assessment from the Climate Action Plan (CAP) and Tri-Valley Hazard Mitigation Plan and update the analysis as needed.
- Biological Resources. WRA, Inc. will describe biological and wetland resources in the planning area. The report will provide information on vegetation types, wildlife habitat, potential for special-status species and jurisdictional wetlands, and any other important biotic features.
- Circulation. Kittelson will describe the existing circulation system in Livermore, including existing (2021) traffic volumes and intersection level of service (LOS), transit systems, and existing and planned bicycle and pedestrian systems. As part of this report, Kittelson will compile available intersection turn-movement and street segment counts, freeway and ramp traffic counts from the California Department of Transportation (Caltrans), and planned and proposed transportation improvements. Kittelson will collect up to 45 intersection traffic counts (AM and PM two-hour peak periods) and 40 automatic street segment counts (48-hour) during fall of 2021 (or when it is determined that traffic levels return to pre-COVID levels). Approximately half of the intersection counts will also include directional bicycle and pedestrian counts. Kittelson will summarize the count data and compare to prior traffic counts, and coordinate with City staff to determine if adjustment factors need to be applied to the 2021 counts to represent more "typical" traffic conditions. Kittelson will also compile crash data to identify priority locations for vehicle, bicycle, and pedestrian safety issues. As part of this task, Kittelson will update or develop a citywide intersection analysis tool (Synchro or Vistro software) to evaluate AM and PM peak-hour traffic operations at up to 45 study intersections. Signal timing information will be obtained from the City or Caltrans, as appropriate. Kittelson will conduct field review of peak-hour intersection operations to identify queuing or other issues that may require adjustments to the standard Highway Capacity Manual analysis methods. The existing intersection operations results will be reported and verified with City staff to ensure that they are representative of observed conditions.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Cultural Resources and Tribal Cultural Resources. GPA Consulting and Archeo-Tec will describe existing known archaeological and historic built resources and will describe these resources using the categories established in the Historic Context Statement, tribal cultural resources, and other cultural resources.
- Geology and Soils. PlaceWorks will describe potential geological hazards, including earthquake faults, groundshaking, liquefaction, landslides, and erosion.
- Hazards and Hazardous Materials. PlaceWorks will describe hazardous materials sites listed on federal, state, and local regulatory agency databases in the city and describe hazards associated with these sites. This section will also address safety hazards related to aviation activities associated with the city's airport, and emergency preparedness.
- Hydrology and Water Quality. PlaceWorks will describe existing hydrology and water quality conditions, including the hydrologic setting, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards.
- Land Use and Planning and Environmental Justice. PlaceWorks will document existing land uses and describe plans and regulations that govern land use decisions. This chapter will also explain the new requirements for General Plans to address environmental justice under SB 1000 and introduce topics such as pollution exposure, air quality, public facilities, food access, safe and sanitary homes, physical activity, civil engagement, and infrastructure investments. It will also show preliminary maps of disadvantaged communities relative to the Livermore context and discuss exposure levels to pollution sources. The boundaries of these communities are likely to be revised over the course of the project based on ongoing research and public input.
- Noise and Vibration. PlaceWorks will describe the existing noise setting and sources in Livermore.
- Equity and Community Health. PlaceWorks will describe the vulnerable populations in Livermore including children, seniors, seniors living alone, cost-burdened households, overcrowded households, homeless people, low-income households, households in poverty, disabled people, non-English speakers, people without a car, and outdoor workers. In addition, PlaceWorks will describe the current community health statistics, discuss active transportation options, and address the age-friendliness of the city, including factors that influence the health and quality of life of older adults.
- Public Services and Recreation. PlaceWorks will describe public services, including fire and emergency medical services, police services, schools, libraries, the airport, as well existing park and recreation facilities like the Las Positas Golf Course.
- Utilities and Service Systems. BKF will assess the capacity of and condition of the local water supply and distribution, wastewater conveyance and treatment, and storm drainage systems based on the latest available information. Existing conditions information will include narrative descriptions of capacity and potential deficiencies, as well as tabular summaries of infrastructure capacity and needs. BKF will contact any outside agencies and school districts to document their assessment of infrastructure related to the City's General Plan Update effort.
- Wildfire. PlaceWorks will describe wildfire risk to Livermore, identifying exacerbated risks from changes to the natural landscape and infrastructure. This section will summarize the recommendations from the Tri Valley Hazard Mitigation Plan as it relates to wildfire and identify conflicts with existing California and local emergency response plans and emergency evacuation plans and assess vulnerable populations at higher wildfire risk as a result of runoff, poor air quality, post-fire slope instability, or drainage issues.

3.2 Baseline Economic and Market Trends

EPS will assess the underlying economic and market context for the Livermore General Plan Update. The technical analysis will cover key demographic, economic, and real estate factors affecting Livermore and its role in the Tri-Valley and the broader region. The goal will be to identify the strengths of the local economy, key competitive attributes and positioning, and challenges and opportunities influencing sustainable long-term growth that might be addressed by the General Plan Update. As part of this analysis, EPS will evaluate:

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Socioeconomic trends
- Major economic drivers and business trends
- Real estate market trends

EPS will synthesize the City's primary economic strengths, weaknesses, opportunities, and threats (i.e., SWOT assessment). This effort will organize the City's economic context and local stakeholder input to identify relevant economic development considerations. The SWOT review will offer a digestible overview of economic development potential and will guide both the creation of the land use alternatives and the development of goals, policies, and actions.

EPS will prepare an administrative, screencheck, and public review draft of the Baseline and Economic Market Trends report.

3.3 Real Estate Development Feasibility Assessment

EPS will test the financial feasibility of up to five distinct real estate development prototypes in Livermore to identify uses that are likely to be developed during the life of the General Plan, as well as uses that may represent more aspirational or longer-term opportunities. Feasibility testing will rely on a static (i.e., stabilized year) financial pro forma financial model that considers the potential value of the prototype relative to its development cost. The analysis will provide a high-level screening of land use types to focus the alternatives creation in Task 4 on those land uses that are most likely to be realistic. EPS will rely on the City to provide key data concerning development permitting costs, applicable fees, and connection charges.

If the analysis finds that particular development protypes sought by the community are found to be marginally infeasible, EPS will identify potential strategies for addressing the value shortfall as part of the fiscal evaluation of the preferred scenario.

EPS will prepare an administrative, screencheck, and public review draft of the Real Estate Development Feasibility Assessment report.

3.4 Existing Conditions Executive Summary and Online Story Map

PlaceWorks will create an Executive Summary of the existing conditions information that will have land use and policy implications for the General Plan Update. PlaceWorks will create a graphic-rich document that distills the information in an easy-to-understand format, such as a poster or booklet. PlaceWorks will prepare an administrative, screencheck, and final draft Executive Summary.

PlaceWorks will also prepare an online version of the Executive Summary. This web-based application will present the content of the Executive Summary through interactive text, maps, and graphics.

3.5 General Plan Legislative Audit

The City of Livermore's General Plan was last comprehensively updated in 2004. Since that time, California has adopted several laws that affect content and process for general plans. The City has adopted some targeted updates to some of the General Plan elements since they were originally adopted, so some State mandates have been fulfilled.

PlaceWorks will review the City's current General Plan in light of applicable State legislation and prepare a memorandum identifying updates needed to bring the General Plan into conformance with current law. PlaceWorks will also prepare a summary matrix of this analysis that identifies the legislative requirement and what update will be required to the General

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Plan. PlaceWorks will prepare an administrative, screencheck, and final draft of the General Plan Legislative Audit memorandum.

Task 4. Land Use Alternatives

In this task, the team will develop land use alternatives for specific focus areas within Livermore to explore potential changes to the General Plan land use map. We understand that, for many parts of Livermore, the General Plan land use designations remain valid and appropriate and are not expected to change substantially. This task will focus on targeted areas where transformation is expected or desired.

4.1 Alternatives Outreach Strategy

At the outset of the alternatives task, PlaceWorks will work closely with City staff and the CAC to draft and refine an outreach strategy covering community engagement throughout the land use alternatives creation and evaluation process, including supporting materials. The two major community decision points during this task will be:

- Reviewing the draft land use alternatives
- Reviewing the alternatives evaluation findings and crafting the preferred scenario

PlaceWorks will prepare an administrative and final draft of the land use alternatives outreach strategy.

4.2 Confirm Focus Areas

The PlaceWorks team will work with City staff to identify targeted areas of Livermore that are most likely to change over the life of the General Plan, where there are a range of possible desired futures and where current General Plan designations do not accurately reflect desired future uses.

Preliminarily, City staff has identified the following potential focus areas for the land use alternatives:

- East of Greenville Road
- South Front Valley Link Station Area
- BART-owned properties north of Interstate 580 near Greenville Road

It is possible that these areas will be modified or additional focus areas will be identified over the course of the project. This scope and cost can accommodate up to six clearly defined focus areas. Based on discussions with City staff, PlaceWorks will prepare a map of the focus areas for staff review and approval.

4.3 Property Owner Meetings

PlaceWorks will prepare for and facilitate up to three meetings of property owners and other interested parties within the focus areas to discuss their visions for their property to inform our development of land use alternatives. This task assumes that City staff will coordinate direct outreach to stakeholders and meeting logistics.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

4.4 Draft Land Use Alternatives

The PlaceWorks team will create three parcel-based land use alternatives for each delineated focus area that explore different possible types, locations, and intensities of development. Each alternative will include a land use map and a table with estimated population, housing units (single-family and multifamily), and square footage of non-residential development. These alternatives may use the current General Plan land use designations or a simplified set of categories.

All alternatives will be consistent with the Vision developed in Task 2 and will reflect community ideas generated from the survey in Task 1. Alternatives will also be consistent with adopted or ongoing City efforts, such as the Active Transportation Plan (ATP) and the Climate Action Plan (CAP) and with external parameters, such as the Regional Housing Needs Allocation (RHNA).

Placeworks will complete one round of review based on City staff comments to prepare screencheck alternatives. City staff will review and provide a single set of consolidated comments on the screencheck alternatives. We will then share the draft land use alternatives with the community, the CAC, Planning Commission, City Council, and on the website and at a series of public events to refine and confirm the alternatives before proceeding with the analysis.

4.5 Alternatives Evaluation

PlaceWorks will prepare an evaluation of the relative performance, strengths, and weaknesses of the land use alternatives. The alternatives evaluation will be presented in a highly graphic format so that the reader can easily interpret the tradeoffs between the alternatives. This analysis will qualitatively address the potential effects each alternative could have regarding:

- Climate change and resilience
- Public safety from flooding and fires
- Equity
- Parks and other City assets
- Housing supply
- Student generation and school capacity
- Open space preservation and biological resources
- Historic resources
- Scenic corridor analysis
- Aesthetics and urban design: This evaluation will include preparation of up to two birds-eye view visual simulations to illustrate potential development for each of the focus areas under each of the three alternatives. The visual simulations will be drawn from an elevation of 1,200 feet unless the focus area is within a drone restricted area in which case the elevation will be from 400 feet. The visual simulation can capture a small group of buildings with landscaping and architectural details, or a larger area with less detail.

PlaceWorks will prepare an administrative, screencheck and public review draft of the alternatives evaluation report, as well as an online Executive Summary using the Esri StoryMaps tool. The results of the alternatives evaluation will be shared on the website and with the community, the CAC, Planning Commission, and City Council, and at a series of public events to inform deliberation on a preferred scenario for each focus area. This preferred scenario may be one of the three alternatives, a combination of components of the alternatives, or a new alternative created through the public process.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

EPS will provide a quantitative comparison of net annual impacts of the three land use alternatives on the Livermore General Fund, considering General Fund revenues and costs. EPS will rely on City budget documents, interviews with major City departments (e.g., Police, Public Works), and well-accepted budget estimating techniques. EPS will develop a static fiscal impact model to compare horizon year General Fund revenues and public service costs for the three land use alternatives. This analysis will be presented for overall Citywide development, not for each Focus Area. BKF will provide planning-level estimates of the cost differentials among the alternatives for backbone infrastructure.

Kittelson will prepare transportation forecasts and assessments for the three alternatives. Regional-level transportation forecasts will use the updated Livermore travel model and will consider land use changes as well as potential changes in streets, transit service, bicycle and pedestrian facilities, and Valley Link Rail. The outputs will be evaluated in terms of total system person-hours and delay, segment-level volume-to-capacity, mode shares by city subareas, and VMT. Kittelson will use regional and local segment forecasts to evaluate the three alternatives to assist the team with identification of a preferred alternative.

BKF will analyze water supply and distribution, wastewater treatment and conveyance, or storm runoff system capacity issues or system deficiencies.

4.6 Preferred Scenario Creation

Based on the outcomes of the community engagement process and Council direction, PlaceWorks will create a draft of the preferred scenario that reflects input from the public, CAC, Planning Commission, City Council, and City staff. PlaceWorks will prepare an administrative draft preferred scenario and incorporate City comments into the final preferred scenario. The preferred scenario will include a land use map for each of the focus areas, as well as tables showing projected development through the General Plan horizon of 2045. The preferred scenario will become the basis for the updated General Plan land use map and the quantitative analyses in the General Plan EIR.

4.7 Preferred Scenario Implementation

This task includes important analyses to understand infrastructure improvements needed to implement the preferred scenario. EPS will provide a fiscal impact analysis of the preferred scenario and Kittelson will analyze intersection impacts of the preferred scenario. The results of these analyses will be summarized in two separate memoranda. The PlaceWorks team will prepare an administrative, screencheck, and final draft of each memorandum.

a. Intersection Analysis

Kittelson will apply the intersection analysis tool to the preferred alternative for the future horizon year scenario and will identify specific issues at study intersections. Kittelson will also assess the future year circulation network for deficiencies relative to both current standards and new standards considered during the General Plan Update process.

b. Fiscal Analysis

EPS will provide a quantitative comparison of net annual impacts of the preferred scenario on the Livermore General Fund, considering General Fund revenues and costs, using the same approach as the comparison in the land use alternatives evaluation.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

c. Financing for Infrastructure, Facilities, and Programs

EPS will provide an assessment of the financing tools and policies available to the City to finance the public costs articulated in the preferred scenario. EPS will consider expected infrastructure costs with potential revenue sources, appropriate for the type of infrastructure investment sought. EPS will explore funding sources, including:

- Public-private joint development opportunities for shared infrastructure;
- Funding pathways, as identified by HIPinvestors, to implement the CAP measures;
- Funding recommendations from the Asset Management Program;
- Development impact fees;
- Value-capture techniques to convert fiscal benefits into financing tools;
- Districts (such as CFDs, EIFDs, or CRIA) for financing public improvements or facilities;
- Cost allocation strategies for required off-site improvements or facilities; and
- Other financial and fiscal measures or mitigation strategies to cover any fiscal deficits.

This analysis will present the key considerations for funding sources and financing mechanisms that fall under these four categories:

1. Development-Based Funding
2. Land-Secured Funding and Financing
3. City Funding and Financing
4. State and Federal Programs

While EPS will make recommendations concerning sources and uses alignment, this scope does not include quantifying revenue that may be generated by each funding and financing source.

4.8 Transportation Impact Analysis Guidelines

This optional task will assist the City of Livermore with the establishment of transportation impact analysis (TIA) guidelines including methodologies and thresholds for evaluation of vehicle miles of travel (VMT) in accordance with SB 743.

Scoping. As a first step, Kittelson would meet with City staff and other stakeholders to determine the priorities for the consultant assistance. Issues to be discussed include:

- Roles for consultant assistance versus City staff, including levels of consultant deliverables (for example, full reports versus inputs to city documents).
- What are appropriate thresholds for Livermore relative to other jurisdictions in Alameda County?
- How should the City consider land use types that are different than the basic residential, office and retail land uses described in the Office of Planning and Research (OPR) Technical Advisory?
- Which projects can screen out for VMT based on size, proximity to transit or other criteria recommended by OPR?
- Are static tools (maps, spreadsheets) acceptable, or does the City want more interactive web-based tools?
- When should a travel demand model be used to assess VMT changes versus more accessible tools?
- What types of traffic operations analysis would still be appropriate to ensure safe access and operations within and near the proposed projects?

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

The scoping would include up to two meetings (teleconference) and a summary memorandum.

Establish Thresholds. Thresholds for VMT evaluation will be established for several project types:

- Residential development
- Office development
- Retail development
- Other development types
- Other City infrastructure projects (road, bicycle, parking, etc.)

For Livermore, the potential "region" for comparison could be Alameda County, the East Planning Area of Alameda County, or the nine county Bay Area region. Kittelson would provide potential VMT per capita and VMT per employee thresholds based on these three regions for comparison.

Screening Criteria. In its Technical Advisory, OPR provides suggestions that jurisdictions can utilize to screen out or exempt projects from undergoing CEQA VMT analysis. Kittelson will provide recommended screening criteria for the following categories:

- Small projects
- Provision of affordable housing
- Local-serving retail
- High-quality transit
- Map-based screening

Kittelson will review and summarize the screening criteria used by nearby agencies and similarly sized Bay Area agencies for comparison.

VMT Mitigation. The most relevant VMT mitigation measures for land use development projects will be summarized. The VMT mitigation research and tools being coordinated by the Alameda County Transportation Commission (CTC) will be referenced and incorporated as much as possible. For project-specific characteristics, a set of adjustment factors may be developed based on research (such as the CAPCOA report "Quantifying Greenhouse Gas Mitigation Measures") or factors used by other jurisdictions.

Non-CEQA Analysis. While VMT will be the primary CEQA environmental impact analysis criterion, Livermore may choose to require other types of non-CEQA analysis to ensure that development projects conform to city policies and standards. These could include:

- Operations analysis for streets directly accessing the project site (queuing, signal warrants, etc.)
- Non-auto evaluation including transit, bicycles, pedestrians
- Safety evaluation
- Parking requirements
- Construction impacts

The guidelines would be based on best practices from other agencies combined with specific needs of development areas in Livermore.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Transportation Impact Analysis (TIA) Guidelines. Kittelson will prepare a draft TIA Guidelines memorandum including both CEQA and non-CEQA elements. Kittelson will respond to one set of City comments on the draft guidelines and provide a final TIA Guidelines memorandum.

Task 5. Policy Development and Evaluation

The PlaceWorks team will develop a series of policy options for community consideration. These policy options will be assessed by the CAC and reviewed by the Planning Commission and City Council.

5.1 Policy Development Outreach Strategy

At the outset of the policy development task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy. PlaceWorks anticipates the policy outreach process will be focused on working with the CAC who will meet on a monthly or bimonthly basis to review and refine the policy options. The community will be encouraged to attend these meetings and provide feedback during the public comment periods. The results of the CAC discussions will be presented to the Planning Commission for review and City Council for direction. PlaceWorks does not anticipate holding community workshops or other events to review the policy options. PlaceWorks will prepare an administrative and final draft of the policy development outreach strategy.

5.2 Existing General Plan Policy Matrix

PlaceWorks will combine the City's existing goals, objectives, policies, and actions into a consolidated matrix to assist in evaluation and direction by City staff. Working with the evaluation matrix, we will identify current General Plan goals, objectives, policies, and actions that:

- Remain relevant;
- Have been accomplished;
- Should be moved to other plans or ordinances; and/or
- Should be modified or deleted.

City staff will then be responsible for conducting a thorough review of the policy matrix and using their familiarity with the General Plan to identify problematic or unclear policies, organization that is confusing, or other issues that the General Plan Update should resolve.

Based on City staff direction, PlaceWorks will propose solutions to resolve issues relating to format, organization, clarity, policy gaps, redundancies, new State requirements or guidance for General Plans, and other related concerns. Together with staff, PlaceWorks will identify which policy topics are most pressing to bring to the CAC, Planning Commission, and City Council for consideration, and which others can likely be addressed at the staff/consultant team level.

5.3 Policy Options and Recommendations

PlaceWorks will facilitate discussions with the CAC, Planning Commission, City Council, and the community about new and expanded policy topics. All policy discussions will remain at a high level and avoid delving into specific policy wording.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

For policy topics that will be reviewed and drafted at the staff level, PlaceWorks will prepare a memorandum outlining policy options to address each topic. PlaceWorks will provide insight on the effects of potential policy changes across City departments and operations.

For policy topics that will be reviewed with the CAC, PlaceWorks will facilitate meetings with the CAC to obtain input on preferred policy approaches. The CAC recommendations will be presented to the Planning Commission for review and comment and to the City Council for final direction.

The PlaceWorks team will prepare an administrative, screencheck and public review drafts of the policy options and recommendations.

PlaceWorks will facilitate policy discussions on the following policy topics, subject to change at the direction of City Council:

- **Equity, Land Use, and Public Health.** Policy discussions will address topics such as age-friendliness, health, environmental justice, equity, and disadvantaged communities, and potential changes to land use designations.
- **Climate Change, Resilience, and Sustainability.** Policy discussions will consider citywide land use and transportation connections and how they can achieve a more sustainable land use pattern and jobs/housing match in support of the concepts in Plan Bay Area 2050 and SB 375, reduction in use of resources that result in increased natural resource protection, reduction of GHG emissions, and opportunities to increase the City and community's resiliency to climate change effects. Policy discussions will also provide options to establish a better framework for the City's updated CAP.
- **Circulation.** In accordance with SB 743 and SB 932, Kittelson will consider options for transportation metrics, Safe Systems approaches, bicycle and pedestrian improvements, and traffic calming. Policy discussions will also examine the implications of emerging transportation technologies, ridesharing, and micromobility services (e.g., e-bikes and electronic scooters) and identify approaches to more fully integrate philosophies of AB 1358 (Complete Streets) and concepts from the Livermore *Bicycle, Pedestrian & Trails Active Transportation Plan*. Parking policy will be considered in the Circulation and Land Use Elements in light of AB 2097 prohibiting parking minimums near transit and other City goals and objectives.
- **Economy.** EPS will address economic development, including business attraction and retention, targeted industries, and industrial land supply, along with the City's fiscal health.
- **Housing.** Policy discussions will address topics such as homelessness, affordable housing, fair housing, accessory dwelling units, and multi-family housing.
- **Hazards and Safety.** In accordance with SB 379 (climate adaptation and resiliency strategies), policy discussions will address climate vulnerability. PlaceWorks will also consider policies to integrate the 2018 *Tri-Valley Local Hazard Mitigation Plan*, as required by AB 2140. Policy options shall also address fire hazards, in accordance with SB 1241.
- **Community Health and Well-Being.** Based on the analysis of disadvantaged communities in Task 3.2, PlaceWorks will preliminarily identify and map environmental justice (EJ) communities for vetting by City staff and the community. PlaceWorks will prepare policy options to reduce the unique and compounded health risks and prioritize improvements in EJ communities and increase access to resources and amenities.
- **Arts and Culture**. PlaceWorks will prepare policy options for supporting arts organizations and expanding arts programming in public spaces.
- **Natural and Cultural Resources.** PlaceWorks, GPA Consulting, WRA, and Archeo-Tec will address agricultural, renewable energy, historic, cultural, and ecological resources, including equitable access to open space and opportunities for rewilding as called for in SB 1425.
- **Infrastructure and Services.** PlaceWorks will prepare policy options for public services, recreation, infrastructure financing, asset management, and water supply, including recommendations to support groundwater sustainability, in accordance with AB 1739 (groundwater management).

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- **Open Space, Agriculture, and Scenic Corridors.** Policy discussions will address topics such as open space and agricultural preservation and preservation of scenic corridors.

5.4 Draft Goals, Policies, and Actions

Before compiling the full Administrative Draft General Plan, PlaceWorks will prepare a complete set of draft goals, objectives, policies, and actions for City staff review. The draft goals, objectives, policies, and actions will respond to the policy direction obtained in Task 5.3 taking the next step to identify the specific organization and wording that will be used in the General Plan. PlaceWorks will submit a complete set of draft goals, objectives, policies, and actions to the City; after City staff review. Following staff review, PlaceWorks will incorporate the revised set of goals, objectives, policies, and actions into the Administrative Draft General Plan in Task 7.3.

5.5 Land Use Map Update

PlaceWorks will review the current General Plan land use map with City staff and identify any parcels or areas for which land use designations should be updated to reflect minor land use changes, such as to bring outdated land use designations into consistency with built or approved projects, delete land use designations that are no longer used, or respond to individual landowner requests that do not require extensive public discussion.

PlaceWorks will work closely with City staff to understand how existing land use designations are falling short in reflecting and affecting conditions on the ground.

PlaceWorks will also conduct an analysis to ensure that the General Plan land use map is consistent with the Livermore Executive Airport 2012 *Airport Land Use Compatibility Plan*.

The outcome of this task will be an updated land use map and a first draft of revised land use designation descriptions.

Task 6. Housing Element and CEQA

6.1 Housing Element Project Management and Initiation

PlaceWorks will communicate with Livermore staff via phone and email throughout the project. We will:

1. Provide monthly email progress reports to the l City staff and a monthly meeting with each City staff during the process.
2. Provide and maintain an Internet-based folder for all project materials accessible to City staff and consultants.

PlaceWorks will prepare for and attend a virtual kick-off meeting with the City to exchange information and initiate work. At the meeting, we will:

- Determine staff contact protocol.
- Review the scope of work and schedule.
- Review Housing Element legal requirements and California Department of Housing and Community Development (HCD) practices.
- Identify stakeholders.
- Provide a list of data needs.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Provide recommendations on format and organization of the 2023–2031 Housing Element document based on the existing 2015–2023 Housing Element, input from City staff at the kickoff meeting, and best practices taken from other Housing Elements.

6.2 Housing Element Outreach

PlaceWorks will conduct stakeholder and service provider consultations with organizations representing different socio-economic members of the region to identify housing needs. We will work with the City to develop a comprehensive list of organizations throughout the region, which will likely include fair housing organizations, affordable housing providers, social service providers, community group representatives, and the Housing subgroup of the Equity and Inclusion Committee. The list must include organizations serving low-income families, people experiencing homelessness, and Spanish-speaking community members. PlaceWorks will conduct at least 6 phone surveys with stakeholders to discuss the issues and housing-related needs of their constituents and potentially conduct an email survey as well.

PlaceWorks also proposes:

- One to three meetings with the CAC, as listed in Task 1.4, pending other CAC meeting t
- One Planning Commission Study Session and/or City Council Study Session to discuss the new state laws and solicit input on site selection (if necessary) and other approaches to meeting the RHNA. This can also be done as a joint meeting.
- Four public hearings. One hearing each with the Planning Commission and the City Council to present the Draft Housing Element prior to submitting the Housing Element to HCD and then one public hearing to the Planning Commission to recommend adoption and one public hearing to the City Council for adoption of the Housing Element and associated documents.
- Partner with Community Based Organizations described in Task 1.9 to solicit community input on the Housing Element.
- Community events described in Task 1.5 will obtain input on the Housing Element, including events conducted in Spanish. Virtual events will utilize accessible formats that bridge the digital divide, such as mobile phone and Facebook Live.

6.3 Document Review

PlaceWorks will review documents relevant to the Housing Element Update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- 2015–2023 Housing Element
- All past communication with HCD, including any findings letters
- General Plan
- Housing Element annual progress reports
- Zoning code
- Any other applicable programs and ordinances

6.4 Review of Previous Housing Element Programs

PlaceWorks will work closely with Livermore to determine the status, effectiveness, and appropriateness of the 2015–2023 housing programs. We will gather and document all available information regarding specific accomplishments. We will

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft Housing Element and used as a basis for program revisions for the remainder of the planning period. PlaceWorks will send the review matrix to Livermore to provide input before including it in the Administrative Draft Housing Element.

6.5 Land Inventory

The City currently has a draft RHNA of 4,570 units, which is a substantial increase from 2,729 units assigned in the fifth cycle 2015-2023 planning period. PlaceWorks will take the following steps to prepare an updated land inventory and ensure that there is a surplus of sites so there are no concerns about a no-net-loss situation. This work will be incorporated in the Administrative Draft Needs Analysis chapter.

a. Housing Parcel Identification Analysis

PlaceWorks realizes that identifying adequate sites can be a large undertaking. We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new state law requirements, including, but not limited to, the following:

- Additional analysis for sites smaller than one-half acre, larger than 10 acres
- Additional analysis for underutilized sites
- Identify sites included in the past two Housing Element cycles that are now required to allow affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

Based on our initial conversations with City staff, PlaceWorks assumes the City will not need to identify sites to rezone to meet any RHNA shortfall. If this situation changes, we will work with the City to identify candidate sites and coordinate with our General Plan and environmental team to evaluate these sites.

For this task, our approach is as follows:

- **Incorporate the Regional Housing Needs Allocation** prepared by the Association of Bay Area Governments (ABAG) for the 2023-2031 cycle.
- **Document potential sites.** We will prepare an inventory, map, and analysis clearly illustrating Livermore's capacity to accommodate the new RHNA. In keeping with State law, PlaceWorks will document the realistic development capacity of each site and prepare a map showing all identified sites.
- **Investigate alternative RHNA credits.** This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.
- **Ensure sites affirmatively further fair housing.** We will work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

b. Underutilized Sites Analysis

PlaceWorks will complete an analysis of nonvacant sites to potentially address a portion of the RHNA. As part of this analysis, we will analyze the realistic development potential within the planning period by considering the extent that a nonvacant site's existing use impedes additional residential development, Livermore's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

c. Demonstrate Feasibility of Infill and Densities Less Than 30 du/acre

To demonstrate the feasibility of infill sites and densities less than 30 dwelling units per acre (du/acre), PlaceWorks will review similarly situated built projects in Livermore and the neighboring communities, calling local developers, and reviewing proformas submitted to the City to infer development feasibility.

d. Infrastructure Analysis

PlaceWorks will work to determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. We will work with the General Plan team to review existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites to accommodate the RHNA.

e. Financial and Programmatic Resources.

PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

f. Electronic Housing Element Site Inventory Form

Pursuant to SB 6 (Chapter 667, Statutes of 2019), for a Housing Element adopted on or after January 1, 2021, an electronic copy of the final inventory of the land inventory parcels using HCD-approved Excel spreadsheets must be prepared and submitted to HCD with the Housing Element. PlaceWorks will submit Livermore's final electronic Housing Element site inventory form to HCD upon adoption of the Housing Element.

g. Fair Housing Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. PlaceWorks will prepare an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee/HCD Opportunity Maps will be included and are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the City and meaningful actions to overcome geographic disparities.

6.6 Housing Needs Assessment Document

PlaceWorks will create a housing needs analysis document pursuant to Government Code Section 65583 with data from the HCD pre-approved data packet, 2010 (or 2020 if available) U.S. Census data, ACS data, the HCD approved ABAG data packet, and other relevant sources. PlaceWorks will coordinate with staff to evaluate housing conditions using state-approved criteria. This work will be incorporated in the Administrative Draft Needs Analysis chapter. The regional housing needs analysis will include the following.

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- **Household Characteristics:** Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics*:** Housing types and conditions, overcrowded households, and vacancy rates.
- **Housing Costs and Affordability:** Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including persons with developmental disabilities), multilingual individuals, people experiencing homelessness, seniors, large households, and female-headed households.
- **Fair Housing Assessment (new requirement):** An analysis of impediments to fair housing, pursuant to AB 686. *This is now required for all Housing Elements adopted after 2021.*
- **At-Risk Housing:** Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- **Opportunities for Energy Conservation:** Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, electrification, and energy-efficient systems and design for residential development.

**This scope does not include a windshield housing conditions survey. We anticipate that we can fulfil the requirement to identify the number of houses that need rehabilitation or replacement with building permit and code enforcement data that we obtain from City staff.*

6.7 Housing Constraints

PlaceWorks will complete a regional analysis of potential nongovernmental constraints, including construction costs and the availability of financing. This work will be incorporated in the Administrative Draft Constraints chapter.

We will update the actual governmental constraints, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, and land. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

6.8 Housing Goals, Policies, and Quantified Objectives

PlaceWorks will work with the City to update goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. This deliverable will be incorporated in the Administrative Draft Goals, Policies, and Quantified Objectives chapter. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Consistency and compliance with the rest of the City General Plan elements and community goals
- Development controls and regulatory incentives

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Housing opportunities for all City residents, including the elderly, those with disabilities, low-income families, the homeless, and other special-needs groups
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation
- Mitigating any governmental constraints to providing and improving housing

6.9 Administrative Draft Housing Element

PlaceWorks will incorporate the feedback received during the community outreach and stakeholder feedback received into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to the City for review as an electronic copy in Microsoft Word format. Any outstanding data still needed from the City will be flagged in the Administrative Draft Housing Element so it can be addressed during staff's review. We request that we receive one consolidated set of comments on the administrative draft.

6.10 Public Review Draft Housing Element

PlaceWorks will address staff comments on the administrative draft and reply to any questions. We will incorporate comments and revisions from staff's review of the administrative draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to HCD and the community for review and comment.

6.11 Adopted Final Housing Element

PlaceWorks will prepare a final Housing Element that incorporates any changes to the public draft from City staff, HCD, or public comments received.

6.12 Housing Element CEQA

Unless a significant change in land use designation or zoning is needed to support the RHNA, it is unlikely that the policies in the updated Housing Element would result in significant changes to the environment. Therefore, the City should be able to rely on the 2015 Housing Element Initial Study/Mitigated Negative Declaration (IS/MND)) for the analysis of physical impacts associated with future development consistent with the General Plan. Land development standards, such as density and intensity of development, are part of the Land Use Element, and implemented by zoning, not by the Housing Element. While there may be indirect impacts associated with future actions directed by Housing Element Policy, many agencies are able to adopt their Housing Element with an Addendum to their General Plan EIR. Use of an Addendum provides both the substantial evidence protection of the General Plan EIR, and significantly reduces both the cost and time associated with preparation of a negative declaration or subsequent EIR. PlaceWorks will complete the following tasks to prepare the California Environmental Quality Act (CEQA) clearance for the Housing Element. PlaceWorks will prepare an administrative, screencheck and public review draft IS/MND.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

a. CEQA Project Descriptions and Preliminary Review

Once the whole of the project is understood, typically around the completion of the sites inventory, PlaceWorks will prepare a project description. After review of the project description with the City, we will meet with City Staff and ensure that an Addendum is still appropriate.

b. 2015 Housing Element IS/MND Addendum

Even with some land use redesignation/rezoning to meet the RHNA, an Addendum may still be possible, as the test is whether the project would result in "…new significant environmental effects or a substantial increase in the severity of previously identified significant effects." If the Housing Element requires rezoning or up-zoning, PlaceWorks will review the General Plan and EIR for policies and mitigation measures that could be used to reduce impacts at the locations of the rezones. At this point, we believe that the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR will not be met and we will prepare an Addendum to the 2015 Housing Element IS/MND, pursuant to CEQA Guidelines Section 15164, in a format similar to the other Addendums that have been prepared for the City in 2019 and 2020. The Addendum will explain the decision not to prepare a subsequent EIR pursuant to CEQA Guidelines Section 15162 and will be supported by substantial evidence in either an Initial Study checklist, or similar explanatory document. Public circulation of an Addendum is not required, but we will provide a copy of the Addendum and substantial evidence to the City for posting on its website.

c. Senate Bill 18 Consultation Support

PlaceWorks will complete the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. Because an Addendum is not a publicly circulated document, consultation under AB 52 is not required. PlaceWorks can facilitate and attend the consultation(s); however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that consultation has been completed.

d. Notice of Determination

Following the approval of the Addendum and within five days of approval of the Housing Element, PlaceWorks will prepare a Notice of Determination (NOD). City staff will submit the NOD to the County Clerk and pay all applicable filing fees at the time of posting. Note our budget does not include payment of any filing fees for the NOD.

6.13 HCD Review

PlaceWorks staff maintains strong working relationships with HCD reviewers. Our staff is very familiar with HCD's processes, staff, and what steps to take to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.
- Incorporating HCD's requested revisions.
- Submission of the final draft to HCD for review and approval (90-day review).

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

6.14 Land Inventory GIS Tracking Tool

PlaceWorks will develop a new GIS based land inventory shapefile that contains relevant attributes to capture existing and future conditions and track change by running on the fly calculations to ensure that there is no net loss of residential unit capacity for each income group throughout the entire planning process. This shapefile will include attribution to capture APN, address, lot size, zoning, allowable density, housing units, income category, etc.

Task 7. General Plan

The General Plan Update will address all existing General Plan elements except for the Housing Element, which will be updated in Task 5. The General Plan Update prepared by PlaceWorks will be in a form suitable for both reading as a printed volume and for online viewing. The document will also be created in a format that allows City staff to make text amendments easily and efficiently, in both the printed and online versions. As part of this task, PlaceWorks will prepare an Administrative, Screencheck, and Public Review Draft of the General Plan.

This scope is organized by the contents of the existing General Plan. However, PlaceWorks understands that the organization of the General Plan will evolve as the project unfolds and the Plan content is developed. New elements may be added, and existing elements may be reorganized and combined. The final organization of the Plan document will respond to these changes and to guidance from staff, the community, CAC, Planning Commission, and City Council.

7.1 General Plan Outreach Strategy

At the outset of the General Plan task, PlaceWorks will work closely with City staff to draft and refine an outreach strategy that defines which of the outreach methods and meetings in Task 1 will be used and how. PlaceWorks anticipates General Plan outreach will focus on educating the community about the Draft General Plan and seeking input on the proposed policy direction. Following the public review of the Draft General Plan, PlaceWorks anticipates facilitating a series of meetings with the CAC to review and get feedback on the Draft General Plan. Community and CAC feedback on the Draft General Plan will be shared with the Planning Commission for review and comment and to the City Council for final direction. PlaceWorks will prepare an administrative and final draft of the general plan outreach strategy.

7.2 General Plan Outline and Format

Prior to preparing the Administrative Draft General Plan, PlaceWorks will submit a draft outline of the General Plan, as well as a memorandum defining important components, such as page layout; figure and policy numbering convention; wording; and definitions of goals, objectives, policies, and implementation measures. City staff will review and

7.3 Administrative Draft General Plan

The PlaceWorks team will prepare a General Plan that meets State legal requirements, is readable/user-friendly, easy to implement, and responds to staff and community needs. The General Plan will provide an integrated, internally consistent statement of the City's goals, objectives, policies, and actions. Each element of the updated General Plan will include the following:

- A brief review of background information summarizing current conditions in the Planning Area. Rather than exhaustive explanations of technical details, these sections will provide concise explanations that set the stage for the goals, objectives, policies, and actions.
- Clearly articulated goals that the City is attempting to attain, toward which progress can be measured and reported annually.
- Policies and actions that the City will implement to achieve its goals.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Maps, tables, photographs, and other graphics to clarify and illustrate key concepts.

Because some important issues are interrelated with other topics and therefore do not lend themselves to a discrete General Plan element, PlaceWorks will use icons to call out policies and implementation measures that relate to those key issues. The icons will also be summarized by topic in an appendix so that a reader can find all policies and actions related to a topic in one place.

The specific contents of the sections described herein may be modified upon consent by City staff, pending the evolution of the General Plan Update.

a. Introduction

This section will explain the purpose of the General Plan, what it contains, how it can serve different users (e.g., concerned residents, property owners, elected officials, and staff), an overview of the Planning Area boundaries, and the process through which it was created.

b. About Livermore

This section will describe Livermore's physical setting, a brief overview of Livermore's history, including documenting the legacy of the Native Americans who first inhabited the area.

c. Land Use Element

The updated Land Use Element will shape future physical development throughout Livermore. As a mandatory element, its basic contents are guided by statutory requirements, but the specifics will be highly tailored to Livermore. The Element will regulate the distribution, location, and extent of the uses of land for housing, business, industry, open space, natural resources, recreation and enjoyment of scenic beauty, education, public buildings and grounds, and other categories of public and private uses of land, and establish standards of population density and building intensity for land use designations.

The Land Use Element will also contain sections for other legally required topics, such as consistency with the *Airport Land Use Compatibility Plan.*

The Land Use Element will also include policies and implementation measures addressing age-friendliness, health, environmental justice, and disadvantaged communities. PlaceWorks will develop these policies, and others throughout the General Plan, in collaboration with City staff.

The Land Use Element will incorporate any changes incorporated through the selection of the Preferred Land Use Scenario as well as land use map updates determined in Task 5.5.

d. Community Character Element

The Community Character Element will identify policy direction to enhance Livermore's community character and ensure that the physical appearance of the city embodies and is consistent with the values and vision identified by the community through the General Plan update, such as diversity and inclusivity. Topics addressed in this element include scenic corridors, open space, light and glare, urban design, cultural and historic resources, and arts and cultural programming.

e. Circulation Element

Kittelson will lead the preparation of the updated Circulation Element in collaboration with PlaceWorks and City staff. The updated Circulation Element will incorporate Complete Streets policies, reflect new General Plan guidelines, and incorporate new policies related to VMT, transportation demand management, traffic calming, and emerging transportation technologies. Kittelson will incorporate relevant ideas and findings from the Livermore *Bicycle, Pedestrian, and Active*

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Transportation Plan, *East Avenue Corridor Study*, and the updated CAP, although each of these will remain separate and independent documents.

Kittelson will incorporate the modeling results from Task 8 to incorporate additional major transportation infrastructure needed to address future deficiencies the circulation diagram showing circulation system improvements, and the transportation network identified to support future land uses.

f. Housing Element

See Task 5 for a description of the Housing Element Update.

g. Infrastructure and Public Services Element

The Infrastructure and Public Services Element will identify and discuss major issues affecting the adequate provision of public facilities to meet the needs of future development, including funding and potential constraints associated with service and the need to coordinate growth with funding to maintain and protect quality of life for all residents. This element will address the provisions of SB 244 and SB 1000 and their focus on providing equitable access to services and infrastructure. Working in collaboration with Public Works, PlaceWorks will also incorporate the guiding policy recommendations from the Asset Management Program. Based on the existing element, the updated element will include the following topics:

- Water: Supply and conservation, including new requirements for sustainable groundwater management
- Wastewater: Collection and treatment
- Stormwater: Collection and current ideas about green infrastructure
- Public Utilities: Pacific Gas & Electric and telecommunications, broadband internet, and cable services
- Police Services and Urban Fire Protection
- Schools and Childcare: Although the City does not administer schools, State statutes allow certain City engagement with school districts in site selection/school design. The General Plan can stress the importance of education to the community and the need for close coordination between the City and the Livermore Valley Joint Unified School District.
- Solid Waste Collection: Reflective of new requirements, such as organic waste diversion under AB 1826 (2016) and SB 1383 (2016)
- Community Health Facilities
- Homeless Services and Facilities: To be coordinated with updates to the Housing Element
- Other Public Facilities (e.g., libraries)

h. Open Space and Conservation Element

The Open Space and Conservation Element will address the conservation, development, and utilization of the range of natural resources in Livermore, including:

- Vegetation, wildlife, habitat, and ecological resources, incorporating relevant data and strategies from the Eastern Alameda County Conservation Strategy.
- Agricultural resources and soil resources.
- Mineral resources.
- Water resources and quality, including urban and rural creeks, with updates to reflect the findings of the vulnerability assessment.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Open space for outdoor recreation and conservation.
- Air quality and GHG emissions.
- Energy conservation and waste reduction.
- Open Space as a cultural resource – native American significance, such as peaks and riparian areas

i. Noise Element

The Noise Element will analyze and quantify current and projected noise levels for roadways, railroad operations, the airport, industrial facilities, and other stationary noise sources in the Planning Area. PlaceWorks will map general stationary and transportation-related noise contours and develop associated goals and policies.

j. Public Safety Element

The Public Safety Element aims to reduce the short-term and long-term potential threats to community health and safety, foster a resilient local economy and natural ecosystem, and minimize the potential for disruption. This General Plan Update is an opportunity to build on recent regional and state hazard mitigation and adaptation planning efforts and to update data, methods, and strategies consistent with State requirements and best practices.

The PlaceWorks team will update the Public Safety Element, as follows:

- Background information,
- Hazard-specific information and details,
- Applicable mapping, including required evacuation mapping, and
- Goals, policies, and strategies.

The element will incorporate the Climate Change Vulnerability Assessment and other relevant analyses. We anticipate the updated Public Safety Element will address natural, climate, and human-made hazards identified in the existing Safety Element and the 2018 *Tri-Valley Local Hazard Mitigation Plan*, and the *Climate Vulnerability Assessment,* including flooding, seismic and geologic hazards, drought, extreme weather, wind, fire, agricultural pests and diseases, human health hazards, airport safety, and hazardous materials. In addition to hazards, we recommend the Public Safety Element address evacuation, energy resilience, power shutoffs, and emergency preparedness and response.

Goals, policies, and implementation programs will be responsive to these issues and meet requirements of the California Government Code. We emphasize a "no-regrets" approach that builds short- and long-term community resiliency and provides co-benefits, such as financial savings, conservation of natural resources, and improvements to public health. We will streamline the element by creating policies that address multiple issues of concern, including climate mitigation and adaptation, environmental justice, and community health, and provide multiple benefits.

k. Economic Development and Fiscal Element

The Economic Development and Fiscal Element will include goals and policies addressing a range of topics, building on City strategies to promote a healthy and diverse economy through encouraging local innovation-driven opportunities, seeking balanced economic expansion that preserves Livermore's sense of place, and supporting diverse and thriving commercial nodes within the City that promote diversity, resiliency, and inclusivity. Goals and policies in this element will leverage current and past City efforts and will consider new opportunities for commercial development in the Focus Areas, as identified in the Preferred Scenario. Pending the ultimate organization of the Plan, this element may also touch on arts and culture as a component of a thriving economy.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

EPS will rely on input from the City's Office of Innovation and Economic Development, and interviews with City staff and local stakeholders, to provide suggestions for economic development actions and implementation recommendations, reflecting best practices, the capacity and resources of the City and its partners, and local and regional economic conditions. Potential strategies also will consider the City's goals for jobs, housing, environmental protection, and fiscal health.

Relying on the SWOT assessment, and building on EPS professional experience in economic development, real estate, and public finance in similar jurisdictions, EPS will define a broad set of possible economic development approaches. In consultation with City staff, potential strategies will be revised and/or refined and organized around the main economic development goals of the City. The agreed-upon economic development concepts will comprise the economic development strategies recommended for inclusion in the Economic Development and Fiscal Element.

l. Implementation Strategy

PlaceWorks will prepare an Implementation Strategy, which will be summarized in a matrix, for the updated General Plan to connect day-to-day department operations and short-term implementation measures with long-term goals. For each of the implementation measures listed in the adopted General Plan, PlaceWorks will:

- Identify the specific General Plan goal the item will implement.
- Identify the agency, department, or organization to carry out the task.
- Identify resources required for the item.
- Identify the timeframe needed to complete the task.
- Establish a measure to indicate successful completion of the task.

m. Glossary and Abbreviations

The final section of the General Plan will be a glossary of technical terms and a list of abbreviations.

n. Appendices

PlaceWorks will compile technical data and documentation of the public outreach process in appendices to the General Plan.

7.4 Second Administrative Draft General Plan

In response to comments and direction from City staff on the administrative draft, PlaceWorks will prepare a second administrative draft of the General Plan.

7.5 Draft General Plan

Based on comments from City staff, PlaceWorks will prepare the Screencheck and Public Review Drafts of the General Plan. PlaceWorks will submit these documents to City staff in Word and PDF format. The PlaceWorks team will prepare all text, tables, and figures to be incorporated in the Draft General Plan.

Task 8. General Plan EIR

PlaceWorks will prepare an Administrative Draft EIR and submit it electronically to City staff for review and comment. The impact analysis will be comprehensive and cover all CEQA requirements. Significance criteria will be identified for each

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

impact topic based upon thresholds of significance identified in Appendix G, Environmental Checklist Form, of the CEQA Guidelines and identified in the scoping process.

Impacts and mitigation measures will be organized and discussed by topic. For each identified environmental impact, a set of feasible mitigation measures will be recommended. Pertinent calculations and technical information will be provided in attached appendices.

The Draft EIR will be organized by the following main topics:

- **Executive Summary.** PlaceWorks will create a summary in a form consistent with CEQA Guidelines Section 15123, Summary. This summary will facilitate a quick understanding of environmental issues and the actions required to mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.
- **Introduction and Project Description.** These chapters will introduce the EIR and provide a stable project description for the General Plan Update.
- **Setting, Impacts, and Mitigation Measures.** The existing setting information, impact analyses, and mitigation measures will be combined to create chapters describing environmental consequences for each CEQA-required topic. The existing setting information will draw from the existing conditions reports prepared for the General Plan Update.
- **Alternatives Evaluation.** The alternatives evaluation chapter will include a tabular comparison of the impacts of each alternative, and a qualitative comparison in adequate detail to provide meaningful distinctions and conclusions.
- **CEQA-Mandated Sections.** PlaceWorks will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
  - Cumulative Impacts
  - Growth Inducement
  - Unavoidable Significant Effects
  - Significant Irreversible Changes
  - Impacts Found Not to be Significant
- **Organizations and Persons Consulted.** This chapter will include agencies and persons contacted.
- **Report Preparers.** This chapter will identify the consultants and staff who prepared the EIR.

Potential significant impacts anticipated to occur as a result of the proposed General Plan Update shall be mitigated to be less than significant as much as possible. In the event that potential significant impacts remain, new policies and programs will be proposed to further mitigate the potential impacts. Mitigating policies and programs will ensure the General Plan Update is “self-mitigating” to the degree feasible.

The PlaceWorks team will complete the following tasks in preparing the EIR.

8.1 Notice of Preparation and Scoping Session

PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR, for staff review, pursuant to CEQA Guidelines Section 15082, Notice of Preparation and Determination of Scope of EIR, and distribute it to the State Clearinghouse. In addition, PlaceWorks will attend a scoping meeting and prepare a presentation for the meeting. This scope assumes that City staff will be responsible for noticing and outreach.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Following the 30-day scoping period, PlaceWorks will organize the comments received in both written form and summaries of oral comments given at the scoping meeting (if no formal recording is prepared). We will prepare a written summary of each comment in matrix format that identifies the commenter and the environmental issues raised during the scoping period for inclusion in the Draft EIR.

8.2 2045 Horizon Year General Plan Projections

PlaceWorks will work with City staff to estimate the amount of potential horizon year development to be evaluated in the EIR. The development estimates will be organized by land use type (e.g., residential, office, commercial, industrial) and will demonstrate the amount of development expected to occur by the horizon year of the General Plan (assumed to be 2045). We will prepare a draft set of numbers, make any changes needed, and provide staff with an opportunity for a final review before using those numbers as the basis for the quantitative evaluation in the EIR for the environmental topics of air quality, energy, GHG, noise, public services, transportation, and utilities.

8.3 Thresholds of Significance Memorandum

Based on the CEQA Guidelines, Appendix G, and other applicable federal, state, and local sources, including input from City staff, the PlaceWorks environmental team will develop thresholds of significance for each area of environmental analysis for use in evaluating the potential impacts of implementing the General Plan Update. In developing thresholds of significance, the PlaceWorks team will consider construction-period and operational impacts for future development throughout the General Plan horizon.

8.4 EIR Introduction and Project Description

PlaceWorks will draft the introduction of the EIR, which includes the Introduction and Executive Summary chapters. These chapters will discuss the purpose, intended use, tiering and streamlining process, the environmental review process, organization of the EIR and its relation to other plans and regulations, actions required to implement the General Plan Update, explanation of mitigation measures, and a description of agencies that may use the EIR. Following the preparation of the Screencheck Draft EIR, PlaceWorks will include a summary of the environmental analysis conclusions of the Draft EIR in the Executive Summary. The conclusions will be formatted in a table with four columns: (1) impact; (2) significance without mitigation; (3) mitigation measures; and (4) significance with mitigation.

PlaceWorks will draft a project description for City staff to review and approve, with additional narrative discussing the location, and regional context of the City. This section will also discuss the general components of the General Plan Update, as well as the differences between the current General Plan and the new update, which will be discussed in a quantifiable manner, as will the rest of the EIR. The project description will also include a description of the draft Habitat Conservation Plan (HCP), including the purpose and objectives of the HCP. The project description will expand on the purposes of the EIR for the General Plan Update and HCP and will discuss the required permits and approvals needed to adopt the plans.

8.5 Setting, Impacts, and Mitigation Measures

PlaceWorks will prepare the setting section of the EIR by referencing existing conditions data compiled in Task 3.1. PlaceWorks will establish the cumulative setting with input from the City, which describes the reasonably foreseeable development in the current pipeline and other projects in proximity to the EIR Study Area with the potential to affect the cumulative setting. The PlaceWorks team will evaluate cumulative impacts under each environmental topic area listed under Task 8.5.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

We will draft each chapter of the EIR to include a discussion of impacts and mitigation measures pursuant to the CEQA Guidelines. This analysis will include a narrative discussion of potential impacts of the General Plan Update policies that will serve as mitigation. The analysis will address each component identified in the project description, including the draft HCP. The applicable environmental topics to be included are listed below.

a. Aesthetics

The aesthetics analysis will determine whether the General Plan Update and draft HCP will have a substantial adverse effect related to aesthetic or visual resources. This section will describe the visual qualities of the EIR Study Area, and surroundings, including landscape setting, open space, view corridors, views, entrances and edges, and sources of light and glare. It will also summarize information on all applicable regulations related to visual quality and aesthetics, including how Public Resources Code (PRC) Section 21099, formerly Senate Bill 743, passed in 2013, applies to future development. PRC 21099 made changes to the CEQA for projects located in transit-oriented development areas. Among these changes are that a project's aesthetics impacts are no longer considered significant impacts on the environment if the project is a residential, mixed-use residential, or employment center project and if the project is located on an infill site within a transit priority area (TPA).[1] If necessary, mitigation measures to reduce aesthetics impacts to a less-than-significant level will be recommended in the form of additional or revised policies.

b. Agriculture and Forestry Resources

This section will catalog any local agricultural resources. Potential impacts to these resources as a result of the proposed plans will be analyzed to determine if they pose a substantial adverse effect. These impacts may occur through direct conversion of Important Farmland, conflicts with land protected under Williamson Act contracts, or through potential indirect impacts on existing agricultural operations. In the event an impact is determined to be significant, mitigation measures shall be included to reduce the impact to as minimally significant as possible.

c. Air Quality and Greenhouse Gas Emissions

PlaceWorks will prepare an air quality and GHG emissions analysis for the Livermore General Plan Update and EIR. The analysis will be based on the current methodology of the Bay Area Air Quality Management District's (BAAQMD) *CEQA Air Quality Guidelines* for projects in the San Francisco Bay Area Air Basin (SFBAAB).

i. Existing Emissions Inventory

PlaceWorks will prepare an existing criteria air pollutant and GHG emissions inventory for the City. We will utilize as much information as possible from the Climate Action Plan (CAP) Update and supplement the data for additional sectors for the sphere of influence (SOI) and criteria air pollutant emissions for applicable sectors. PlaceWorks will update the CAP modeling to the 2021 baseline year. For the General Plan Update and EIR, which will include the City and the SOI, the inventory will include the following sectors.

- On-Road Transportation. Development allowed under the General Plan would generate criteria air pollutant and GHG emissions from an anticipated increase in trips and vehicle miles traveled (VMT) by passenger vehicles and trucks. At this time, we do not know the methodology being utilized for the CAP update for the on-road transportation sector. For the EIR, VMT provided by the General Plan transportation consultant will be modeled using the California Air Resources Board's (CARB) latest emissions factor model (EMFAC2021) for both GHG emissions and criteria air pollutant emissions.

[1] California Legislative Information, 2013, Senate Bill No. 743, Chapter 386, http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743&search_keywords=, accessed July 9, 2020.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Residential and Non-Residential Built Environment (Energy). Buildings in the City consume electricity and natural gas. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual electricity and natural gas use for residential, non-residential, and agriculture uses) and the carbon intensity factors used for electricity for existing conditions and the forecast year. PlaceWorks will update this data to the 2021 baseline year. Because the CAP update is only calculating GHG emissions from the built environment, PlaceWorks will model criteria air pollutant emissions from natural gas use for the Air Quality chapter of the EIR. It should be noted that the Lawrence Livermore National Laboratories under federal jurisdiction and not the City of Livermore. Additionally, it is assumed that PG&E excludes electricity and natural gas use for this facility from energy reports submitted to the City.
- Water Use/Wastewater Generation. Electricity is used to transport and treat water for indoor and outdoor purposes. Additionally, treatment of wastewater generates fugitive GHG emissions. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual gallons of water and wastewater) and the carbon intensity factors used for electricity-related water use and wastewater generation for existing conditions and the forecast year. GHG emissions per gallon per service population for existing conditions will be used to estimate GHG emissions from waste generated by the population and employment in the SOI.
- Solid Waste Disposal. Disposal of municipal solid waste generate indirect GHG emissions from decomposition of organic materials. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of the activity data used for the CAP update (i.e., annual tonnage of waste sent to landfills) and details on the calculation methodology for this sector are provided in the CAP update. GHG emissions per ton per service population for existing conditions will be used to estimate GHG emissions from waste generated by the population and employment in the SOI.
- Agriculture. This sector includes emissions from off-road agricultural equipment fuel use and equipment emissions, fertilizer application on crops, livestock digestion (enteric fermentation and manure management), pesticide application, and agricultural residue burning. Because the CAP is focused on the City boundaries and not SOI, it is assumed that the CAP update does not include this sector and that PlaceWorks would quantify emissions.
- Other Applicable Sources. Use of off-road equipment, such as those used during construction activities, in the City also generates criteria air pollutant and GHG emission. We are assuming the City will be able to provide the supporting files prepared by the City's CAP consultant to support our review and assessment of this activity data, including OFFROAD 2017, so that we can apply these assumptions to the SOI.
- Permitted Sources. While industrial sources in the City generate emissions, these stationary sources are permitted sources of emissions and not under the direct or indirect control of the City. If information is available for permitted sources from BAAQMD, these sources will be identified within the inventory separately.

ii. Future Emissions Forecasts

Once the General Plan Update horizon year land use statistics are compiled, PlaceWorks will conduct emissions forecasts for the General Plan Update horizon year and/or utilize the emissions forecasts in the CAP update, depending on whether or not the emissions forecast year for the General Plan is the same as that being analyzed in the CAP (i.e., 2045) and whether or not the CAP update utilizes the population and employment forecasts being utilized for the General Plan update and EIR. Additionally, our scope of work includes a forecast of criteria air pollutant emissions and GHG emissions in the SOI. The emissions forecast will be based on historic information compiled for the existing conditions and forecasted based on the increase in population and employment in the City and SOI as a result of implementation of the General Plan Update. It is assumed that the CAP consultants will be able to provide details on the emissions factors and calculation methodology to ensure consistency with the General Plan Update and CAP update. For the transportation sector, the increase in VMT will be based on the data provided by the traffic engineer. For the General Plan horizon year air quality and GHG forecast, PlaceWorks will consider existing regulations that reduce criteria air pollutant and GHG emissions.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

iii. Air Quality and GHG Emissions EIR Analysis

The EIR will detail potential environmental impacts associated with implementation of the General Plan Update and draft HCP compared to the CEQA Guidelines Appendix G threshold questions.

The results of the technical modeling described above will be compiled into the EIR. Model outputs will be included as an appendix. Regional emissions will be compared to the applicable thresholds. Potential localized air quality impacts from construction activities associated with implementation of the General Plan will be described qualitatively and mitigation measures will be recommended to ensure that implementation of projects under the General Plan does not expose sensitive receptors to substantial pollutant concentrations.

The SFBAAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), coarse inhalable particulate matter (PM_{10}), and fine inhalable particulate matter ($PM_{2.5}$). BAAQMD has adopted a Clean Air and Plan to ensure BAAQMD can attain the long-term National and California AAQS. The study will include a consistency evaluation of the project's regional emissions to goals of the Clean Air Plan. The outcomes of the Senate Bill 1000 Environmental Justice outreach will be documented in the EIR. The SFBAAB is designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. In addition, the study will include a qualitative assessment of potential odor generators to describe potential odor impacts.

The GHG analysis will discuss the GHG reduction goals of SB 32, Executive Orders S-03-05 and B-55-18, and SB 375. To achieve the GHG reduction targets of SB 32, the California Air Resources Board (CARB) adopted the 2017 Scoping Plan Update. In addition, the Association of Bay Area Governments (ABAG and the Metropolitan Transportation Commission (MTC) adopted their Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), Plan Bay Area, to ensure the region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with statewide GHG emissions reduction strategies (CARB Scoping Plan) and consistency with Plan Bay Area will be reviewed. PlaceWorks will identify General Plan policies and/or mitigation measures that reduce emissions.

d. Biological Resources

PlaceWorks will write the biological resources chapter based on the biological assessment prepared by WRA. The biological resources section of the EIR will discuss potential impacts the General Plan Update may have on existing biological resources, including those on federal or State protected sensitive environments or special status species. In the event that a potential significant impact is foreseen on existing biological resources, mitigation measure will be drafted to reduce the impact to be as minimally significant as possible. The biological assessment will evaluate potential impacts to special status plant and wildlife species, wildlife movement corridors, wetlands and creeks, and riparian or other sensitive resources.

The PlaceWorks team will also include a programmatic review of the City's Draft HCP, which will ensure compliance with regulatory requirements that protect sensitive wildlife, plant, and habitat resources within the Livermore region while allowing the City to carry out necessary infrastructure improvement, operation, and maintenance activities.

e. Cultural and Tribal Cultural Resources

PlaceWorks will write the cultural and tribal cultural resources chapters based on the technical reports prepared by GPA Consulting (historic resources) and Archeo-Tec (archeological resources).

GPA Consulting will prepare a historic resources report built off of their recently completed city-wide survey where they identified all the built environment historic properties in the city and properties that are potentially significant. GPA will organize their report on the Appendix G CEQA Guidelines questions.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

Archeo-Tec will review the archival literature review to assess any prehistoric and/or historic period cultural resources previously identified within, or closely adjacent to, the EIR Study Area and if so, to determine their specific locations, dimensions, characteristics and historical significance in accordance with the standards of the CEQA. Special attention will be given to any updates made to the records since the current General Plan. Archeo-tec will prepare a focused assessment of the information recovered through the process of historical review. This includes archaeological sensitivity modeling of the EIR Study Area based on environmental factors and proximity to previously identified cultural resources. The GIS-based, Weighted Overlay analysis will use up-to-date topographic data in combination with a historical hydrology and locations of previously identified archaeological resources. The result of the spatial analysis will be a city-wide map estimating archaeological sensitivity. If deemed informative, separate maps for historic and prehistoric resource sensitivity may be generated. Archeo-Tec will organize their written report to accompany the archaeological sensitivity map on the Appendix G CEQA Guidelines questions.

The EIR chapter will address the potential of the General Plan Update and draft HCP to impact prehistoric, historical, or built environment cultural resources, including the potential for buried resources. This will include a recap of the prehistory and history of the city and a review of local, State, and federal laws regarding the treatment of cultural resources. Mitigation measures will be prescribed as appropriate.

This section will also include analysis of tribal cultural resources. The types of resources documented will range from sites and sacred places, to features and landscapes, and any object that may be of cultural value to a California Native American tribe. PlaceWorks will summarize the noticing and outreach outcome from Task 1.10. Mitigation measures will be identified and included in the EIR as needed.

f. Energy

Working closely with the Air Quality and GHG emissions team, this chapter will describe the existing energy sources and demands in Livermore and the energy demands for the existing conditions. The analysis will include descriptions of applicable regulations, such as the 2019 California Building Energy Efficiency Standards (Title 24, Part 6), CALGreen, and the Renewable Portfolio Standard. Pursuant to the CEQA Guidelines, PlaceWorks will prepare the energy section that will describe the required energy demands for the proposed project and energy conservation features to determine if the project will result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation. This section will be prepared to be consistent with the energy demands evaluated in the air quality and greenhouse gas emission sections. In addition, PlaceWorks will describe the state and local mandatory requirements for energy efficiency and demonstrate if the project will conflict with or obstruct any of these requirements. If the project conflicts with or obstruct any of the requirements, this section will provide recommended measures to mitigate identified impacts.

g. Geology and Soils

The EIR will analyze the potential for implementation of the General Plan Update and draft HCP to result in significant direct and/or indirect environmental impacts as they relate to geology, soils, and seismicity. The regulatory framework will be evaluated; existing conditions will be researched and clearly described; relevant standards of significance will be established; and potential impacts will be identified and evaluated. In addition, updated General Plan policies that pertain to geology, soils, and seismicity will be reviewed.

A variety of information sources will be used to inform this section of the EIR. These sources may include geologic maps, investigations, and studies published by the California Geological Survey (CGS); California Governor's Office of Emergency Services; USDA Natural Resources Conservation Service (formerly, the Soil Conservation Service); Northern California Earthquake Data Center; or U.S. Geological Survey (USGS). An experienced PlaceWorks associate geologist, professionally licensed in the State of California, will personally prepare this chapter of the EIR.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

h. Hazards and Hazardous Materials

PlaceWorks will analyze the potential for implementation of the General Plan Update and draft HCP to result in significant direct and/or indirect environmental impacts as they relate hazards ah hazardous materials. The regulatory framework will be evaluated; existing conditions will be researched and clearly described; relevant standards of significance will be established; and potential impacts will be identified and evaluated. In addition, updated General Plan policies that pertain to hazards and hazardous materials will be reviewed.

The hazards and hazardous materials section will identify potential hazards (natural and man-made) in the City and policies in the General Plan Update that reduce these hazards for future development in accordance with the proposed General Plan Update. Impacts and appropriate mitigation measures or standard conditions will be included, as necessary.

i. Hydrology and Water Quality

This section will build off of the existing conditions report in Task 3.1 and will include the regulatory framework, regional and site-specific hydrological setting of the area, stormwater drainage characteristics, water quality data (both surface and groundwater), local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards. Pertinent local plans, laws, and regulations pertaining to hydrology and water quality will be identified, including Livermore's Municipal Code Chapter 13.45, Stormwater Management and Discharge Control and Alameda County Clean Water Program's C.3 Stormwater Technical Guidance, and the requirements of the area-wide municipal stormwater urban runoff permit issued by the California Regional Water Quality Control Board-San Francisco Bay Region (Order No. R2-2019-0004, NPDES Permit No. CAS612008).

The analysis will also include the hydrologic setting, regional and local drainage conditions, and issues pertaining to stormwater and flooding, creek protection, and FEMA floodplains. The EIR section will conclude with a discussion of the potential water impacts attributable to the proposed project, based on applicable significance criteria. It is assumed that the City and/or outside consultant will provide information regarding the storm drain system and any capacity constraints associated with future development and implementation of the draft HCP within the General Plan area. The analysis will be prepared under the direction of a Civil Engineer licensed in the State of California.

j. Land Use and Planning

The land use and planning chapter will clearly describe if the proposed General Plan Update and draft HCP will physically divide any existing community within Livermore and the consistency between the proposed plans and existing plans, regulations, and local and regional laws adopted for the purpose of avoiding an environmental impact.

k. Mineral Resources

PlaceWorks will work to gather an up-to-date list of all known mineral resources within the city by using City staff records and related documents. These known mineral sources will be compared to areas of the General Plan that may impact the integrity of these resources. This may include any proposed land use changes that would disturb or extract any mineral resources. In the event that a land use change is expected to disturb a mineral resource, mitigation measures will be included to reduce the effect.

i. Noise and Vibration

PlaceWorks will prepare a noise and vibration technical analyses to support the General Plan Update. The EIR will discuss relevant standards and criteria for noise exposure, including those in the Noise Element and in the Municipal Code. The noise analysis will include a field study and development of updated traffic and rail noise contours. The results of this analysis will be summarized in the EIR and modeling will be provided in an Appendix.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

The primary source of noise in the City is traffic on major arterials and highways, including I-580, SR-84, and local roadways. PlaceWorks will identify major sources of noise in the City and document existing noise levels. PlaceWorks will conduct a noise measurement survey to acquire ambient noise level data. The ambient noise measurement survey will consist of up to 12 short-term (15-minute) locations and 5 long-term (48-hour) locations. These measurement locations will be selected by PlaceWorks, in coordination with City staff, and will take into consideration the major roadways, rail, as well as stationary sources of noise. The field data will provide baseline noise levels and will be used to supplement and validate noise modeling conducted for the EIR. Due to the COVID-19 pandemic, noise monitoring is dependent on this developing situation and its effect on traffic patterns. Depending on the schedule and the evolving pandemic situation, alternatives to noise monitoring may need to be considered to characterize the ambient noise environment such as traffic noise modeling.

ii. Transportation Noise

PlaceWorks will model existing and 2045 traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model. PlaceWorks will develop noise contours based on the existing traffic data and future forecasts. The EIR will identify areas along highway and roadway segments that would be exposed to noise levels above established criteria. Existing and future noise from rail operations will be characterized using the Federal Transit Administration (FTA) and the Federal Railroad Administration (FRA) noise models and available passenger and freight operational data. Existing noise from aircraft overflights at the Livermore Municipal Airport will also be evaluated using available data. No detailed modeling of airport noise is proposed.

iii. Stationary Noise

Noise impacts from non-transportation sources (e.g., equipment on agricultural lands, industrial uses, and mining) and will be evaluated on a programmatic level, qualitatively based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code and Noise Element.

iv. Construction Noise and Vibration

PlaceWorks will provide a qualitative analysis for potential construction impacts associated with 2045 horizon development under the General Plan Update and draft HCP. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the FTA. Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with the Plans.

l. Population and Housing

The population and housing chapter is a critical element of the EIR that will provide support and justification for the amount of housing proposed in the General Plan Update, the main purpose of these plans being to facilitate a smart growth objective to reach population, housing, and employment goals. This chapter of the EIR will focus on ensuring that the housing and employment opportunities proposed in the plans will meet the goals set forth locally and regionally, as well as addressing future imbalances between the jobs and housing growth, commercial growth stimulating housing demand, and potential displacement.

m. Public Services and Recreation

PlaceWorks will use the existing conditions for public services collected under Task 3.1 to complete an analysis of the city as-is and in the future, accounting for changes proposed by each plan. In addition, PlaceWorks will conduct interviews with public service providers, as needed. Any concerns expressed by service providers will be addressed and mitigated to the fullest extent possible. Secondary impacts associated with the construction of new public facilities will be addressed, with mitigating policies and programs being identified when needed.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

PlaceWorks staff will use City-collected parks and recreation data to determine the existing status and demand of parks. Proposed population changes and housing distribution as part of the proposed plans will be compared to the existing conditions to determine if additional park facilities are needed.

n. Transportation

PlaceWorks will incorporate the transportation study and existing conditions documented by Kittelson into the EIR. PlaceWorks will ensure the data collected, and any changes to the transportation-related sections of the General Plan Update are adequate to address the transportation needs anticipated in the future. Thresholds of significance will be based on a VMT model as required by SB 743, ensuring there are several alternatives presented by the transportation consultant that will adequately represent the dynamic needs of the Livermore transportation system. Kittelson will complete the following tasks to support this chapter:

i. Plan

The transportation evaluation of the preferred plan will include both CEQA and non-CEQA elements.

The CEQA evaluation will focus on items in the CEQA checklist including VMT. The updated travel model will be applied to evaluate VMT for the current General Plan and the preferred plan. The VMT metrics will consider total VMT as well as VMT per capita and per employee. The CEQA evaluation will also consider hazards and safety including bicycle and pedestrian travel, and conflicts with other regional plans and policies.

For the non-CEQA evaluation, the preferred land use and circulation plan will be evaluated in terms of the proposed policies and City standards of significance, which may include an LOS analysis. Traffic operations impacts will be evaluated using the intersection analysis tool. The evaluation will consider impacts on Alameda County Congestion Management Program (CMP) facilities and standards.

ii. Mitigation

Mitigation for any project or cumulative CEQA impacts will be proposed and reviewed with the city. Mitigation may include Transportation Demand Management elements. Physical improvements to address non-CEQA transportation issues will also be recommended.

iii. Draft Transportation Impact Analysis Report

The Draft Transportation Impact Analysis (TIA) report will include the following elements:

- Description of the existing street system, including CMP routes
- Existing (2021) traffic volumes and traffic operations
- Description of existing transit system
- Description of existing bicycle and pedestrian conditions
- Trip generation and distribution assumptions
- CEQA evaluation of VMT, hazards and policy conflicts
- Traffic volumes and operations for the proposed General Plan scenario for the horizon year at selected study intersections and road segments
- Impacts on CMP facilities
- Qualitative evaluation of two additional General Plan alternatives

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

- Transit evaluation
- Bicycle and pedestrian circulation
- Mitigation measures

o. Utilities and Service Systems

The utility and service systems section of the EIR will rely partially on reports and information provided by the City and/or its contracted outside engineering firm to determine existing conditions and potential capacity constraints for the water supply system, wastewater/sewer system, and storm drain system. The utilities and service systems section of the EIR will provide the regulatory setting and impacts associated with water supply and demand, wastewater infrastructure, stormwater drainage, and solid waste disposal. In addition, the impacts associated with electricity, natural gas, and communications systems will be included. Information will be incorporated from the latest (2020) Urban Water Management Plans (UWMPs) for California Water Service and Livermore Municipal Water, the City's Water Master Plan, Sewer Master Plan and Sewer System Management Plan, Storm Drainage Facility Guidelines, the Livermore Water Reclamation Plant, and CalRecycle's Solid Waste Information System.

The utilities section will include existing conditions for water, wastewater, storm drainage, and solid waste and will include water and wastewater demands for the proposed project as compared to existing supplies and sewer/wastewater treatment capacities. Best Management Practices (BMPs) and Low Impact Development (LID) measures will be considered in determining the potential for additional stormwater with the proposed project. In addition, the capacity of the Republic/Vasco Road Landfill to accept solid waste and the State and local solid waste diversion programs will be considered in determining potential solid waste impacts.

i. Water Supply Assessment

PlaceWorks will prepare a Water Supply Assessment (WSA) that will be a stand-alone document appended to the EIR. The WSA will determine whether available water supplies are sufficient to serve the demand generated by the Project, as well as the reasonably foreseeable cumulative demand in the region over the next 20 years under average normal year, single dry year and multiple dry year conditions. Groundwater supply and demand, the use of recycled water, and water shortage contingency plans will also be included. PlaceWorks will consult with the Zone 7 Water Agency to ensure our results are aligned with recent work by tis agency. The information from the WSA will also be summarized and included in the EIR.

p. Wildfire

PlaceWorks will describe the existing setting of Livermore as it relates to the CEQA Guidelines for wildfire-related environmental impacts. The existing setting will include a description of wildfire risks throughout the General Plan area, including any areas within the wildland-urban interface, and any areas within State Responsibility or Local Responsibility Areas as defined by the California Department of Forestry and Fire Protection for fire hazard severity zones. The analysis will describe evacuation plans and procedures and any potential conflicts. Consistent with the courts,[2] the analysis will focus on the project's potential to exacerbate wildfire risks and hazards, for example, from land use changes or planned development within a very high fire hazard severity zone.

[2] *California Building Industry Association (CBIA) v. Bay Area Air Quality Management District (BAAQMD)*, 62 Cal. 4th 369 (No. S 213478) issued December 17, 2015.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

8.6 Alternatives and CEQA-Required Findings

The PlaceWorks team will evaluate alternatives in the EIR that focus on citywide General Plan Update alternatives. A CEQA-required "No Project" alternative will be included, while other alternatives will be produced through the planning and environmental review process, ensuring discussion of the benefits and drawbacks of each proposed alternative. Additionally, each alternative will be consistent with the objectives of the proposed General Plan Update outlined in the project description.

The EIR will address the overall impacts and implications the projects may have on regional growth for Alameda County and the Bay Area as a whole. This analysis will consider the potential growth-inducing elements of each plan and appropriate conclusions will be prepared to fulfill CEQA requirements related to unavoidable significant impacts, significant irreversible changes, short and long-term productivity, and effects believed to be insignificant.

8.7 Administrative Draft EIR

An Administrative Draft EIR will be prepared and will include additional sections such as the Acronyms and Abbreviations, Persons Consulted, Technical Appendices, and a Table of Contents. The purpose of the Administrative Draft EIR is to give City staff a chance to review and comment and circulating the document to all relevant City departments. City planning staff will act as a clearinghouse for departmental comments and will provide PlaceWorks with one set of comments on the Administrative Draft EIR. As part of our regularly scheduled biweekly meetings with City staff, PlaceWorks will meet with reviewers to discuss comments on the Administrative Draft EIR as needed.

8.8 Screencheck Draft EIR

Once staff comments have been received, PlaceWorks will revise the EIR to reflect comments and concerns expressed on the Administrative Draft EIR. PlaceWorks will incorporate one (1) consolidated set of comments on the ADEIR from City staff to create Screencheck Draft EIR as a second copy in which City staff will once again review and provide redlined comments and revise formatting. Comments on the Screencheck Draft EIR are assumed to be limited to grammatical, format, and typographical comments.

8.9 Public Draft EIR and Notices

Revisions to the Screencheck Draft EIR will be incorporated by PlaceWorks to prepare a Draft EIR to be circulated for public review and comment. PlaceWorks will provide City staff with a PDF version for easy access online.

PlaceWorks will prepare a Notice of Availability and complete the OPR Notice of Completion form, and submit online to the State Clearinghouse, which will begin the public review period.

During the CEQA-required 45-day public review period, key staff from the PlaceWorks team will attend a public hearing to gather comments on the Draft EIR and answer questions. PlaceWorks will prepare materials for the public hearings, including a brief presentation. PlaceWorks environmental staff will facilitate the portion of the meeting related to the EIR.

8.10 Administrative Final EIR

Following the mandatory CEQA 45-day review period, the PlaceWorks team will prepare an Administrative Draft Final EIR. We assume that City staff will forward all public comments within five (5) working days of the close of the public review period. Comments will be annotated and entered into a spreadsheet as they are received, and will be scanned and organized as they are received. PlaceWorks will prepare the responses to comments, collaborating with City staff, to ensure all public

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

comments are addressed, including comments from regulatory agencies regarding the HCP. The Final EIR will include a compilation of the public comments received and response to comments, as well as any clarifications or corrections to the Draft EIR, if required.

8.11 Screencheck Final EIR

PlaceWorks will incorporate one consolidated set of comments on the Administrative Draft Final EIR from City staff to create Screencheck Draft Final EIR. The Screencheck Draft Final EIR will include the response to comments, additional analysis, or revisions to the Draft EIR as necessary and the Mitigation Monitoring or Reporting Program (MMRP) discussed below. Comments on the Screencheck Draft Final EIR are assumed to be limited to grammatical, format, and typographical comments.

8.12 Public Final EIR

Following receipt of comments from the City on the Screencheck Draft Final EIR, PlaceWorks will prepare a public review draft of the Final EIR, which will incorporate the final comments from the City on the Screencheck Draft Final EIR.

8.13 Mitigation Monitoring or Reporting Program

Concurrent with the preparation of the Final EIR, we will prepare a Mitigation Monitoring or Reporting Program (MMRP) for the mitigation measures included in the EIR. The MMRP, shown in tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequencies. The MMRP will be submitted as a draft document to the City for review and comment, and then revised by PlaceWorks for publication with the Final EIR.

8.14 Findings of Fact

PlaceWorks will work with the City staff, including the City attorney, to prepare draft findings and resolutions to allow for certification of the EIR and adoption of the General Plan. These findings and resolutions will summarize any significant impacts of the General Plan Update, present mitigation measures required to reduce impacts to less-than-significant levels, allow adoption of the MMRP, and include, if necessary, statements of overriding consideration. The findings and resolutions will be finalized by City staff.

8.15 Notice of Determination

Following the certification of the EIR and within five (5) days of approval of the General Plan Update PlaceWorks will prepare a Notice of Determination (NOD). City staff will submit the NOD to the County Clerk and pay all applicable filing fees at the time of posting. Note our budget does not include payment of any filing fees for the NOD.

Task 9. Adoption and Final Documents

In this task, PlaceWorks will shepherd the General Plan and EIR through the adoption and certification process and prepare final versions of the documents.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

9.1 Certification and Adoption Hearings

In these final hearings, the Planning Commission and City Council will review and adopt the Final General Plan and certify the EIR. PlaceWorks will attend up to two Planning Commission and three City Council hearings.

9.2 Final General Plan and Online General Plan

Once the Council adopts the General Plan, PlaceWorks will create a Final General Plan for distribution and archiving. PlaceWorks will incorporate comments received during the review period based on City Council direction. PlaceWorks will prepare an administrative, screencheck and final drafts of the Final General Plan.

As a companion to the hard copy General Plan document, PlaceWorks will create a configurable and interactive online General Plan. This web-based application will present the content of the General Plan through interactive text, maps, and graphics. At this time, PlaceWorks recommends using the City's ArcGIS Online account to create the online General Plan so the City can maintain future updates.

Task 10. Ongoing Project Management

As part of this task, PlaceWorks will establish a regular communication protocol with City staff and prepare for and facilitate meetings with the Technical Advisory Committee (TAC) and other agencies.

10.1 TAC Coordination

The City will convene a Technical Advisory Committee comprised of a representative and an alternate from the following Departments:

- Community Development
- City Manager
- Administrative Services
- Economic Development
- Fire Department
- Library
- Police
- Public Works
- City Attorney's Office
- Partner Agencies like LARPD, School District, Zone 7, CalWater, and LAVTA

TAC members will be asked to review and comment on work products and/or meeting materials as relevant to their area of expertise. The TAC will be asked to review documents for accuracy, ensure all relevant topics are covered, identify data holes, and provide data sources for missing information.

A representative from PlaceWorks will attend each TAC meeting. PlaceWorks will create the meeting agenda and prepare a summary of agreements and action items. City staff will be responsible for coordinating meeting invites and RSVPs, securing

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

room reservations (if needed), distributing materials to TAC members, and collecting and compiling TAC comments. PlaceWorks and City staff will mostly hold meetings with subsets of the TAC, including individual departments, to review department-specific content. However, it is also possible the TAC will convene as a large group on occasion. This scope of work assumes PlaceWorks will facilitate and attend up to 15 TAC meetings.

10.2 Staff Meetings and Communication

PlaceWorks and City staff will hold regular, weekly check-in calls and meetings. Prior to each call, PlaceWorks will prepare an agenda and summarize agreements and action items after the call. PlaceWorks will document these agreements in writing to ensure we remain in close collaboration with City staff throughout the project. The City and PlaceWorks will also use the City's General Plan Microsoft Teams channel, or similar program, to share, edit, and save files. This scope assumes roughly weekly calls with City staff, and quarterly in-person work sessions. It is assumed these meetings will be held via Zoom or similar conferencing platform.

The incorporation of the Draft HCP into the EIR will require additional meetings with the with the City and staff of ICF. Our scope of work includes up to 10 additional meetings over the course of the Draft and Final EIR.

10.4 Administrative Record

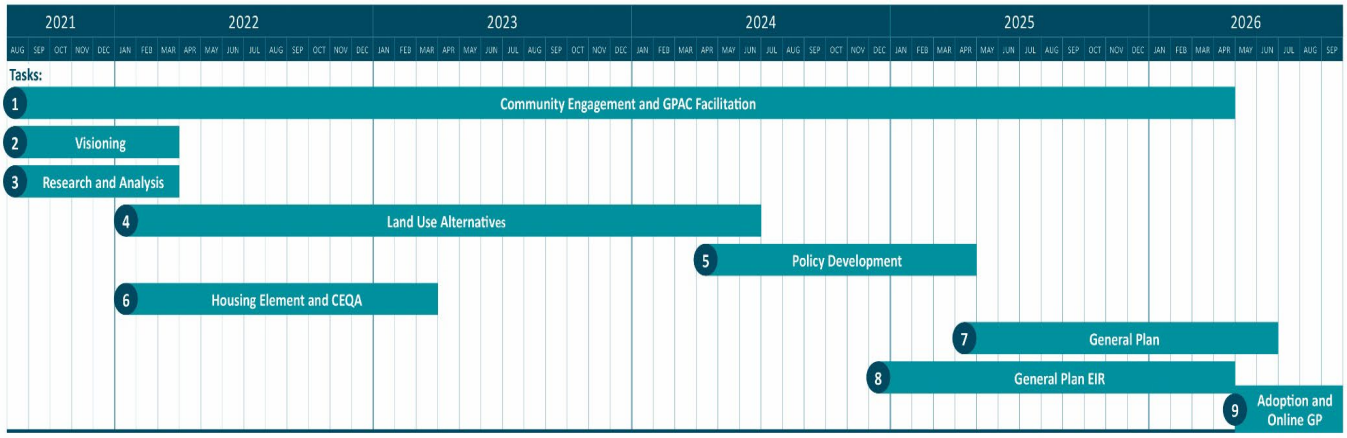
During the course of the General Plan Update and EIR, the PlaceWorks team will be mindful of record-keeping for the purpose of building the administrative record. At the completion of the project, PlaceWorks will compile all documents in the administrative record and electronically submit them to the City.

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

SCHEDULE

PlaceWorks' proposed schedule for completion of the Livermore General Plan Update is shown in Figure 1. As shown in the schedule, we anticipate that the General Plan can be adopted by mid-2026. This scope of work also includes post-adoption tasks such as preparing the final version of the General Plan and launching the online General Plan, which could potentially extend into early 2027. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

FIGURE 1: PROJECT SCHEDULE



Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

COSTS

PlaceWorks will complete the Livermore General Plan Update as described in above for a fee of $3,271,582 as shown in Figure 2. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

EXHIBIT A

FIGURE 2: COST TABLE

	The PlaceWorks Team	Jansen	Stone	Early	Seale	Krispi	Loomis	Gastelum	Sinsheimer	Mazur	Lau	Project Designer	Project Planner	McCracken	Fitzgerald	Kha	Bush	Vermilion	Carman	Garcia	GRAPHICS	WP														
	Livermore General Plan Update																																			
	COST PROPOSAL																																			
		PLACEWORKS																								SUBCONSULTANTS										
		Jansen	Stone	Early	Seale	Krispi	Loomis	Gastelum	Sinsheimer	Mazur	Lau			McCracken	Fitzgerald	Kha	Bush	Vermilion	Carman	Garcia	GRAPHICS	WP				EPS	Kittelson	GPA Consulting	Archeo-Tec	BKF	WRA Inc.	Rob Becker	FM3 Research			
	Hourly Rate:	Principal $235	Senior Associate $180	Senior Advisor $290	Principal $230	Senior Associate $175	Principal $240	Principal $225	Senior Associate $180	Senior Associate $180	Associate $140	Project Designer $135	Project Planner $125	Associate Principal $215	Senior Associate $230	Associate $140	Senior Associate $175	Principal $220	Senior Associate $200	Associate $140	$115	$115	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Economics	Transportation	Historic Resources	Archaeological Resources	Civil Engineering	Biological Resources	Visual Simulations	Survey	10% Subconsultant Markup	Subconsultant Total	Total Task Budget
TASK 1. Public Participation and CAC Facilitation																																				
1	Equity and Inclusion Plan	20	36										32										88	$304	$15,484	0	0	0	0	0	0	0	0	$0	$0	$15,484
2	Branding	6	12									16											34	$115	$5,845	0	0	0	0	0	0	0	0	$0	$0	$5,845
3	Documentary Art Project	24	36										21										81	$295	$15,040	0	0	0	0	0	0	0	0	$0	$0	$15,040
4	Citizens Advisory Committee Facilitation (24)	220	420		28	36							398										1102	$3,796	$193,586	0	8,967	0	0	0	0	0	0	$897	$9,864	$203,450
5	Community Events (up to 12)	36	64										96								48		244	$750	$38,250	7,200	0	0	0	0	0	0	0	$720	$7,920	$46,170
6	Citywide Workshops (up to 6 in person, up to 6 virtual)	147	231										336								20		734	$2,409	$122,834	3,425	5,027	0	0	0	0	0	0	$845	$9,297	$132,131
7	Stakeholder Interviews	4	8	8																			20	$94	$4,794	7,680	0	0	0	0	0	0	0	$768	$8,448	$13,242
8	Planning Commission and City Council Meetings (12)	108	96										96								20		320	$1,139	$58,099	5,825	5,978	0	0	0	0	0	0	$1,180	$12,983	$71,082
9	CBO Coordination	40	80																				120	$476	$24,276	0	0	0	0	0	0	0	0	$0	$0	$24,276
10	Support City Staff Outreach Efforts	16	34										63								30		143	$424	$21,629	0	0	0	0	0	0	0	0	$0	$0	$21,629
11	Tribal Consultation	12	18										20										50	$171	$8,731	0	0	0	4,120	0	0	0	0	$412	$4,532	$13,263
12	Website	12	22								104		80								20		238	$673	$34,313	0	0	0	0	0	0	0	0	$0	$0	$34,313
13	Online Engagement	48	64			4				40	48		80										284	$948	$48,368	0	0	0	0	0	0	0	0	$0	$0	$48,368
14	Translation												96										96	$240	$12,240	0	0	0	0	0	0	0	0	$0	$0	$12,240
	Task 1. Subtotal	**693**	**1121**	**8**	**28**	**40**	**0**	**0**	**0**	**40**	**152**	**16**	**1318**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**138**	**0**	**3,554**	**$11,834**	**$603,489**	**$24,130**	**$19,972**	**$0**	**$4,120**	**$0**	**$0**	**$0**	**$0**	**$4,822**	**$53,044**	**$656,533**
TASK 2. Visioning																																				
1	Visioning Outreach Strategy	3	8																			1	12	$45	$2,305	0	0	0	0	0	0	0	0	$0	$0	$2,305
2	Communitywide Visioning Survey	12	16																				28	$114	$5,814	0	0	0	0	0	0	0	34,500	$3,450	$37,950	$43,764
3	Draft General Plan Vision Statement	8	16										40								8	1	73	$216	$11,011	0	0	0	0	0	0	0	0	$0	$0	$11,011
4	Final General Plan Vision Statement	2	4										6								2	1	15	$46	$2,331	0	0	0	0	0	0	0	0	$0	$0	$2,331
	Task 2. Subtotal	**25**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**3**	**128**	**$421**	**$21,461**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$34,500**	**$3,450**	**$37,950**	**$59,411**
TASK 3. Research and Analysis																																				
1	Existing Conditions Reports	44	88		8	40	14			24		24	230	30	12	66	24	20	8	8	18	22	680	$2,181	$111,241	0	27,479	3,310	11,840	10,260	16,001	0	0	$6,889	$75,779	$187,020
2	Baseline Economic and Market Trends	8	16																			2	26	$100	$5,090	17,190	0	0	0	0	0	0	0	$1,719	$18,909	$23,999
3	Real Estate Development Feasibility Assessment	8	16																				24	$95	$4,855	11,050	0	0	0	0	0	0	0	$1,105	$12,155	$17,010
4	Existing Conditions Summary Document and Online Story Map	16	20							80			64								80	8	268	$798	$40,678	0	0	0	0	0	0	0	0	$0	$0	$40,678
5	General Plan Legislative Audit	6	16										30									4	56	$170	$8,670	0	0	0	0	0	0	0	0	$0	$0	$8,670
	Task 3. Subtotal	**82**	**156**	**0**	**8**	**40**	**14**	**0**	**0**	**104**	**0**	**24**	**324**	**30**	**12**	**66**	**24**	**20**	**8**	**8**	**98**	**36**	**1,054**	**$3,344**	**$170,534**	**$28,240**	**$27,479**	**$3,310**	**$11,840**	**$10,260**	**$16,001**	**$0**	**$0**	**$9,713**	**$106,843**	**$277,377**
TASK 4. Land Use Alternatives																																				
1	Alternatives Outreach Strategy	4	8										4										16	$58	$2,938	0	0	0	0	0	0	0	0	$0	$0	$2,938
2	Confirm Focus Areas	12	24							6			8										50	$184	$9,404	0	0	0	0	0	0	0	0	$0	$0	$9,404
3	Property Owner Meetings (up to 3)	18	24										24										66	$231	$11,781	0	0	0	0	0	0	0	0	$0	$0	$11,781
4	Draft Land Use Alternatives	40	80		6	18	10					16									12		182	$685	$34,955	23,840	0	0	0	0	0	0	0	$2,384	$26,224	$61,179
5	Alternatives Evaluation	70	105		4	16	20			68	90	30	196								24	12	635	$2,028	$103,428	5,000	39,480	12,980	5,700	13,660	5,612	49,300	0	$13,173	$144,905	$248,333
6	Preferred Scenario Creation	32	64							20			40								12		168	$580	$29,600	0	0	0	0	0	0	0	0	$0	$0	$29,600
7	Preferred Scenario Implementation	6	8							4			8										26	$91	$4,661	9,000	19,883	0	0	0	0	0	0	$2,888	$31,771	$36,432
8	Transportation Impact Analysis Guidelines	8	6																				14	$59	$3,019	0	19,962	0	0	0	0	0	0	$1,996	$21,958	$24,977
	Task 4. Subtotal	**190**	**319**	**0**	**10**	**34**	**30**	**0**	**0**	**98**	**90**	**46**	**280**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**48**	**12**	**1157**	**$3,916**	**$199,786**	**$37,840**	**$79,325**	**$12,980**	**$5,700**	**$13,660**	**$5,612**	**$49,300**	**$0**	**$20,441**	**$224,858**	**$424,644**
TASK 5. Policy Development and Evaluation																																				
1	Policy Development Outreach Strategy	3	8																			12	23	$71	$3,596	0	0	0	0	0	0	0	0	$0	$0	$3,596
2	Existing General Plan Policy Matrix	20	40		4	8							72									16	160	$501	$25,561	0	0	0	0	0	0	0	0	$0	$0	$25,561
3	Policy Options and Recommendations	34	66		8	16	12					10	88									16	250	$832	$42,412	24,050	9,964	6,280	1,870	0	3,919	0	0	$4,608	$50,691	$93,103
4	Draft Goals, Objectives, Policies, and Actions	50	73		6	10	12					20	127	4	1	6	2	1	1			16	329	$1,080	$55,095	0	0	0	0	0	0	0	0	$0	$0	$55,095
5	Land Use Map Cleanups	12	20				6			20													58	$229	$11,689	0	0	0	0	0	0	0	0	$0	$0	$11,689
	Task 5. Subtotal	**119**	**207**	**0**	**18**	**34**	**30**	**0**	**0**	**20**	**0**	**30**	**287**	**4**	**1**	**6**	**2**	**1**	**1**	**0**	**0**	**60**	**820**	**$2,713**	**$138,353**	**$24,050**	**$9,964**	**$6,280**	**$1,870**	**$0**	**$3,919**	**$0**	**$0**	**$4,608**	**$50,691**	**$189,044**
TASK 6. Housing Element and CEQA																																				
1	Housing Element Project Management and Initiation							8	35				21										64	$215	$10,940	0	0	0	0	0	0	0	0	$0	$0	$10,940
2	Housing Element Outreach	6	6					36	64				48								24	20	204	$663	$33,833	0	0	0	0	0	0	0	0	$0	$0	$33,833
3	Document Review								8				16	2									26	$77	$3,947	0	0	0	0	0	0	0	0	$0	$0	$3,947
4	Review of Previous Housing Element Programs								12				18									8	38	$107	$5,437	0	0	0	0	0	0	0	0	$0	$0	$5,437
5	Land Inventory	4	8					4	25	4			36								4		85	$269	$13,729	0	0	0	0	0	0	0	0	$0	$0	$13,729
6	Housing Needs Assessment Document	1	2						14				34								8		59	$166	$8,451	0	0	0	0	0	0	0	0	$0	$0	$8,451
7	Housing Constraints	1	2						16	4			22										45	$139	$7,084	0	0	0	0	0	0	0	0	$0	$0	$7,084
8	Housing Goals, Policies, and Quantified Objectives	1	2					2	30				10										45	$154	$7,849	0	0	0	0	0	0	0	0	$0	$0	$7,849
9	Administrative Draft Housing Element							14	30	4			20									28	96	$300	$15,290	0	0	0	0	0	0	0	0	$0	$0	$15,290
10	Public Review Draft Housing Element							4	21				24									18	67	$195	$9,945	0	0	0	0	0	0	0	0	$0	$0	$9,945
11	Adopted Final Housing Element							2	8				8								4	12	34	$95	$4,825	0	0	0	0	0	0	0	0	$0	$0	$4,825
12	Housing Element CEQA	4	8					2	4				12	30		50					8	16	134	$425	$21,685	0	0	0	0	0	0	0	0	$0	$0	$21,685
13	HCD Review							8	24				36								8	4	80	$240	$12,240	0	0	0	0	0	0	0	0	$0	$0	$12,240
14	Land Inventory GIS Tracking Tool	2	2				1		3	38													46	$169	$8,619	0	0	0	0	0	0	0	0	$0	$0	$8,619
	Task 6. Subtotal	**19**	**30**	**0**	**0**	**0**	**1**	**80**	**294**	**50**	**0**	**0**	**305**	**32**	**0**	**50**	**0**	**0**	**0**	**0**	**56**	**106**	**1,023**	**$3,214**	**$163,874**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$163,874**
TASK 7. General Plan																																				
1	General Plan Outreach Strategy	4	8																				12	$48	$2,428	0	0	0	0	0	0	0	0	$0	$0	$2,428
2	General Plan Outline and Format	8	12										16									16	52	$158	$8,038	0	0	0	0	0	0	0	0	$0	$0	$8,038
3	Administrative Draft General Plan	90	160		8	8	20			50		24	150								40	24	574	$1,927	$98,267	0	10,698	0	0	0	0	0	0	$1,070	$11,768	$110,035
4	Second Administrative Draft General Plan	29	65							3	23		22									37	179	$586	$29,866	0	10,300	6,000	0	0	0	0	0	$1,630	$17,930	$47,796
5	Draft General Plan	10	15				12			10		10	25								16	16	114	$358	$18,243	0	0	0	0	0	0	0	0	$0	$0	$18,243
	Task 7. Subtotal	**141**	**260**	**0**	**8**	**8**	**32**	**0**	**0**	**63**	**23**	**34**	**213**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**56**	**93**	**931**	**$3,077**	**$156,842**	**$0**	**$20,998**	**$6,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,700**	**$29,698**	**$186,540**
TASK 8. General Plan EIR																																				
1	Notice of Preparation and Scoping Session	6	3											8		12							29	$107	$5,457	0	0	0	0	0	0	0	0	$0	$0	$5,457
2	2045 Horizon Year General Plan Projections	12	40							24			50	8		10							144	$474	$24,184	0	0	0	0	0	0	0	0	$0	$0	$24,184
3	Thresholds of Significance Memorandum													4	2	6	2	2	1				17	$63	$3,213	0	0	0	0	0	0	0	0	$0	$0	$3,213
4	EIR Introduction and Project Description	10	19											26		51					8		114	$388	$19,808	0	0	0	0	0	0	0	0	$0	$0	$19,808
5	Setting, Impacts, and Mitigation Measure	7	11		8	40								157	34	319	152	39	80	48	44	32	971	$3,307	$168,647	0	0	0	0	0	2,720	0	0	$272	$2,992	$171,639
6	Alternatives and CEQA-Required Findings	6	8											30	6	40	6	6	6	8		4	120	$429	$21,859	0	0	0	0	0	0	0	0	$0	$0	$21,859
7	Administrative Draft EIR	10	22		22	64								25	10	30	33	1	1	1	2	8	229	$839	$42,769	0	33,365	4,910	19,400	28,368	12,631	0	0	$9,867	$108,541	$151,310
8	Screencheck Draft EIR													12	1	20	1	1	1	1	2	16	55	$168	$8,583	0	6,305	1,430	1,010	4,460	1,938	0	0	$1,514	$16,657	$25,240
9	Public Draft EIR and Notices													8		20					1	8	37	$111	$5,666	0	0	880	0	1,822	1,019	0	0	$372	$4,093	$9,759
10	Administrative Final EIR	15	23											50	8	79	8	8	8		6	12	217	$763	$38,908	0	6,849	1,780	2,205	0	9,812	0	0	$2,065	$22,711	$61,619
11	Screencheck Final EIR													20	1	40	1	1	1		1	4	69	$226	$11,526	0	2,935	765	555	0	418	0	0	$467	$5,140	$16,666
12	Public Final EIR													8		16					1	2	27	$86	$4,391	0	1,245	515	0	0	418	0	0	$218	$2,396	$6,787
13	Mitigation Monitoring or Reporting Program	4	6											4		8						1	23	$82	$4,197	0	0	0	0	0	0	0	0	$0	$0	$4,197
14	Findings of Fact													8		16						2	26	$84	$4,274	0	0	0	0	0	0	0	0	$0	$0	$4,274
15	Notice of Determination													1		2							3	$10	$505	0	0	0	0	0	0	0	0	$0	$0	$505
	Task 8. Subtotal	**70**	**132**	**0**	**30**	**104**	**0**	**0**	**0**	**24**	**0**	**0**	**50**	**369**	**62**	**669**	**203**	**58**	**98**	**58**	**65**	**89**	**2,081**	**$7,137**	**$363,987**	**$0**	**$50,699**	**$10,280**	**$23,170**	**$34,650**	**$28,956**	**$0**	**$0**	**$14,775**	**$162,530**	**$526,517**
TASK 9. Adoption and Final Documents																																				
1	Certification and Adoption Hearings	36	32										24										92	$344	$17,564	0	0	0	0	0	0	0	0	$0	$0	$17,564
2	Final General Plan and Online General Plan	20	32							44			58								20	30	204	$628	$32,008	0	0	0	0	0	0	0	0	$0	$0	$32,008
	Task 9. Subtotal	**56**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**0**	**0**	**82**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**30**	**296**	**$972**	**$49,572**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$49,572**
TASK 10. Ongoing Project Management																																				
1	TAC Coordination	60	75										45										180	$665	$33,890	0	0	0	0	0	0	0	0	$0	$0	$33,890
2	Staff Meetings and Communication	421	694		8	8					128		190	126	4	126	2	8	4				1719	$6,347	$323,672	2,850	22,494	0	1,320	2,700	9,975	0	0	$3,934	$43,273	$366,945
3	Administrative Record													8		15						30	53	$145	$7,415	0	0	0	0	0	0	0	0	$0	$0	$7,415
	Task 10. Subtotal	**481**	**769**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**128**	**0**	**235**	**134**	**4**	**141**	**2**	**8**	**4**	**0**	**0**	**30**	**1,952**	**$7,157**	**$364,977**	**$2,850**	**$22,494**	**$0**	**$1,320**	**$2,700**	**$9,975**	**$0**	**$0**	**$3,934**	**$43,273**	**$408,250**
	Labor Hours Total	**1,876**	**3,102**	**8**	**110**	**268**	**107**	**80**	**294**	**443**	**393**	**150**	**3,140**	**569**	**79**	**932**	**231**	**87**	**111**	**66**	**491**	**459**	**12,996**													
	Labor Dollars Total	**$440,860**	**$558,360**	**$2,320**	**$25,300**	**$46,900**	**$25,680**	**$18,000**	**$52,920**	**$79,740**	**$55,020**	**$20,250**	**$392,500**	**$122,335**	**$18,170**	**$130,480**	**$40,425**	**$19,140**	**$22,200**	**$9,240**	**$56,465**	**$52,785**		**$43,785**	**$2,232,875**	**$117,110**	**$230,931**	**$38,850**	**$48,020**	**$61,270**	**$64,463**	**$49,300**	**$34,500**		**$708,887**	**$2,941,762**
	PlaceWorks Percent of Total Labor	14%	24%	0%	1%	2%	1%	1%	2%	3%	3%	1%	24%	4%	1%	7%	2%	1%	1%	1%	4%	4%														
EXPENSES																																				
	PlaceWorks Reimbursable Expenses																																			$60,964
	Subconsultants' Reimbursable Expenses																																			$38,577
	Compensation for Community Based Organization(s)																																			$60,000
	Grants for Local Artist(s)																																			$25,000
	Contingency																																			$145,279
	EXPENSES TOTAL																																			$329,820
GRAND TOTAL																																				**$3,271,582**

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

ASSUMPTIONS

This scope of work and cost estimate assumes that:

Billing rates for this project are guaranteed through December 2024. Billing rates would be subject to an increase of up to 6 percent on January 1, 2025, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2025.

PlaceWorks will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.

Our cost estimate includes the meetings shown in the scope of work. Additional meetings would be billed on a time-and-materials basis. Each project meeting will last up to two hours. Each public workshop or public meeting will last up to two hours, plus an additional hour for setting up and taking down equipment.

No more than 40 hours of PlaceWorks staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.

City of Livermore staff will act as a clearinghouse for comments on all administrative draft documents, and will provide PlaceWorks with a single, internally reconciled set of comments on each administrative draft.

There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If City of Livermore staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.

Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.

Multiple changes from the City of Livermore about how to proceed will require a contract amendment to allow completion of the additional work.

PlaceWorks will use ArcGIS version 10.x-compatible shapefiles and/or geodatabases from the City of Livermore for the development of the project's base map and subsequent thematic maps. All files delivered by City of Livermore are assumed to be current, spatially accurate and aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that City of Livermore's existing GIS information, including attribute data, are essentially complete and

Docusign Envelope ID: 45CA2BD2-338A-4BED-A39A-9AE94B786976

that any needed adjustments by PlaceWorks will be minor. A maximum of 16 hours will be allotted for data quality control procedures.

After creating the initial base map, PlaceWorks will provide a copy to City of Livermore for review and approval prior to use for subsequent mapping work. At the conclusion of the project, PlaceWorks will provide the City of Livermore all original GIS data as well as project-specific data layers modified or created by PlaceWorks along with pertinent metadata documentation.

PlaceWorks will use Microsoft Word and/or Adobe InDesign for page layout of reports, plans, and similar documents. Additional software such as Adobe Illustrator, Adobe Photoshop, ArcGIS and AutoCAD will be used to create illustrations, maps, diagrams and other graphics.

All products will be submitted to City of Livermore in electronic (native files and PDF) format, except for:

- Printed materials for community events and workshops.
- 10 copies of final Housing Element
- 10 copies of final General Plan
- 10 copies of Draft EIR
- 10 copies of Final EIR

The City of Livermore will provide electronic, editable copy of the following documents existing General Plan.

City of Livermore staff will be responsible for meeting logistics, including schedule co-ordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

PlaceWorks will provide up to 3 facilitators for the public workshops. Additional facilitators will be drawn from City of Livermore staff. PlaceWorks will provide training for facilitators immediately before each workshop.

PlaceWorks will not be responsible for designing notices for public meetings.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting annual special tax and bond accountability reports for Fiscal Year 2024-25 Community Facilities Districts No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting annual special tax and bond accountability reports for Fiscal Year 2024-25 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

DECISION TYPE

Administrative

SUMMARY

The Local Agency Special Tax and Bond Accountability Act (SB 165) stipulates that a report be filed annually with the governing body of any agency imposing special taxes or issuing bonds subject to voter approval after January 1, 2001. The annual report is required to contain the amount of funds collected and expended as well as the status of any project required or authorized to be funded as identified in subdivision (a) of Section 53410. The annual report must be filed no later than December 31st. The City currently administers eight community facilities districts which are subject to these reporting requirements.

DISCUSSION

The Local Agency Special Tax Bond and Accountability Act is enacted by SB165 and codified in the California Government Code Sections 50075 through 50077 and 53410 through 53412. This Act

requires:

- that any local special tax measure subject to voter approval contain a statement indicating the specific single purpose of the special tax;
- that the proceeds of the special tax be applied to that purpose;
- the creation of an account into which the proceeds shall be deposited and an annual report containing the following information:
    i. The amount of special taxes that have been collected and expended;
    ii. The status of any project required or authorized to be funded by the special taxes.

The Act imposes similar accountability requirements with respect to any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency. These requirements only apply to local agencies that have imposed special taxes or issued bond measures subject to voter approval after January 1, 2001. The annual report must be filed no later than December 31st.

The City currently has the following eight community facilities districts which are subject to these reporting requirements:

1. City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park) ("CFD 99-1"),
2. City of Livermore Community Facilities District No. 2009-1 (El Charro) ("CFD 2009-1"),
3. City of Livermore Community Facilities District No. 2012-1 (El Charro Maintenance) ("CFD 2012-1"),
4. City of Livermore Community Facilities District No. 2015-1 (Brisa Maintenance) ("CFD 2015-1"),
5. City of Livermore Community Facilities District No. 2016-1 (Sage Maintenance) ("CFD 2016-1"),
6. City of Livermore Community Facilities District No. 2016-2 (Shea Properties) ("CFD 2016-2"),
7. City of Livermore Community Facilities District No. 2018-1 (Auburn Grove) ("CFD 2018-1"), and
8. City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services) ("CFD 2021-1").

The CFD 99-1 was established pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), on January 10, 2000, and thereafter amended on March 13, 2000. On May 11, 2015, the City issued the bonds in the principal amount of $15,655,000 for and on behalf of the CFD 99-1 for the defeasance and refunding in full of an outstanding series of bonds previously issued in 2000 in order to take advantage of the low interest rate environment, which resulted in significant savings to the property owners located within CFD 99-1.

On March 24, 2009, the City of Livermore formed the CFD 2009-1 in accordance with the Mello-Roos Act. The City has issued the following debt issues for and on behalf of the CFD 2009-1:

- On June 1, 2015, the City entered into a special tax loan agreement with Livermore Premium Outlets, LLC with respect to its "Improvement Area No. 1", under which Livermore Premium Outlets LLC (the Lender) loaned $19,632,406.03 to the District for the purpose of refinancing two previous loans made to the District on behalf of the CFD 2009-1 by the Lender and to finance the acquisition and construction of certain public facilities.

- In 2016, the City issued bonds with respect to Improvement Area No. 2, to finance (i) a lease payment obligation of Improvement Area No. 2, and (ii) the acquisition and construction of the public infrastructure for the remaining phases of the El Charro Infrastructure. The Special Tax Bonds, designated as the "City of Livermore Community Facilities District No. 2009-1 (El Charro)

2016 Special Tax Bonds (Crosswinds Church) Improvement Area No. 2", were issued on September 1, 2016, totaling $4,611,053 to pay for these obligations and improvements.

- On July 14, 2017, the City issued a special tax note in the amount of $3,093,460.34 with respect to Improvement Area No. 3. This note evidences the obligations of the District under a Loan Agreement dated as of July 1, 2017 by and between the District and Livermore Investments, LLC, as lender, for the purpose of prepaying a lease payment obligation of Improvement Area No. 3 and financing acquisition and construction of public facilities.

On June 25, 2012, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2012-1 (El Charro Maintenance). This district was created to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided.

On February 23, 2015, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2015-1 (Brisa Maintenance). This district was created to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided.

On March 14, 2016, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2016-1 (Sage Maintenance). This district was created to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided.

In 2016, under the provisions of the Mello-Roos Act, the City formed the City of Livermore CFD 2016-2 (Shea Properties) to refinance the $10,000,000 Special Tax Bonds, Series 2006 issued for and on behalf of the Community Facilities District No. 2006-1. The City issued the CFD 2016-2 (Shea Properties) Special Tax Refunding Bonds, Series 2016 totaling $10,015,000 on December 22, 2016.

On September 11, 2018, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2018-1 (Auburn Grove). This district was created to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided.

On July 12, 2021, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2021-1 (Maintenance and Public Services) and City-wide future annexation area. It was formed to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided. Currently, there is one parcel, bordered by Voyager Street, Jack London Boulevard, and Isabel Avenue, subject to this special tax in this CFD.

The annual special tax and bond accountability reports for the above mentioned CFDs are included as exhibits to the resolution. These reports provide explicit public accountability for the amount of funds collected and expended, the specific purpose of those funds, as well as the status of projects authorized through the CFDs.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with accepting the special tax and bond accountability reports.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - CFD 99-1 Tri-Valley
3. Exhibit B - CFD 2009-1 El Charro
4. Exhibit C - CFD 2012-1 El Charro
5. Exhibit D - CFD 2015-1 Brisa
6. Exhibit E - CFD 2016-1 Sage
7. Exhibit F - CFD 2016-2 Shea Properties
8. Exhibit G - CFD 2018-1 Auburn Grove
9. Exhibit H - CFD 2021-1 Maintenance and Public Services

Prepared by: David Doyle
Accounting Supervisor

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 ANNUAL SPECIAL TAX AND BOND ACCOUNTABILITY REPORTS FOR FISCAL YEAR 2024-25 COMMUNITY FACILITIES DISTRICTS NO. 99-1 (TRI-VALLEY TECHNOLOGY PARK), 2009-1 (EL CHARRO), 2012-1 (EL CHARRO MAINTENANCE), 2015-1 (BRISA MAINTENANCE), 2016-1 (SAGE MAINTENANCE), 2016-2 (SHEA PROPERTIES), 2018-1 (AUBURN GROVE), AND 2021-1 (MAINTENANCE AND PUBLIC SERVICES)

The Local Agency Special Tax and Bond Accountability Act, enacted by Senate Bill 165 (Reg. Sess.1999-2000) and codified as part of California Government Code sections 50075 through 50077 and 53410 through 53412, requires local agencies that have imposed special taxes or issued bond measures subject to voter approval after January 1, 2001, to submit an annual report to its governing body.

Staff has completed the Fiscal Year 2024-25 annual special tax and bond accountability reports for the following community facility districts to comply with the requirements of California Government Code sections 50075.3 and 53411:

1. City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park);
2. City of Livermore Community Facilities District No. 2009-1 (El Charro);
3. City of Livermore Community Facilities District No. 2012-1 (El Charro Maintenance);
4. City of Livermore Community Facilities District No. 2015-1 (Brisa Maintenance);
5. City of Livermore Community Facilities District No. 2016-1 (Sage Maintenance);
6. City of Livermore Community Facilities District No. 2016-2 (Shea Properties);
7. City of Livermore Community Facilities District No. 2018-1 (Auburn Grove); and
8. City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby receives and accepts the annual special tax and bond accountability reports for the following community facility districts:

1. City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park), attached hereto as Exhibit A;
2. City of Livermore Community Facilities District No. 2009-1 (El Charro), attached hereto as Exhibit B;
3. City of Livermore Community Facilities District No. 2012-1 (El Charro Maintenance), attached hereto as Exhibit C;
4. City of Livermore Community Facilities District No. 2015-1 (Brisa Maintenance), attached hereto as Exhibit D;

5. City of Livermore Community Facilities District No. 2016-1 (Sage Maintenance), attached hereto as Exhibit E;
6. City of Livermore Community Facilities District No. 2016-2 (Shea Properties), attached hereto as Exhibit F;
7. City of Livermore Community Facilities District No 2018-1 (Auburn Grove), attached hereto as Exhibit G; and
8. City of Livermore Community Facilities District No. 2021-1 (Maintenance and Public Services), attached hereto as Exhibit H.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 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 – Report for CFD No. 99-1 (Tri-Valley Technology Park)
Exhibit B – Report for CFD No. 2009-1 (El Charro)
Exhibit C – Report for CFD No. 2012-1 (El Charro Maintenance)
Exhibit D – Report for CFD No. 2015-1 (Brisa Maintenance)
Exhibit E – Report for CFD No. 2016-1 (Sage Maintenance)
Exhibit F – Report for CFD No. 2016-2 (Shea Properties)
Exhibit G – Report for CFD No. 2018-1 (Auburn Grove)
Exhibit H – Report for CFD No. 2021-1 (Maintenance and Public Services)

COMMUNITY FACILITIES DISTRICT NO. 99-1 TRI-VALLEY TECHNOLOGY PARK LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

Senate Bill 165 enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation (bond issuance) of the Special Tax District and others are handled through annual reports. This Report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The Annual report shall contain all of the following:

(a) The amount of funds collected and expended.

(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 and 53410."

The requirements of the Act apply to the Funds of:

City of Livermore
Community Facilities District No. 99-1
(Tri-Valley Technology Park)
Special Tax Refunding Bonds, Series 2015
June 18, 2015

Purpose of Special Tax

For the payment of principal and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, any necessary replenishment or expenditure of the Reserve Fund, and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any rebate obligation) during the ensuing year.

Reporting Requirements

Fund	06/30/2024 Balance	FY 2024/25 Amount Collected	06/30/2025 Balance	Expended Amount	Project Status
Special Tax Fund	$2,199,078.69	$1,350,518.20	$2,109,549.72	$1,440,047.17	Complete

COMMUNITY FACILITIES DISTRICT NO. 2009-1 EL CHARRO LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 and 53410."

City of Livermore
Community Facilities District No. 2009-1
El Charro

Purpose of Special Tax

On March 24, 2009, the City of Livermore formed Community Facilities District No. 2009-1 (El Charro) to finance the acquisition and construction of the facilities including but not limited to streets, transportation facilities, utilities, and public landscaping

Reporting Requirements

Fund	06/30/2024 Balance	FY 2024/25 Amount Collected	06/30/2025 Balance	Expended Amount	Project Status
Special Tax	$277,438.43	$2,077,675.91	$305,906.29	$2,049,208.05	Complete

City of Livermore
Community Facilities District No. 2012-1
(El Charro Maintenance)

Purpose:

The City Council ("City") of the City of Livermore ("City") approved the Resolution of Formation to establish City of Livermore Community Facilities District No. 2012-1 ("CFD") on June 25, 2012. The CFD was created to provide a funding mechanism to fund, in whole or in part, the annual cost to obtain, service, maintain, and replace public improvements associated with streetscape, storm and creek drainage, parks, trails, any costs to administer the CFD, along with any other authorized services approved at the time of formation. The annual special taxes will be levied in perpetuity, as long as services continue to be provided.

Fiscal Year 2024-25 Revenues and Expenses:

Description	Fiscal Year 2024-25 Total
Revenues[1]	
Special Taxes	$428,031.72
Other	$0.00
Total Revenues	$428,031.72
Expenses	
Water	$35,116.32
PG&E	$398.35
AT&T	$154.45
Landscape Materials	$0.00
Irrigation Materials	$0.00
Backflow	$0.00
Contract Services	$127,820.44
Land Lease	$0.00
Supplies	$1,117.25
Employee Cost	$49,946.60
Equipment Purchase Reserve[2]	$36,319.09
Admin Fee	$22,555.58
Indirect Expenditures	$11,002.32
Total Expenses	$284,430.40
Fund Balance Information[3]	
Beginning Balance	$2,289,507.21
Ending Balance	$2,433,108.53

[1]Special Taxes are equal to the amount collected in Fiscal Year 2024-25 and any additional revenues are identified as Other, unless otherwise identified.

[2]Equipment Purchase Reserve funds are set aside to purchase equipment that will be used to perform CFD funded services.

[3]Fund Balances are used for an operating reserve and allowed to accumulate for the replacement of authorized improvements.

City of Livermore
Community Facilities District No. 2015-1
(Brisa Maintenance)

Purpose:

The City Council ("Council") of the City of Livermore ("City") approved the Resolution of Formation to establish City of Livermore Community Facilities District No. 2015-1 ("CFD") on February 23, 2015. The CFD was created to provide a funding mechanism to fund, in whole or in part, the cost of maintenance, servicing, repair, replacement and removal of public parkways, landscape setbacks, public parks, open space, environmental preserves, publicly owned masonry walls, fences, park monuments and features, bio-retention facilities, drainage facilities, trails, bike paths, and landscape medians in roadways both in and outside the CFD within the boundaries of the City, if the City has concluded that such maintenance would benefit the CFD. Additionally, the CFD will cover the costs associated with cleaning and removal of graffiti, associated electric, water, and other utility costs as well as setting, levy and collection of the annual special taxes and other contingency costs, any costs to administer the CFD, and any other authorized services approved at the time of formation. The annual special taxes will be levied in perpetuity, as long as services continue to be provided.

Fiscal Year 2024-25 Revenues and Expenses:

Description	Fiscal Year 2024-25 Total
Revenues[1]	
Special Taxes	$168,544.67
Other	$0.00
Total Revenues	$168,544.67
Expenses	
Water	$34,423.63
PG&E	$2,760.37
Contract Services	$65,069.06
Supplies	$764.84
Backflow & Repairs/Maintenance	$280.00
Employee Cost	$8,621.30
Equipment Purchase Reserve[2]	$1,160.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$11,471.46
Indirect Expenditures	$7,543.22
Total Expenses	$132,093.88
Fund Balance Information[3]	
Beginning Balance	$948,426.71
Ending Balance	$984,877.50

[1]Special Taxes are equal to the amount collected in Fiscal Year 2024-25 and any additional revenues are identified as Other, unless otherwise identified.

[2]Equipment Purchase Reserve funds are set aside to purchase equipment that will be used to perform CFD funded services.

[3]Fund Balances are used for an operating reserve and allowed to accumulate for the replacement of authorized improvements.

City of Livermore
Community Facilities District No. 2016-1
(Sage Maintenance)

Purpose:

The City Council ("Council") of the City of Livermore ("City") approved the Resolution of Formation to establish City of Livermore Community Facilities District No. 2016-01 ("CFD") on March 14, 2016. The CFD was created to provide a funding mechanism to fund, in whole or in part, the cost of maintenance, servicing, repair, replacement, and removal costs associated with park and specified services, such as storm water bio-retention basins and drainage facilities, open space, environmental preserves, along with any other authorized services approved at the time of formation. Additionally, the CFD will cover the costs associated with setting, levy and collection of the annual special taxes and other contingency costs, any costs to administer the CFD, along with any other authorized services approved at the time of formation. The annual special taxes will be levied in perpetuity, as long as services continue to be provided.

Fiscal Year 2024-25 Revenues and Expenses:

Description	Fiscal Year 2024-25 Total
Revenues[1]	
Special Taxes	$132,070.55
Other	$0.00
Total Revenues	$132,070.55
Expenses	
Water	$3,600.60
PG&E	$1,326.62
Contract Services	$40,440.00
Supplies	$167.14
Backflow & Repairs/Maintenance	$0.00
Employee Cost	$2,890.80
Equipment Purchase Reserve[2]	$750.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$5,060.60
Indirect Expenditures	$5,454.48
Total Expenses	$59,690.24
Fund Balance Information[3]	
Beginning Balance	$854,633.19
Ending Balance	$927,013.50

[1]Special Taxes are equal to the amount collected in Fiscal Year 2024-25 and any additional revenues are identified as Other, unless otherwise identified.

[2]Equipment Purchase Reserve funds are set aside to purchase equipment that will be used to perform CFD funded services.

[2]Fund Balances are used for an operating reserve and allowed to accumulate for the replacement of authorized improvements.

COMMUNITY FACILITIES DISTRICT NO. 2016-2
SHEA PROPERTIES LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 and 53410."

The requirements of the Act apply to the Funds of:

City of Livermore
Community Facilities District No. 2016-2
(Shea Properties)
Special Tax Refunding Bonds, Series 2016
December 22, 2016

Purpose of Special Tax

For the payment of principal and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, any necessary replenishment or expenditure of the Reserve Fund, and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any rebate obligation) during the ensuing year.

Reporting Requirements

Fund	06/30/2024 Balance	FY 2024/25 Amount Collected	06/30/2025 Balance	Expended Amount	Project Status
Special Tax Fund	$703,080.01	$2,521,691.27	$2,479,778.26	$744,993.02	Complete

COMMUNITY FACILITIES DISTRICT NO. 2018-1 AUBURN GROVE LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the special tax district and others are handled through annual reports. This section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.
(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Funds of:

City of Livermore
Community Facilities District No. 2018-1
District Formed September 11, 2018

Purpose of Special Tax

Community Facilities District No. 2018-1 (Auburn Grove) (the "District") was formed to fund the maintenance, servicing, repair, replacement, and removal of trees, shrubs, plantings and irrigation systems together with AC pathway/trail with decomposed granite shoulders together with, root deflection and masonry walls. Maintenance also includes cleaning and removal of graffiti and associated electrical, water, and other utility costs.

Collections & Expenditures

Fund	06/30/2024 Balance	FY 2024/25 Amount Collected	06/30/2025 Balance	Expended Amount	Service Status
Special Tax Fund	$98,502.52	$21,089.82	$108,186.00	$11,406.34	Ongoing

COMMUNITY FACILITIES DISTRICT NO. 2021-1 LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). The Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the special tax district and others are handled through annual reports. This section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.
(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Funds of:

City of Livermore
Community Facilities District No. 2021-1
District Formed July 12, 2021

Purpose of Special Tax

Community Facilities District No. 2021-1 was established to fund the maintenance of a multi-use trail, bioretention planters, roadside swales, and landscaping along the south side of West Jack London Boulevard. The district also provides funding for the maintenance and lighting of parks, parkways, streets, roads, and open space, as well as flood control and storm protection services.

Collections & Expenditures

Fund	06/30/2024 Balance	FY 2024/25 Amount Collected	06/30/2025 Balance	Expended Amount	Service Status
Special Tax Fund	$57,799.84	$20,331.90	$74,604.44	$3,527.30	Ongoing

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.10**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2025, and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2025 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2024-25.

DECISION TYPE

Administrative

SUMMARY

California Government Code § 66000-66013 specifies accountability and annual reporting requirements pertaining to development fees. According to statute, the report must be reviewed at a public meeting. The report must include; (1) a description of the fee type in the account, (2) the amount of the fee, (3) beginning and ending balances, (4) fee and interest income, (5) expenditures by improvement, (6) the project cost funded by the fees, (7) loans or transfers, including purpose, interest rate, and term, and (8) any refunds. The report may make findings as necessary as to whether funds are available to complete projects.

DISCUSSION

California Government Code § 66000 (adopted as AB1600) discusses development fees, what they are, and how they are to be used. Development fees under AB1600 are not a tax or special assessment but a monetary exaction that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Specifically, under California Government Code § 66006, the local agency that

receives the fee must deposit it in a separate capital facilities account or fund in a manner to avoid commingling of the fees with other revenues. The fees must then be expended solely for the purpose for which they were collected. For each account established for the fees, the local agency must make available to the public a report with a brief description of the fee within the fund, the amount of the fee along with the beginning and ending balances, and the total amount of the fees collected along with the interest earned. For each public improvement, the report should include the total expenditures as well as the total percentage of the cost of the public improvement that was funded with the fees. If the local agency determines that sufficient funds have been collected to fully fund a project, the report should identify an approximate date for commencing the project.

Government Code § 66013 requires a financial accounting of the transactions dealing with water and sewer capacity and connection fees and charges (development impact fees) shall be made available to the public and require a description of the charges/fees deposited in the fund, the beginning and ending balance of the fund and any interest earned from investment of moneys in the fund and the amount of charges/fees collected in the fiscal year. This code also requires a local agency to list the public improvements on which charges/fees were expended, the percentage of the total cost of the public improvements that were funded by these charges/fees, the completed public improvements on which charges/fees were expended, and each public improvement that is anticipated to be undertaken in the current fiscal year.

The Annual Report of Development Fee and Connection Fee Revenues and Expenditures for the year ended June 30, 2025, identifies the City's development fee funds.

The fees included in the report are:

- Storm Drainage Fees (Fund 612)
- Wastewater Connection Fees (Fund 623)
- Water Storage Fees (Fund 643)
- Traffic Impact Fees (Fund 510)
- Tri-Valley Transportation Development Fees – TVTC (Fund 511)
- Housing and Human Services Fee (Fund 290)
- Park and Trail Fee (Fund 512)
- Major Attraction Fee (Fund 583)
- Recycled Water Fee (Fund 642)
- Road Improvement Fee (Fund 583)
- Low Income Housing Impact Fees (Fund 200)

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for the year ended June 30, 2025. This report is required by the State of California and has been produced in house.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - City of Livermore AB1600 report FY 2024-25

Prepared by: Erik Peterson
Finance 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 MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF DEVELOPMENT IMPACT FEES AS OF JUNE 30, 2025, AND ACCEPTING THE ANNUAL REPORT OF DEVELOPMENT FEE AND CONNECTION FEE REVENUES AND EXPENDITURES FOR FISCAL YEAR 2024-25

The Mitigation Fee Act, commonly referred to as AB1600 and codified as California Government Code § 66000 *et seq.*, regulates the imposition, collection, maintenance, expenditure, and reporting of impact fees imposed in connection with approval of a development project for the purpose of defraying costs of public facilities related to that project.

The City of Livermore ("City") has identified the following nine (9) development impact fees collected from developers that are subject to AB1600's requirements.

1. Fund 612 – Storm Drainage Fee
2. Fund 510 – Traffic Impact Fee (TIF)
3. Fund 511 – Tri-Valley Transportation Development Fee – City Portion
4. Fund 290 – Housing and Human Services Facility Fee
5. Fund 512 – Park Fee
6. Fund 583 – Major Attraction Fee
7. Fund 642 – Recycled Water Fee
8. Fund 583 – Road Improvement Fee
9. Fund 200 – Low Income Housing and Housing Impact Fee

As required by the Mitigation Fee Act, the City has created separate special revenue funds for each type of fee, crediting earned interest to those funds, and spending the accumulated fees and related interest on appropriate expenditures for those facilities.

An annual report for FY 2024-25 reflecting the beginning and ending balances of each separate fund containing development impact fees, the amount of fees collected, the interest earned for the year, the amount of expenditures and refunds made in the year, and a description of the type of fees, is attached hereto as Exhibit A.

The Mitigation Fee Act requires the City to make specific findings every five (5) years with respect to any portion of the fees remaining unexpended or uncommitted after a period of five (5) years after deposit to identify the purpose to which the fee is to be put; to demonstrate a reasonable relationship between the fee and the purpose for which it was charged; to identify all sources and amounts of funding anticipated to complete financing of the incomplete improvement for which the fee is charged; and to designate the approximate dates on which the funding is expected to be deposited for the incomplete improvement.

The City of Livermore ("City") has identified the following two (2) connection fees:

1. Fund 623 – Wastewater Connection Fee
2. Fund 643 – Water Connection Fee

The Government Code imposes similar requirements using portions of the Fee Mitigation Act for sewer connection and water connection fees for public facilities in existence at the time the charge is imposed, or charges for new public facilities to be acquired or constructed in the future. For those connection fees, Government Code section 66013 requires the City to report the following within 180 days after the end of the fiscal year:

1. A description of the charges deposited in the fund;
2. The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund;
3. The amount of charges collected in that fiscal year;
4. Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used;
    a. Each public improvement on which charges were expended that was completed during that fiscal year;
    b. Each public improvement that is anticipated to be undertaken in the following fiscal year; and
5. A description of each interfund transfer or loan made from the capital facilities fund that identifies the public improvements on which the transferred moneys are, or will be expended, the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

The City desires to make the findings required by law with respect to these unexpended fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby makes the following findings for the corresponding fees and their funds:

1. $5,673,899 of the Storm Drain Impact Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2024-25, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 13, Chapter 13.44 and Resolution Nos. 2010-177 and 2016-149, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolutions.

2. $18,413,260 of the Traffic Impact Fee Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2024-25 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 12, Chapter 12.30, along with the administrative record for the adoption of the ordinances codified in the Municipal Code.

3. $2,966,448 of the Tri-Valley Transportation Development Fee – City Portion Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2024-25 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 12, Chapter 12.24 and Resolution No. 2014-184, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolution.

4. $146,043 of the Human Services Facility Fee Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2024-25 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 12, Chapter 12.70 and Resolution No. 2008-189, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolution.

5. $2,431,041 of the Recycled Water Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2024-25 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in the South Livermore Valley Specific Plan first adopted in November 1997 and in Resolution No. 98-175, along with the administrative record for the adoption of those resolutions.

6. $299,261 of the Road Improvement Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2024-25 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in the South Livermore Valley Specific Plan first adopted in November 1997 and in Resolution No. 98-175, along with the administrative record for the adoption of those resolutions.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby approves the Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2024-25, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2024-25

City of Livermore

Annual Report of Development Fee and Connection Fee Revenues and Expenditures

Fiscal Year 2024-25

The City of Livermore collects certain development fees, also known as impact fees, to be used for necessary public improvements resulting from private development projects. California Government Code §66000 (also referred to as "AB1600") discusses development fees, what they are and how they are to be used. Development fees under AB1600 are not a tax or special assessment, but a monetary exaction that is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project.

AB1600 requires local agencies to make the following information available to the public for each separate development fee fund:

- A brief description of the type of fee within the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected, and interest earned.
- Identification of each public improvement on which the fees were expended and the amount of expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with the fees.
- Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete a public improvement project.

- A description of each interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

- The amount of refunds made due to sufficient funds being collected to complete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

AB1600 requires the local agency make the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be used,

- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged,

- Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements, and

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility of portion or the public facility attributable to the development on which the fee is imposed.

AB1600 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size, and timing of projects plus an estimate of the costs for all facilities or improvements that are financed by these fees. The CIP budget is updated every two years to reflect the current infrastructure and equipment needs of the City.

The City of Livermore has nine development fees that are covered under California Government Code §66000-66008.

1. Fund 612 – Storm Drainage Fee
2. Fund 510 – Traffic Impact Fee (TIF)
3. Fund 511 – Tri-Valley Transportation Development Fee 20% – City Portion
4. Fund 290 – Human Services Facility Fee
5. Fund 512 – Park and Trail Fee
6. Fund 583 – Major Attraction Fee
7. Fund 642 – Recycled Water Fee
8. Fund 583 – Road Improvement Fee
9. Fund 200 – Low Income Housing Impact Fee

Staff examined each of the development impact fee funds listed above to determine if any development fees remain unexpended five years or more after receipt and therefore are subject to refund. Unexpended fund balances represent fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

The City of Livermore collects two other impact fees, water connection and wastewater connection fees. These two impact fees are treated differently in the California Code. Per California Code §66013(d) the following information regarding connection fees must be made available to the public within 180 days after the end of the fiscal year:

- A description of the charges in the fund,
- The beginning and ending balance of the fund and the interest earned from investment of monies in the fund,
- The amount of the charges collected in that fiscal year,
- Each public improvement on which charges were expended and the amount of the expenditure of each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used,
- Each public improvement on which charges were expended that was completed during that fiscal year,
- Each public improvement that is anticipated to be undertaken in the following fiscal year,

- A description of each interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan, and

- The amount of refunds made due to sufficient funds being collected to complete impact fee funded public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

The City of Livermore has two development fees that are covered under California Government Code §66013(d).

1. Fund 623 – Wastewater Connection Fee
2. Fund 643 – Water Connection Fee

Fund Descriptions:

Fund	Description
612 - Storm Drainage Fee	This fee provides capital funds for the improvements of the storm water drainage system to accommodate runoff from new development, the servicing of indebtedness for such purpose, and the reimbursement of persons installing facilities of excess capacity.
510 - Traffic Impact Fee (TIF)	This fee is used to implement transportation circulation system improvements identified in the City's Traffic Impact Fee Study.
511 - Tri-Valley Transportation Development Fee 20%	This fee provides for the construction of transportation improvement projects necessary to accommodate new development within the Tri-Valley Area. Projects are identified in the Tri-Valley Transportation Plan. This portion of the fee is set aside for City Projects.
290 - Housing and Human Services	The fee is used to develop, create, construct, or otherwise acquire facilities to be used for the delivery of childcare, community care, and senior services. This includes acquisition of real property, buildings, facilities, and infrastructure for the development of social and human services facilities; costs associated with the development, design and construction of social and human service facilities, including but not limited to predevelopment and entitlement costs, environmental review costs, and related permits and fees; and administrative costs associated with the social and human service facility fee including, but not limited to, audits, meetings, public hearings, environmental review, and rate studies.
512 - Parks Fee - AB 1600	This fee provides for the implementation of trail and park facilities necessary to accommodate new development. Projects are included in the City's General Plan, City and LARPD Trails Master Plan, and LARPD's Park Master Plan.
Major Attraction Fee *(Resides in SoLivSpec Plan & AD Closeout Fund 583)*	This fee offsets the impact of development on agricultural productivity in the South Livermore Valley Plan area. The Landowner shall ensure that development of the property contributes to the creation of at least one major draw or attraction that would increase recognition of the South Livermore Valley as a premium wine producing region.
Recycled Water Fee *(Resides in Water Replacement Fund 642)*	This fee offsets the impact of development of the property to water supplies by supporting the treatment and use of recycled water in the City.
Roadway Improvement Fee *(Resides in SoLivSpec Plan & AD Closeout Fund 583)*	This fee offsets the costs of roadway improvements benefitting development throughout the South Livermore Specific Plan Area.

Fund Descriptions (Continued):

Fund	Description
200 - Low Income Housing Impact Fee	This fee provides funding for the creation and preservation of affordable housing. This includes land acquisition and construction of new units as well as the acquisition and rehabilitation of existing residential units. In addition, funds are used to provide down payment assistance to first time home buyers and housing support services and rental assistance to persons who are homeless.
623 – Wastewater Connection Fee	This fee provides for the implementation of the City's wastewater system, inclusive of the treatment plant, disposal system and collection system trunk lines to handle new development. It includes treatment for wastewater to recycled water as well as to treatment for disposal. Projects are identified in the City's Wastewater Treatment Plant and Wastewater Collection Systems and Recycled Water Master Plans.
643 – Water Connection Fee	This fee provides water storage facilities and connections to the potable or recycled water system of the City. Projects are identified in the City's Water and Recycled Water Master Plan.

Amount of the Fees:

Fund	Fee Amount
612 - Storm Drainage Fee	$0.57 per square foot of impervious surface.
510 - Traffic Impact Fee	Residential Fees are: $12,153 per single family residence $5,664 - $9,582 for multi-family residences $3,730 for senior housing. Non-residential fees per KSF are $33,007 for commercial $21,130 for office $13,119 for industrial $6,628 for warehouse Hotel/motel fees are $9,528 per room. Downtown multi-family rates are $3,477 - $5,883 per dwelling unit depending on bedroom count. Downtown Commercial fees per KSF are $14,945 Other fees per average peak hour trip are $15,188
511 - Tri Valley Transportation Fee 20%	Residential Fees are: $7,196.07 per single family residence $4,242.76 for multiple units Non-residential fees per KSF are $6,130 for retail $9,610 for office $5,420 for industrial Fees for other categories were $6,655.28 per average am/pm peak hour trip. The portion used for City projects is 20%.

Amount of the Fees (Continued):

Fund	Fee Amount
290 - Housing and Human Services	Residential fees are: $1,677 per single family detached residence $1,415 per single family attached residence $1,298 for multi-family residences $996 for Mobile Homes and Secondary Units Non-residential fees per KSF are $7 for commercial office $5 commercial retail and service Industrial Office, Manufacturer, Warehousing, and Construction are charged $6, $3, $2 and $3 respectively. Other non-residential fees are $5 per KSF.
512 - Parks and Trails Fee	Residential Fees are: $25,312 per single-family residence $13,419 - $22,024 for multifamily residences Senior housing is $4,307 per unit Non-residential fees per KSF are: $1,602 for warehouse $2,134 for industrial $3,209 for commercial $4,589 for office
Major Attraction Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	$1,562 per residential unit developed
Recycled Water Fee (Resides in Water Replacement Fund 642)	The recycled water fee is 20% of the current Alameda County Water Connection fee. $6,982 for a 5/8" meter $10,473 for a ¾" meter $17,455 for a 1" meter $34,910 to $111,712 (depending on meter type) for 1 ½" meter $34,910 to $139,640 (depending on meter type) for a 2" meter.

Amount of the Fees (Continued):

Fund	Fee Amount
Roadway Improvement Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	$13,838 per residential unit developed within the South Livermore Valley Specific Plan Area.
200 - Low Income Housing Impact Fee	$39.94/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance. Commercial fees are based per KSF: $1,935 for Retail Commercial $1,457 for Discount/Service Retail $1,243 for office Lodging fees were $949 per room Industrial fees per KSF are: $597 for manufacturing $173 for warehouse $1,234 for a business park $612 for Industrial high intensity $387 for Industrial low intensity.
623 – Wastewater Connection Fee	Residential fees are: $8,333.03 per single family residence $4,397.99 to $8,333.03 for multiple family residences For industrial, commercial, or restaurant uses, the rate ranges from $0.46 - $37.52 per square foot of building depending upon classification of the building.
643 – Water Connection Fee	$5,585 for a 5/8” meter $8,378 for a ¾” meter $13,963 for a 1” meter $19,548 for 5/8" iPerl meter $30,718 for 1; iPerl meter $89,360 for 2" meter

Schedule of Working Capital Balances and Activities:

	Storm Drainage Fee (F612)	Traffic Impact Fee (F510)	Tri-Valley Transportation Development Fee 20% (F511)	Human Services Facility Fee (F290)	Parks and Trails Fee (F512)	Recycled Water Fee (F642)*	Road Improvement Fee (F583)**	Low Income Housing Impact Fee (F200)	Sewer Connection Fee (F623)	Water Connection Fee (F643)
Beginning Balance 7-1-2024	$ 7,386,142	$ 24,279,196	$ 3,130,224	$ 549,342	$ 4,596,202	$ 2,731,041	$ 299,261	$ 8,159,355	$ 6,089,717	$ (80,090)
Revenues and Other Sources										
Developer Fees	1,679,034	6,776,874	1,155,564	589,434	7,520,197	-	-	378,871	5,559,779	1,634,632
Miscellaneous Revenue	-	-	-		-	-	-	290,146	5,377	-
Interest Income	490,278	1,643,128	215,399	19,803	386,115	-	-	491,794	566,563	12,305
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Sources:	2,169,311	8,420,002	1,370,963	609,238	7,906,312	-	-	1,160,811	6,131,719	1,646,937
Expenditures and Other Uses										
Projects	-	-	-	-	-	-	-	-	-	-
Operating Expenses	15,473	78,205	-	43,082	5,782	-	-	1,039,563	-	20,417
Operating Transfers Out		66,618							1,065,000	241,205
Transfers Out - To CIP	1,440,500	3,731,000	-	80,000	3,630,357	300,000	-	-	4,552,388	-
Total Uses:	1,455,973	3,875,823	-	123,082	3,636,139	300,000	-	1,039,563	5,617,388	261,622
Ending Balance 6-30-2025	$ 8,099,481	$ 28,823,376	$ 4,501,188	$ 1,035,498	$ 8,866,375	$ 2,431,041	$ 299,261	$ 8,280,603	$ 6,604,048	$ 1,305,226

** Recycled water fee balance resides in Fund 642, Water Replacement*
*** Road Improvement Fee balance resides in Fund 583, SoLivSpec Plan & AD Closeout*

Note: Major Attraction Fee not shown because it has a zero balance and no revenues have been collected.

Schedule of Five-Year Revenue:

	Storm Drainage Fee (F612)	Traffic Impact Fee (F510)	Tri-Valley Transportation Development Fee 20% (F511)	Human Services Facility Fee (F290)	Parks and Trails Fee (F512)	Recycled Water Fee (F642)*	Road Improvement Fee (F583)**	Low Income Housing Impact Fee (F200)
FY 2020-21 Revenue	$ 156,414	$ 521,291	$ 148,945	$ 108,287	$ 1,051,719	$ -	$ -	$ 159,935
FY 2021-22 Revenue	119,944	878,009	43,248	18,896	289,438	-	-	1,195,114
FY 2022-23 Revenue	174,038	1,261,971	112,234	59,572	721,175	-	-	1,791,936
FY 2023-24 Revenue	296,152	971,971	74,748	113,266	1,307,377	-	-	4,803,807
FY 2024-25 Revenue	1,679,034	6,776,874	1,155,564	589,434	7,520,197	-	-	378,871
Total Revenue:	$ 2,425,581	$ 10,410,116	$ 1,534,740	$ 889,455	$ 10,889,907	$ -	$ -	$ 8,329,664

** Recycled water fee balance resides in Fund 642, Water Replacement*

*** Road Improvement Fee balance resides in Fund 583, SoLivSpec Plan & AD Closeout*

Note: Major Attraction Fee not shown because it has a zero balance and no revenues have been collected.

Five-Year Revenue Test Using First In First Out Method:

Working Capital Balance more than five-year revenue total is cause for a finding as described on the following page.

	Storm Drainage Fee (F612)	Traffic Impact Fee (F510)	Tri-Valley Transportation Development Fee 20% (F511)	Human Services Facility Fee (F290)	Parks and Trails Fee (F512)	Recycled Water Fee (F642)*	Road Improvement Fee (F583)**	Low Income Housing Impact Fee (F200)
Working Capital Ending Balance 6/30/2025	$ 8,099,481	$ 28,823,376	$ 4,501,188	$ 1,035,498	$ 8,866,375	$ 2,431,041	$ 299,261	$ 8,280,603
Less:								
Five year Revenue total	2,425,581	10,410,116	1,534,740	889,455	10,889,907	-	-	8,329,664
Working Capital Balance Unexpended/(Expended)	$ 5,673,899	$ 18,413,260	$ 2,966,448	$ 146,043	$ (2,023,532)	$ 2,431,041	$ 299,261	$ (49,061)

** Recycled water fee balance resides in Fund 642, Water Replacement*

*** Road Improvement Fee balance resides in Fund 583, SoLivSpec Plan & AD Closeout*

Note: Major Attraction Fee not shown because it has a zero balance and no revenues have been collected.

Five Year Spend Test:								
Pass (P) or Not Pass (NP)	NP - See Footnote 1	NP - See Footnote 2	NP - See Footnote 3	P - See Footnote 4	P - See Footnote 5	NP - See Footnote 6	NP - See Footnote 7	P - See Footnote 8

Five-Year Revenue Test Findings:

Footnote #	Fund	5-Year Test Result
1	612 - Storm Drainage Fee	This fund includes balances held beyond five years as described in AB1600. These funds are intended for a variety of Storm Drain upgrade projects required for increased flows due to new development. Storm Drainage Fee projects are identified in the Storm Drain Master Plan. Near term projects involve upsizing storm drain trash capture devices for increased flows from future development. Other storm drain work over the next five years involves correcting existing deficiencies and is not funded with Storm Drainage Fees. The Storm Drain master plan identifies over $14 Million in projects planned after 2030 that are required for increased flows from new development such as upsizing storm drains on Hollice, Cedar, Chardonnay, Alden, and First Streets. The Storm Drain Connection Fee Study calculates the required storm drain development fee to fund these future projects.
2	510 - Traffic Impact Fee	This fund includes balances held beyond five years as described in AB1600. These funds are intended for a variety of road improvement projects that are required to accommodate increased traffic from new development. These projects are identified in the Traffic Impact Fee Study and they are listed in the FY 2025-30 Capital Improvement Plan. Over the next five years, over $9 million in projects are anticipated and include Vasco Road Widening, design of the upsized Vasco Interchange, and Jack London Boulevard and Isabel Avenue Intersection improvements. Over $240 Million in capacity improvement projects planned after 2030 are listed as Out Year Projects in the FY 2025-30 Capital Improvement Plan and include improvements to the Vasco, First Street, and Isabel Interchanges along with various improvements to City streets including West Jack London Blvd, Greenville Road, North Livermore Ave, and Las Positas Road. Every two years the Capital Improvement Budget is reviewed and updated if necessary.
3	511 - Tri-Valley Transportation Development Fee 20%	This fund includes balances held beyond five years as described in AB1600. 20% of the Tri-Valley Transportation Development Fees collected can be used on City projects that are listed by the Tri Valley Transportation Committee as regional transportation projects such as interchange improvements, Vasco Road widening, North Canyons Parkway/Dublin Boulevard Connection, the Iron Horse Trail, and Valley Link. Currently over $17 Million is budgeted with 20% Tri-Valley Transportation Development Fees in the FY 2025-30 Capital Improvement Plan for the Vasco Interchange, North Canyons Parkway/Dublin Boulevard Connection, and Vasco Road Widening Projects. More detail on these projects is available in the City's FY 2025-30 5-year Capital Improvement Plan.
4	290 - Human Services Facilities Fee	This fund includes balances held beyond five years as described in AB1600. These funds are collected to construct projects that will provide housing and human services for the increased population associated with new development. Required projects are identified in the Human Services Facility Fee Study and the City's FY 2025-30 Capital Improvement Plan. Over $1 Million in improvements is currently funded in the FY 2025-30 Capital Improvement Plan with Housing and Human Services Fees over the next five years for improvements to the Multi-Service Center Upgrade, project BL202419. More details for this project are available in the City's FY 2025-30 5-year Capital Improvement Plan.

Five-Year Revenue Test Findings (Continued):

Footnote #	Fund	5-Year Test Result
5	512 - Parks and Trails Fee	Five year spent test met in accordance with Government Code 66001.
6	Recycled Water Fee (Resides in 642 - Water Replacement Fund)	This fund includes balances held beyond five years as described in AB1600. Over $3 Million in Recycled Water Fees are currently funded over the next three years for the WRP UV Treatment System Replacement Project WW202128 in the City's FY 2025-30 Capital Improvement Plan. This project involves upsizing the treatment of the UV treatment facility so that enough recycled water can be produced to meet future demands. More detail on this project is available in the City's FY 2025-30 5-year Capital Improvement Plan.
7	Road Improvement Fee (Resides in 583 SoLivSpec Plan & AD Closeout Fund)	This fund includes balances held beyond five years as described in AB1600. These funds will be used for the road improvements in the South Livermore Valley Plan Areas. Anticipated expenditures of over $400,000 are planned in the next five years for the Foley Road Realignment Project. More details on this project are available in the City's FY 2025-30 5-year Capital Improvement Plan.
8	200 - Low Income Housing Impact Fee	Five year spent test met in accordance with Government Code 66001.

Project listing:

	Fund	Project	Percentage of Project Expenditures	Total FY 2024-25 Project Cost
1	612 - Storm Drainage Fee	SD202425 - 2024 Strom Drain Trash Capture	100.00%	1,440,500
			Total Fund 612 Expenses:	$1,440,500
2	510 - Traffic Impact Fee (TIF)	TC202326 - Portola Avenue and Sedona Common Traffic Signal Improvements	17.56%	$655,000
		TI199238 - Isabel Avenue / I-580 Interchange	12.60%	470,000
		TI199352 - Vasco Road / I-580 Interchange	49.88%	1,861,000
		TI200259 - North Canyons Parkway / Dublin Boulevard Connection	8.04%	300,000
		TI200720 - El Charro Specific Plan Infrastructure	2.28%	85,000
		TI201028 - Foley Road Realignment	0.27%	10,000
		TI201837 - Vasco Road Widening	8.04%	300,000
		TI201937 - Intersection Improvements - Jack London Boulevard and Isabel Avenue	1.34%	50,000
			Total Fund 510 Expenses:	$3,731,000
3	511 - Tri-Valley Transportation Development Fee 20%	No projects	N/A	-
4	290 - Human Services Facility Fee	DR202118 - Livermore Village Remediation	100.00%	80,000
			Total Fund 290 Expenses:	$80,000
5	512 - Park Fee - AB 1600	DR202121 - Veteran's Park	5.10%	185,000
		PB200429 - Doolan Park Landscape Rehabilitation	6.61%	240,000
		PB200646 - LARPD Park Expansion Projects	57.85%	2,100,000
		PB202319 - Springtown Open Space Improvements	20.39%	740,357
		TB201945 - Las Colinas Trail	4.41%	160,000
		TB201955 - Arroyo Road Trail (T-13, Segment B)	5.65%	205,000
			Total Fund 512 Expenses:	$3,630,357
6	Major Attraction Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No projects	N/A	-

Project Listing (Continued):

	Fund	Project		Percentage of Project Expenditures	Total FY 2024-25 Project Cost
7	Recycled Water Fee (Resides in Water Replacement Fund 642)	WW202128 - WRP UV Treatment System Replacement		100.00%	300,000
				Total Fund 642 Expenses:	$300,000
8	Roadway Improvement Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No projects		N/A	-
9	200 - Low Income Housing Fee	No projects		N/A	-
10	623 - Wastewater Connection Fee	WW201931 - WRP Primary & Secondary Treatment Improvements, Phase 1		50.13%	2,282,000
		WW202003 - Sewer Replacement	*	19.53%	889,250
		WW202128 - WRP UV Treatment System Replacement	*	21.81%	993,000
		WW202129 - WRP SCADA Server & Network Upgrade	*	1.37%	62,228
		WW202217 - WRP Primary & Secondary Treatment Improvements, Phase 2	*	5.65%	257,000
		WW202218 - WRP SCADA PLC Controls Upgrade	*	1.52%	69,000
				Total Fund 623 Expenses:	$4,552,478
11	643 - Water Connection Fee	No projects		N/A	-

* Note: These four projects are continuing into Fiscal Year 2025-26.

Descriptions of Transfers:

Fund	Transfer Descriptions
612 - Storm Drainage Fee	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses. Operating transfers out were to cover the overhead cost of administering the program. The amount is based on the Cost Allocation Plan.
510 - Traffic Impact Fee (TIF)	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.
511 - Tri Valley Transportation Fee 20%	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.
290 - Human Services Facility Fee	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.
512 - Parks and Trails Fee	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.
Major Attraction Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No transfers occurred in FY 2024-25
Recycled Water Fee (Resides in 642 - Water Replacement Fund)	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.

Descriptions of Transfers (Continued)

Fund	Transfer Descriptions
Roadway Improvement Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No transfers occurred in FY 2024-25
200 - Low Income Housing Impact Fee	No transfers occurred in FY 2024-25
	Operating transfers out were to pay Livermore's share of the debt service for the Livermore Amador Valley Water Management Agency (LAVWMA) pipeline.
623 – Wastewater Connection Fee	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.
	Operating transfers out were for debt service for 2020 Certificates of Participation.
643 – Water Connection Fee	Beginning In FY 2024-25, The City split the Capital improvement program out of the Operatng Funds. Operating funds that are used to fund CIP projects are transferred to the CIP funds for expenses.

Amount of Refunds made:

Fund	Refund Amount
612 - Storm Drainage Fee	No refunds issued in FY 2024-25
510 - Traffic Impact Fee	No refunds issued in FY 2024-25
511 - Tri Valley Transportation Fee 20%	No refunds issued in FY 2024-25
290 - Human Services Facility Fee	No refunds issued in FY 2024-25
512 - Parks and Trails Fee	No refunds issued in FY 2024-25
Major Attraction Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No refunds issued in FY 2024-25
Recycled Water Fee (Resides in 642 - Water Replacement Fund)	No refunds issued in FY 2024-25
Roadway Improvement Fee (Resides in SoLivSpec Plan & AD Closeout Fund 583)	No refunds issued in FY 2024-25
200 - Low Income Housing Impact Fee	No refunds issued in FY 2024-25
623 – Wastewater Connection Fee	No refunds issued in FY 2024-25
643 – Water Connection Fee	No refunds issued in FY 2024-25

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.11**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Benny Stuth, Airport Manager

SUBJECT: Resolution authorizing signing of an Estoppel Certificate and Agreement, Leasehold Addendum for Leasehold Financing, and Sub-Leasehold Addendum for financing for Five Rivers LLC, Fremont Bank, and other authorized lenders as applicable.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to sign the Estoppel Certificate and Agreement, Leasehold Addendum for Leasehold Financing, and Sub-Leasehold Addendum for Financing, with Five Rivers Aviation, LLC, Fremont Bank, and any other lenders for Small Business Association Loan TMC to restructure current financing and secure more favorable financing terms.

DECISION TYPE

Administrative

SUMMARY

Five Rivers Aviation LLC (Lessee), a fixed base operator providing pilot support services, facilities, and fueling at the Livermore Airport, has requested the City of Livermore (City) give approval to refinance construction loans originally used to develop its facilities under a 2013 ground lease with the City of Livermore.

The proposed refinancing, to be facilitated through Fremont Bank and supported by a Small Business Administration TMC Loan, will allow the Lessee to secure more favorable loan terms. This refinancing will not alter the City's existing lease terms or financial obligations but will help ensure continued financial stability and quality of services at the airport.

City Council approval is required because the improvements are located on City-leased property, and lender agreements must include City consent under the lease provisions.

DISCUSSION

In 2013, the City entered into a long-term ground lease with the Lessee for the construction and operation of a Fixed Base Operation (FBO) at Livermore Airport. The FBO provides essential services to airport users, primarily aircraft fueling, hangar facilities, flight planning and meeting spaces, and other support operations for both business and private aviation.

The Lessee completed construction of its facilities under the terms of that lease and financed these improvements through loans underwritten by Fremont Bank. Five Rivers has now requested City approval to restructure and refinance those existing construction loans to obtain better loan terms through a Small Business Administration TMC Loan.

Because the improvements are located on City-leased land, the consent of the City is required to finalize the refinancing. In response, the City has requested additional protections as part of its consent to the refinancing. These include extending the lender's notification period from thirty (30) to sixty (60) days in the event of a default by the Master Lessee and allowing the City to assume daily operations of the FBO if necessary to maintain uninterrupted service for airport users. These conditions are inclusive of all other prior conditions and agreements established with the Master Lessor.

These measures ensure the City's interests are protected and that the airport continues to operate safely and efficiently for the public, even in the unlikely event of a borrower default.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Estoppel Certificate and Agreement
3. Exhibit B - Leasehold Addendum Agreement
4. Exhibit C - Subleasehold Addendum

Prepared by: Benedict Stuth
Airport 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 AUTHORIZING THE SIGNING OF AN ESTOPPEL CERTIFICATE AND AGREEMENT, LEASEHOLD ADDENDUM FOR LEASEHOLD FINANCING, AND SUB-LEASEHOLD ADDENDUM FOR FINANCING FOR FIVE RIVERS AVIATION, LLC, FREMONT BANK, AND ANY OTHER AUTHORIZED LENDERS

Five Rivers Aviation LLC ("Lessee") has approached the City of Livermore, Livermore Airport ("City") with a request to restructure and refinance construction loans taken out on behalf of Lessee to construct improvements as approved through the Fixed Base Operator Ground Lease Agreement dated December 3, 2013, and amended on February 9, 2015, and again on May 12, 2015.

The purpose of the restructuring and refinancing is for Lessee to obtain more favorable financing terms through a Small Business Administration TMC Loan underwritten by Fremont Bank. In response and exchange for its consent, the City has requested additional terms and conditions be added to some of the forms proposed by Lessee. These additional conditions include expanded notification requirements to sixty (60) days in the event of a default by Lessee whereby the lienholder, Fremont Bank would be assigned the Master Lease. Upon notification of default by Fremont Bank, the City would be allowed to assume operations of the Fixed Base Operation to ensure continuity of service to the Airport until a suitable operator can be found in replacement.

Approval of this restructuring and refinancing of Lessee's loans is beneficial for the City in furthering its goal of continuing with the development, operation and maintenance of the City's infrastructure.

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

1. Authorizes the City Manager to sign, on behalf of the City, the Estoppel Certificate and Agreement, attached hereto as Exhibit A, the Leasehold Addendum for Leasehold Financing, attached hereto as Exhibit B, and the Subleasehold Addendum for Financing, attached hereto as Exhibit C, with Five Rivers Aviation, LLC, Fremont Bank, and any other lenders for a Small Business Association Loan TMC, to restructure current financing, and secure more favorable financing terms associated with the Ground Lease Agreement between the City and Lessee.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 8, 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 – Estoppel Certificate and Agreement
Exhibit B – Leasehold Addendum Agreement
Exhibit C – Subleasehold Addendum Agreement

ESTOPPEL CERTIFICATE AND AGREEMENT

THIS ESTOPPEL CERTIFICATE AND AGREEMENT (this "Agreement") is entered into effective as of _____, 2025, by and between **CITY OF LIVERMORE**, a California municipal corporation (the "Lessor"), **FIVE RIVERS AVIATION, LLC**, a California limited liability company (the "Lessee"), and **FREMONT BANK**, a California corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Fixed Base Operator Ground Lease Agreement dated December 3, 2013, recorded on February 24, 2014 under Instrument No. 2014055038 in the office of the County Recorder of Alameda County, California, said lease being modified by that certain First Amendment to Agreement dated February 9, 2015, recorded on February 11, 2015, as Instrument No. 2015042878 in the office of the County Recorder of Alameda County, California, said lease being further modified by that certain Second Amendment to Fixed Base Operation Ground Lease Agreement dated May 12, 2015, recorded on May 14, 2015, as Instrument No. 2015128839 in the office of the County Recorder of Alameda County, California (collectively, the "Lease"), Lessor has leased certain real property and improvements, as is more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Leased Premises");

WHEREAS, the Lender has extended or will extend to the Lessee two (2) loans (collectively, the "Loan") in the original principal amounts of $8,101,000.00 and $4,888,000;

WHEREAS, the Mortgage Capital Development Corporation (the "CDC") has extended or will extend to the Lessee a loan (the "CDC Loan") in the original principal amount of $5,000,000;

WHEREAS, the Lessee has executed and delivered or will execute and deliver to the Lender those certain Deeds of Trust (collectively, the "Deed of Trust"), granting the Lender and CDC a lien covering the leasehold estate as defined in the Lease, said Deed of Trust to be recorded in the Real Property Records of Alameda County, California;

WHEREAS, the Lessee has executed and delivered or will execute and deliver to the Lender and CDC those certain Security Agreements (collectively, the "Security Agreement"), granting the Lender and CDC a lien covering all equipment, inventory, accounts, fixtures, chattel paper and general intangibles owned by the Lessee (the "Personal Property Collateral");

WHEREAS, the Personal Property Collateral is located within the Leased Premises, and as a consequence thereof is subject to the Lease and to certain specific terms and conditions thereof which may now or hereafter afford Lessor with certain contractual and/or statutory rights to and interests in the Personal Property Collateral, including certain liens thereon, to secure payment of rents and/or other sums of money becoming due and payable under the terms of the Lease (collectively, the "Landlord Liens"); and

WHEREAS, as a material inducement to the extension of the Loan and CDC Loan from the Lender and CDC, respectively, to the Lessee, the Lender and CDC has required that Lessor and Lessee enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, is agreed by the Lessor, CDC, Lessee, and Lender:

1. Lessor represents, warrants and to its actual knowledge, acknowledges as follows: (a) the rights of Lender and CDC under the Deed of Trust and, no other third party (other than the parties to the Lease) has any rights, title or interest in and to the Lease; (b) a true and correct copy of the Lease is attached hereto as Exhibit "B" and is incorporated herein for all purposes; (c) the Lease has not been modified and it is in full force and effect in accordance with its terms; (d) as of the date hereof, neither Lessor nor Lessee are in default under the Lease, nor to the knowledge of the Lessor, has there occurred any event or circumstance which, with notice or the passage of time, or both, would constitute a default under the Lease; (e) as of the date hereof, there are no past due lease payments under the terms of the Lease; and, (f) Lessor shall not further modify or terminate the Lease without the Lender's and CDC's prior written consent, provided, however, Lender's and CDC's consent shall not be necessary for amendments required by the Federal Aviation Administration or FAA Grant Assurances.

2. The Lessor does hereby consent to: (a) the creation of the liens encumbering the Leased Premises pursuant to the Deed of Trust, and acknowledges that such liens shall not constitute a default thereunder, and (b) the creation of the liens encumbering the Personal Property Collateral, which are located on the Leased Premises. This consent by Lessor shall be pursuant to City Council approval and authorization.

3. Upon City Council approval and authorization, Lessor hereby expressly subordinates all of its Landlord Liens with respect to the Personal Property Collateral to the liens of the Lender and CDC securing the payment of the Loan and CDC Loan, and agrees as a part of such subordination that the Personal Property Collateral shall be deemed to remain personal property notwithstanding any affixation thereof to the Leased Premises. In the event Lender or CDC shall become entitled to recover possession of the Personal Property Collateral under the terms of the Security Agreement, Lender or CDC may enter the Leased Premises and remove the Personal Property Collateral therefrom; provided, however (a) any damage of or to the Leased Premises or debris left in the Leased Premises which are caused by the removal of the Personal Property Collateral shall be promptly repaired or removed to Lessor's satisfaction by Lender or CDC at no cost to Lessor, (b) Lender or CDC hereby agrees to indemnify and hold Lessor harmless from any and all claims, actions or suits arising from Lender's or CDC's acts to recover possession of the Personal Property Collateral, and (c) no sale or other disposition of the Personal Property Collateral shall take place in the Leased Premises.

4. In the event of a default under the Lease, the Lessor agrees to give the Lender and CDC written notice and opportunity to cure such default within ninety (90) days after the date of such written notice, and if such default under the Lease is incapable of being cured within such ninety (90) day period, the Lender or CDC shall have such additional time as is reasonably necessary to cure such default, provided the Lender or CDC diligently pursues curing such default after receipt of written

notice from the Lessor. In no event shall the Lender or CDC be obligated to cure any default under the terms of the Lease provided, however, in no event shall Lessor be obligated to provide Lender a cure period in excess of the amount of time reasonably necessary for Lessor to avoid or prevent such default from causing a default under the Lease. The parties expressly acknowledge and agree that in the event (a) there remains an outstanding balance due on the Note, and (b) the rental payments due under the Lease are being paid to the Lessor, the Lessor shall not have any right to terminate the Lease, without the prior written consent of the Lender and CDC, not to be unreasonably withheld.

5. In the event condemnation proceedings are instituted against any portion of the Leased Premises, Lessor and Lessee shall give immediate written notice to Lender, and afford Lender and CDC an opportunity to participate in any such proceeding and share in the settlement of any awards thereunder.

6. In the event that Lender or CDC acquires Lessee's rights under the Lease pursuant to the terms of the Deed of Trust or otherwise, Lender or CDC, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, shall have the right to assign the Lease or sublease the Leased Premises to a third party. Lessor shall have the right to review any financial and accounting documents or disclosures of a third party who is a proposed new tenant.

7. Lessee and Lender acknowledge that Lessor executes this Agreement solely in its proprietary capacity as Lessor, without independent investigation and with the understanding that Lessor shall not be liable for damages to Lender (or any other person or entity) in the event any inaccurate statements are negligently or inadvertently set forth herein, provided, however, that Lessor shall be estopped from and shall not be permitted to assert or enforce any claim or defense against Lender or its successors or assigns which is inconsistent with the statements contained in this Agreement. Lessee and Lender agree to hold City, its officers, employees and agents harmless from and against any claims, losses or liabilities arising from or related to the reliance of any third party upon this instrument or any act or omission of Lessee or Lender in connection with the financing of Lessee's leasehold interest other than with respect to Lender or its successor's reliance on this Agreement for estoppel purposes, except to the limited extent caused by Lessor's active negligence or willful misconduct. Nothing herein shall constitute a waiver of any governmental immunities or statutory protections afforded to Lessor under State law.

8. Nothing contained in this Agreement shall have any effect whatsoever on: (i) the Lease or any document related thereto or executed in connection therewith; (ii) the obligations of Tenant under the Lease or any other document executed by and between Tenant and Lessor, whether or not related to the Premises; (iii) the rights of Lessor under the Lease or any document related thereto or executed in connection therewith or any other document executed by and between Tenant and Lessor, whether or not related to the Premises, or (iv) guaranties of the Lease, if any, and Lessor specifically retains any and all rights it may have against any guarantors of any of Tenant's obligations under the Lease.

9. Any notice required or permitted to be given hereunder shall be given in writing, and shall be delivered either via hand delivery to the parties at the addresses provided below, or registered or certified mail, return receipt requested, postage prepaid, addressed to the addressee thereof at the

addresses set forth below. Any such notice shall be deemed received, upon actual receipt if by hand delivery, or whether actually received or not, upon deposit thereof in an official depository of the United States Postal Service. Any party hereto shall have the right to change such party's address for notice hereunder to any other address by delivery of written notice to all other parties hereto in the manner herein provided.

If to Lessor: City of Livermore
City Clerk
1052 S. Livermore Avenue
Livermore, California 94550

If to Lessee: Five Rivers Aviation, LLC
700 Terminal Circle
Livermore, California 94551

If to Lender: Fremont Bank, Commercial Lending
Attn: Kathleen Greenwalt
2580 Shea Center Drive, Mailstop 2694-1
Livermore, California 94551

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of California and the obligations of each of the parties hereto are and shall be performable in Alameda County, California. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provisions of this Agreement shall be modified or limited except by written agreement between the parties thereto.

11. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, effective as of the day and year first above written.

LESSOR:

CITY OF LIVERMORE,

a California municipal corporation

By:_____

Name: _____

Title: City Manager

APPROVED AS TO FORM:

_____

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

_____

Risk Manager/Analyst

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)

) **ss**

COUNTY OF _____)

On _____ before me, _____

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

Notary Public

_____

Printed Name: _____

(seal)

LESSEE:

FIVE RIVERS AVIATION, LLC,

a California limited liability company

By: _____

Printed Name: Harpreet Sandhu

Title: managing member

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)

) ss

COUNTY OF ALAMEDA **)**

On 11-10-2025 before me, ROCHELLE MARIE MAIER

(name), NOTARY PUBLIC (title), personally appeared HARPREET SINGH SANDHU 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(ies) 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.

ROCHELLE MARIE MAIER
COMM. #2491226
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 25, 2028

Notary Public

Rochelle Marie Maier

Printed Name: ROCHELLE MARIE MAIER

(seal)

LENDER:

FREMONT BANK,

a California corporation

By: _____

Printed Name: Ted Del Mundo

Title: Director, Commercial Note Manager

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

STATE OF CALIFORNIA)

) **ss**

COUNTY OF ALAMEDA)

On 11/7/2025 before me, Jennifer N. Robertson (name), Notary Public (title), personally appeared Ted Del Mundo, Director, Commercial Notes Manager 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(ies) 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.

Notary Public

_____

Printed Name: Jennifer N. Robertson

(seal)

JENNIFER N. ROBERTSON
Notary Public - California
Alameda County
Commission # 2412263
My Comm. Expires Aug 5, 2026

ACKNOWLEDGED AND ACCEPTED:

The undersigned, The Mortgage Capital Development Corporation ("CDC"), acknowledges receipt of this Estoppel Certificate and Agreement, and agrees that the representations herein may be relied upon by the CDC and the U.S. Small Business Administration in connection with the SBA 504 loan to the Lessee.

CDC:

THE MORTGAGE CAPITAL DEVELOPMENT CORPORATION

By: _____

Printed Name: Ron Lien

Title: Senior Vice President, Loan Operations

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)

) ss

COUNTY OF Alameda **)**

On 11/10/2025 before me, Leslie M. Castillo

(name), Notary Public (title), personally appeared Ron Lien, _____ 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(ies) 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.

LESLIE M. CASTILLO
Notary Public - California
Alameda County
Commission # 2412660
My Comm. Expires Aug 11, 2026

Notary Public

Printed Name: Leslie M. Castillo

(seal)

EXHIBIT "A"

Leased Premises Description

Real property located in the City of Livermore, County of Alameda, State of California, more particularly described as:

A portion of that certain parcel of land conveyed to the City of Livermore by the Grant Deed recorded at Reel 1781, Image 869, under series number AX-14844 Official Records of Alameda County, California, described as follows:

Commencing at the City Monument at the intersection of Club House Drive and the west leg of Terminal Circle (60' in width), thence along the monument line of said Terminal Circle South 1°22'59" East, 65.39 feet, thence North 88°37'01" West, 24.00 feet to the ACTUAL POINT OF BEGINNING of this description, thence along the west line of the aforesaid Terminal Circle and the southerly prolongation thereof South 1°22'59" East, 765.58 feet to a point on the northerly line of the North Airport Taxiway, thence along said northerly line North 88°37'01" west, 681.83 feet, thence along a line described as the Eastern line of the Clubhouse Parking Lot, North 1°22'59" East, 723.04 feet to the intersection thereof with a line described as a line drawn 10 feet southerly of and concentric with the southerly toe of the proposed "Flood Control Berm", thence from said point easterly along said concentric line along the arc of a curve concave to the south, with a radius of 259.00 feet, from a radial bearing of South 11°54'05" East, through a central angle of 23°50'05", an arc length of 107.74 feet, thence continuing along said line South 78°04'00" East, thence continuing along said line along the arc of a tangent curve concave to the north with a radius of 611.00 feet, through a central angle of 41°02'47", an arc length of 437.72 feet; thence along the arc of a non-tangent curve concave to the west, with a radius of 30.00 feet, from a radial bearing of South 80°11'22" West, through a central angle of 11°11'37", an arc length of 5.86 feet to the Point of Beginning

Containing 485,385 Square Feet more or less (11 143 Acres)

EXHIBIT "B"

Lease

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

B13
109
Ar

2014055038 02/24/2014 11:21 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00
COUNTY TAX: 8645.10

109 PGS

13-322

No Fee for recording
pursuant to Government
Code Section 27383

LIVERMORE
CALIFORNIA

LIVERMORE AIRPORT

Fixed Base Operator Ground Lease Agreement

City of Livermore
and
Five Rivers Aviation, LLC

City Clerk's Office
MAR 10 2014
City of Livermore

EXHIBIT B

FIXED BASE OPERATOR GROUND LEASE AGREEMENT

TABLE OF CONTENTS

		Page
ARTICLE 1.	**LEASE, LEASED PREMISES, TERM, TITLE AND USE OF PREMISES**	
Section 1.01	Lease	1
Section 1.02	Leased Premises	1
Section 1.03	Term	2
Section 1.04	Title	2
Section 1.05	Compliance with Laws	2
Section 1.06	Use of Leased Premises	2
ARTICLE 2.	**DEVELOPMENT**	
Section 2.01	Required Development Plans and Standards	3
ARTICLE 3.	**CHARACTER AND STANDARDS OF OPERATION**	
Section 3.01	Required and Permitted Activities	3
Section 3.02	Separate Lease for Southside Self-Serve Facility	4
Section 3.03	Operation of Facilities	4
Section 3.04	Identification and Periodic Reporting of Stored Aircraft	4
Section 3.05	Noise Abatement Provisions	4
Section 3.06	Airport Airshows and Static Display Events	5
ARTICLE 4.	**SPECIAL STANDARDS OF OPERATION OF FUELING ACTIVITIES**	
Section 4.01	Exclusive and Non-exclusive Privileges	5
Section 4.02	Performance of Fueling Services	6
Section 4.03	Performance of Service on a Non-Discriminatory Basis	6
Section 4.04	Self-Serve Fuel Price	6
Section 4.05	Aviation Fuels and Lubricants	6
Section 4.06	Fuel Handling and Equipment	6
Section 4.07	Fuel Farm Use and Fuel Tank Rental Fee	7
Section 4.08	Hazardous Materials Permit and Spill Plan	8
Section 4.09	Safety Training for Personnel Performing Fueling Operations	8
Section 4.10	Ground Handling and Line Service Equipment	8
Section 4.11	Fuel Flowage Fee	8

ARTICLE 5.	**RENT**	
Section 5.01	Fixed Rent	9
Section 5.02	Periodic Appraisal Adjustment - Fixed Rent	10
Section 5.03	Fixed Rental Value Dispute	10
Section 5.04	Annual CPI Adjustment of Fixed Rent	11
Section 5.05	Late Charges	11
Section 5.06	Landing Fees for Commercial Aircraft Operations and Other Charges	11
Section 5.07	Records of Collection	12
Section 5.08	No Partnership or Joint Venture	12
ARTICLE 6.	**LESSEE'S ENCUMBRANCES**	
Section 6.01	Lessee's Right to Encumber	13
Section 6.02	Notice of Loan Default	13
Section 6.03	Rights of Lender to Cure Defaults	13
Section 6.04	Purchaser In Foreclosure to be Deemed Lessee	13
ARTICLE 7.	**MAINTENANCE, REPAIRS AND HAZARDOUS MATERIALS**	
Section 7.01	Maintenance and Repair by Lessee	14
Section 7.02	Hazardous Materials Provisions	14
Section 7.03	Stormwater Provisions	16
ARTICLE 8.	**TAXES AND UTILITIES**	
Section 8.01	Taxes to be Paid by Lessee	16
Section 8.02	Connection to Utility Services	17
Section 8.03	Utilities, Trash, and Refuse	17
ARTICLE 9.	**INDEMNIFICATION, INSURANCE AND BONDS**	
Section 9.01	Hold Harmless	18
Section 9.02	Insurance	18
Section 9.03	Performance Bond on Lease	21
ARTICLE 10.	**DEFAULT AND REMEDIES**	
Section 10.01	Events of Default by Lessee	21
Section 10.02	Immediate Right of Re-entry upon Default	22
Section 10.03	Liens	22
Section 10.04	Waiver of Defaults	22
Section 10.05	Removal and Ownership of Improvements at Termination	22
Section 10.06	Abandonment	23

EXHIBIT B

ARTICLE 11.	**ASSIGNMENT AND SUBLEASING**	
Section 11.01	Assignment	23
Section 11.02	Lessee's Right to Sublease	24
ARTICLE 12.	**LEGAL ACTION AND MEDIATION**	
Section 12.01	Legal Action and Mediation	24
ARTICLE 13.	**GRANT AGREEMENT COVENANTS**	
Section 13.01	Grant Agreement Covenants	25
ARTICLE 14.	**MISCELLANEOUS PROVISIONS**	
Section 14.01	Compliance with Laws and Regulations	26
Section 14.02	Right to Enter (Inspection of Leased Premises and Improvements)	27
Section 14.03	Prevention of Trespass	28
Section 14.04	Right to Amend	28
Section 14.05	Consent Not to be Unreasonably Withheld	28
Section 14.06	Governing Law	28
Section 14.07	Headings	28
Section 14.08	Attorneys' Fees	29
Section 14.09	Notice	29

ATTACHMENTS:

Exhibit A	Legal Description of Leased Parcel
Exhibit B	Plat Map of Leased Parcel
Exhibit C	Required Development Plans, Standards, Bonds and Construction Timeline
Exhibit D	Airport Sponsor Assurances
Exhibit E	Minimum Standards for Commercial Aeronautical Activities and Airport Rules and Regulations
Exhibit F	Draft Southside Self-Serve Fuel Facility Ground Lease Agreement

EXHIBIT B

City of Livermore

FIXED BASE OPERATOR GROUND LEASE AGREEMENT

This Lease is made and entered into this 3 day of December, 2013, and is by and between Lessor, the CITY OF LIVERMORE, California, a municipal corporation (hereinafter called "City"), and Five Rivers Aviation, LLC (hereinafter called "Lessee"). The parties agree as follows:

RECITALS:

1.The City owns all that certain real property located at the Livermore Municipal Airport ("Airport") in the County of Alameda, State of California.

2.City and Lessee desire to enter into a lease relating to the occupancy of certain premises (Leased Premises) at the Livermore Municipal Airport for the purposes of constructing and operating a full-service Fixed Base Operator (FBO) facility on the north side of the airfield, more particularly identified and described as Lease Parcel NW-C1 on Exhibits A and B, which are incorporated herein by this reference. Lessee further desires to utilize the City-owned underground fuel storage and distribution facility ("Fuel Farm") for a period of time until Lessee constructs its own fuel storage facility.

3.Lessee has carefully and completely examined the Leased Premises, is fully informed of the condition of the premises, and is satisfied as to the suitability of the premises for the proposed purposes. Lessee expressly waives any and all claims against City relative to the nature, condition, or suitability of the premises.

ARTICLE 1

LEASE, LEASED PREMISES, TERM, TITLE AND USE OF PREMISES

Section 1.01 Lease. City hereby leases to Lessee, and Lessee leases from City, the Leased Premises as described herein upon the covenants, terms, and conditions hereinafter set forth.

Section 1.02 Leased Premises. The Leased Premises consists of the real property situated in the City of Livermore, County of Alameda, State of California, more particularly identified and described as Lease Parcel NW-C1 on Exhibits A and B, which are attached hereto and incorporated herein by reference.

EXHIBIT B

Section 1.03 Term with Option to Extend. The term of the Lease shall be for a fixed period of thirty-five (35) years, commencing on the day of execution of this Lease. The Lessee shall have the option to extend the term of the Lease for two (2) additional 5-year periods under the same conditions so long as Lessee provides City with written notice of its interest to extend the term not less than one year in advance of the expiration of the initial term. The Lease is expressly contingent upon the affirmative decision of the City Council to proceed with the Lease (as proposed or an alternative thereto) following certification; and the imposition of any feasible mitigation measures that have been identified during the environmental review process.

Section 1.04 Title. During the term of this Lease, except as otherwise provided for herein, title to any and all improvements placed on the Leased Premises by Lessee shall be vested in Lessee, unless Lessee elects to transfer title to City and City agrees in writing to accept such title.

Section 1.05 Compliance with Laws. In its use and operation of the Leased Premises, Lessee shall comply with all applicable statutes, ordinances, or regulations now or hereafter adopted by any federal, state, or county governmental entity, and with all ordinances, regulations, policies, and guidelines now or hereafter adopted by the City of Livermore or any of its boards or commissions, including, but not limited to:

a. The "Airport Rules and Regulations" adopted and as may be amended by the Livermore City Council.

b. The "Minimum Standards for Commercial Aeronautical Activities" for the Airport, adopted by the Livermore City Council; and

c. Sections 3.03.180 and 4.06.270 of the Livermore Development Code pertaining to Airport land use, zoning and signs.

d. Upon 30 days' written notice from City to Lessee, City may elect to declare this Lease in default if Lessee fails to conform to any rule, regulation, ordinance, statute or other law which directly affects operations at the Livermore Municipal Airport.

Section 1.06 Use of Leased Premises. In addition to Section 1.05, Lessee agrees that the use of the Leased Premises, the development thereof, and any construction or improvements thereon, shall be in accordance with the applicable provisions of the 2003 Livermore General Plan, the Livermore Municipal Code and the Planning and the Development Code of the City of Livermore and shall be in conformance with the requirements of Exhibit C attached hereto.

Lessee shall use the Leased Premises for the operation of a full-service Fixed Based Operator as defined in Part 3-A and 3-B of the Minimum Standards for

Commercial Aeronautical Activities. Lessee is further permitted to use the Leased Premises for associated uses as defined in Parts 3-C through 3-H of the Minimum Standards for Commercial Aeronautical Activities. The Lease Premises shall not be used for any other business or purpose without the prior written consent of the City.

Lessee's use of the premises shall be in accordance with all laws concerning Lessee's use of the premises, including, without limitation, the obligation at Lessee's cost to alter, maintain, or restore the premises, or construct improvements in or to the premises, in compliance and conformity with all laws and government requirements relating to the condition, use, or occupancy of the premises during the term, whether foreseen or unforeseen, regardless of the cost, and regardless of when during the term the work is required.

ARTICLE 2

DEVELOPMENT

Section 2.01 Required Development Plans and Standards. Buildings and other improvements which are part of the Leased Premises, and which shall not exceed 75,000 square feet, shall be constructed in accordance with the requirements set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

The Fixed Based Operator facility improvements are generally anticipated to be comprised of a main building with lobby and office space, vehicle parking, hangar space for maintenance and aircraft storage, an above-ground fuel storage facility ("fuel farm"), a self-serve Avgas facility, and various apron and transient aircraft parking areas.

ARTICLE 3

CHARACTER AND STANDARDS OF OPERATION

Section 3.01 Required and Permitted Activities. Pursuant to Part 3-A of the Minimum Standards for Commercial Aeronautical Activities and all applicable Airport Rules and Regulations, during the term of this Lease, Lessee is required to undertake and pursue, on a regular basis and consistent with industry practices, the following commercial aeronautical activities:

a. Airframe and Power Plant Repair;
b. Hangar Keeping;
c. Fueling; and
d. Line Services

Other commercial aeronautical activities are permitted as defined and regulated by the City's Minimum Standards for Commercial Aeronautical Activities.

Section 3.02 Separate Lease for Southside Self-Serve Facility. City and Lessee shall be parties to a separate medium-term ground lease agreement relating to the occupancy of a parcel of land on the Airport's southside, at a location and size yet to be determined, for the purpose of Lessee's installation and operation of a self-serve fueling facility to dispense aviation gasoline (Avgas). The Southside Self-Serve Fuel Facility Ground Lease Agreement is attached hereto as Exhibit F and incorporated herein by reference. The parties agree that the forms and conditions of the Self-Serve Fuel Facility Lease Agreement shall be in substantial conformance with the form of the Agreement attached hereto as Exhibit F. The Self-Serve Fuel Facility Lease Agreement shall be negotiated and entered into within the construction timeline provided in Exhibit C, Section C.06., which is attached hereto and incorporated herein by this reference

Section 3.03 Operation of Facilities. Lessee shall continuously use the premises for the uses specified in this Lease and shall continuously operate the premises in accordance with the conditions of the Minimum Standards for Commercial Aeronautical Activities. If the premises are destroyed or partially condemned and this lease remains in full force and effect, Lessee shall continue operation of its business at the premises to the extent reasonably practical and under the terms and conditions as mutually agreed to by the parties during any period of reconstruction.

The maintenance and operation of facilities on the Leased Premises shall at all times during the term of this Lease be under the direct supervision of Lessee or a competent representative of Lessee, who shall be subject at all times to the direction and control of Lessee.

Section 3.04 Identification and Periodic Reporting of Stored Aircraft. Lessee shall, at all times, maintain a current list of all aircraft based, hangared or stored upon the Leased Premises, containing for each aircraft the name and address of the aircraft owner, the aircraft type (make, model, year, number of engines and seats), and the aircraft registration number. Lessee shall provide the City with a copy of such a list at any time the Airport Manager requests same.

Lessee shall report to the Airport Manager by no later than the 5th day of each month the total number of single engine, twin-engine, turbo-prop, jets, and helicopters stored on the premises during the prior month. This information will be used for monthly statistics kept by the Airport.

Section 3.05 Noise Abatement Provisions. Lessee shall make an effort to aid in the mitigation of noise complaints, especially those resulting from night operations, and help foster public relations by requesting aircraft operators to adhere to the "Livermore Airport Voluntary Restraint from Night Flying Time Period" and refrain from flying between 2200 hours and 0600 hours local time.

Lessee shall not provide, to the extent feasible under the federal grant assurances, emergency, medical and law enforcement operations excluded, any line or support services to aircraft between 2200 hours and 0600 hours. Lessee shall also adhere to the Recommended Noise Abatement Procedures and all other noise abatement procedures now in existence or which may be subsequently adopted by the City Council and/or promulgated by the Airport Manager.

Section 3.06 Airport Airshows and Static Display Events. Lessee is hereby notified that an airshow, an airport open house, or a similar static display event may be conducted from time to time at the Airport which may cause an inconvenience to Lessee. City agrees to provide a minimum of 72-hours' advance notice of such planned events to Lessee. During the day or days of these events, Lessee or their customers may have limited aircraft access to the Airport. If so, arrangements must be made to relocate aircraft if Lessee wishes to operate aircraft during those times.

ARTICLE 4

SPECIAL STANDARDS OF OPERATION OF FUELING ACTIVITIES

Section 4.01 Exclusive and Non-exclusive Privileges. The following shall apply to the operation and maintenance by Lessee of fueling facilities on and from the Leased Premises. Lessee shall have:

a. The exclusive privilege of storing, offering for sale, selling and delivering aviation fuels, propellants and lubricants on the Leased Premises; and

b. The non-exclusive privilege of offering for sale, selling and delivering aviation fuels, propellants and lubricants to customers for use in aircraft stored or parked on the public use apron and on other parts of the Livermore Municipal Airport. Lessee shall not enter into agreements with others whereby others share in the fueling privileges or the services herein authorized without the prior written consent of City.

The City agrees that third parties, who may propose to conduct commercial aviation activities on areas of the Airport not defined as the Leased Premises, will be subject to the current Minimum Standards ("Minimum Standards") for Commercial Aeronautical Activities and all applicable Airport Rules and Regulations. The City agrees that the Minimum Standards shall not be modified in a material manner. In the event that a Fixed Base Operator other than the Lessee is permitted to dispense fuel at the Livermore Airport, the City agrees to grant an option to the Lessee to renew the terms of this lease for an additional 35 years with rent and fees set forth in Article 5 (Rent) and Section 4.11 (Fuel

Flowage Fees) reduced to an amount that is 10% of what would otherwise be due effective immediately upon exercising the option.

Lessee agrees to not offer for sale, on any self-serve facility, Jet fuel (Jet-A) at any time on the Leased Premises.

Section 4.02 Performance of Fueling Services. Lessee shall adhere to all requirements of the Industrial Relations Department of the State of California covering requirements for the storage and dispensing of volatile fuels and accessories, as well as all applicable local, state and federal regulations. Lessee shall perform its fueling services in a manner consistent with industry practices and in accordance with the Minimum Standards for Commercial Aeronautical Activities and all applicable Airport Rules and Regulations. All the services hereunder shall be thorough, prompt and efficient as judged by the Airport Manager, and shall be adequate to meet the demands of the public on the Airport.

Section 4.03 Performance of Service on a Non-Discriminatory Basis. The fueling services performed under this Lease shall be provided on a fair, equal and non-discriminatory basis to all users of the Airport and at fair, reasonable and non-discriminatory prices. It is understood and agreed that reasonable and non-discriminatory discounts, rebates and other similar types of price reductions may be made to like types of purchasers and users, if otherwise lawful.

Section 4.04 Self-Serve Fuel Price. The price for self-serve Aviation gasoline (Avgas) shall, at each fuel delivery date or date of any fuel price change, not be more than five percent (5%) greater than the average fuel prices charged at those airports that provide self-serve Avgas in the vicinity of the Livermore Municipal Airport (LVK) pursuant to the published fuel prices by AirNav.com. At a minimum, self-serve pricing at the following, tower controlled airports in the greater Bay Area shall be considered, specifically Hayward Executive (HWD), Concord (CCR), Napa County (APC), Modesto (MOD) and Merced (MCE).

Section 4.05 Aviation Fuels and Lubricants. Lessee shall provide for sale the following products:

a. Aviation gasoline (Avgas);
b. Jet fuel (Jet-A);
c. Fuel additives, and
d. A full line of lubricants

All aviation fuels and lubricants shall be branded and supplied by one or more nationally recognized companies. Lessee is responsible to assure the quality of all aviation fuels dispensed.

Section 4.06 Fuel Handling and Equipment. As a condition of this Lease, Lessee shall provide fuel delivery in accordance with Part 3-A of the Minimum Standards for Commercial Aeronautical Activities and all applicable Airport Rules and Regulations. Lessee shall provide aircraft refueling services from a fixed fueling facility and/or self-service fueling facility (for into-aircraft deliveries) and from aircraft refueling vehicles. Each refueling vehicle shall have an operating two-way VHF radio permitting control by the Federal Aviation Administration (FAA) Control Tower, and such vehicles shall be operated on the Airport only under the procedures and controls established by the FAA Control Tower and the City. All fuel facilities, appurtenances and delivery vehicles shall be maintained in clean, orderly and fully functional condition consistent with competent and proficient industry practice.

Section 4.07 Fuel Farm Use and Fuel Tank Rental Fee. The City is leasing its underground fuel storage and distribution facility ("Fuel Farm") to Lessee until such time as Lessee installs an above-ground fuel storage facility on the Leased Premises, but no later than five (5) years from the date of City's written approval of the land use entitlements. The Lessee shall not be entitled to rent the City's Fuel Farm after this time. Title to all fixed Fuel Farm improvements and subsequent fixed installations shall, at all time during Lessee's rental, remain with the City.

Lessee shall be responsible to keep the Fuel Farm in clean condition, provide and maintain adequate spill kits on site, and maintain all "wear and tear" Fuel Farm maintenance items, specifically fuel filters, hoses, hose connectors and nozzles.

The City will remain responsible for the tank leak detection and monitoring system, any major repairs (e.g., leak repairs), Livermore-Pleasanton Fire Department inspections, Alameda County Department of Weights and Measures meter certifications, and any Fuel Farm related regulatory fees. Any major repairs shall be coordinated between the parties to guarantee minimum disruption to Lessee' use of the Fuel Farm, although City shall not be responsible for any loss Lessee may incur as a result of required Fuel Farm maintenance.

Lessee shall be liable for all taxes, if any, levied against personal property owned by Lessee and placed or used by Lessee within the Fuel Farm.

Lessee is required to train its FBO manager and key employees (i.e., Operations Manager, Facilities Manager and Line Operations Supervisor) to safely and efficiently receive loads of Avgas and Jet-A fuels from its fuel provider for deposit into the City's underground fuel storage tanks, and in the replenishing of Lessee's fuel trucks through the Fuel Farm filtering and pumping systems.

Lessee is required to comply with all fuel quality control, safety, training, record-keeping requirements and auditing rights referenced and stipulated throughout this Lease. The City will provide initial fuel loading, retrieving, and

quality control training to Lessee's personnel, and will monitor Lessee's performance during the entire duration of Lessee's Fuel Farm rental.

In addition to Lessee's payment of the Fuel Flowage Fee pursuant to Section 4.11 of this Lease, Lessee shall pay a Fuel Tank Rental Fee of $0.05 per gallon of recalibrated net fuel quantities delivered. Lessee shall pay the Fuel Tank Rental Fee by the fifth day of each calendar month during the use of the Fuel Farm, coinciding with Lessee's payment of the Fuel Flowage Fee.

Section 4.08 Hazardous Materials Permit and Spill Plan. Lessee shall comply with the requirements of the Livermore-Pleasanton Fire Department Hazardous Materials Permit. Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan which meets Regulatory Measures for fuel storage facilities. The Plan shall be subject to approval by the Livermore-Pleasanton Fire Department. The approved Plan shall be kept current and a copy of the most current version shall be submitted to the Airport Manager to be kept on file in the Airport Administrative Offices.

Section 4.09 Safety Training for Personnel Performing Fueling Operations. Lessee is required to provide training for all employees performing fueling operations in the proper handling of fuel products, including but not limited to, proper testing of fuel products for contamination, proper grounding procedures, proper handling of different types of nozzles in use, safety and emergency shut-down procedures, and fire response. Lessee shall further develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling services to include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills.

Section 4.10 Ground Handling and Line Service Equipment. Lessee shall provide and properly operate and maintain a sufficient amount of fueling and line service equipment as required in the Minimum Standards for Commercial Aeronautical Activities. Lessee shall provide and have available the necessary equipment for towing general aviation aircraft of all sizes up to 65,000 pounds, and provide standby arrangements for the removal of damaged general aviation aircraft of like size, with prior notification of City and to the extent possible, from the public use runway and taxiway system of the Airport.

Section 4.11 Fuel Flowage Fee. For the privilege of selling aviation gasoline (Avgas) and Jet fuel (Jet-A) fuel, Lessee shall pay a fuel flowage fee for each gallon of fuel received. During the first 12-month period commencing on the day Lessee receives the first fuel delivery from supplier, and during each subsequent 12-month period, Lessee shall pay a flowage fee of $0.11 per gallon up to 750,000 gallons, $0.13 per gallon for any amount of fuel received between 750,001 and 900,000 gallons, and $0.15 per gallon for any amount of fuel received above 900,001 gallons.

Lessee's fuel supplier shall pay the flowage fee on all Avgas and Jet-A fuel delivered to the premises. Such payments shall be rendered to the City by the fifth business day after each delivery during the term of this Lease. Lessee's fuel supplier shall include with each payment a copy of the delivery receipt or bill of lading, showing the gravity-corrected and recalibrated net quantity delivered. The City reserves the right to audit Lessee's records maintained in connection with supplier's fuel delivery, supply and sale but not more frequently than on a bi-annual basis.

Any disputes or controversies between the parties with respect to this Section 4.11 shall be resolved in accordance with the provisions of Article 12 of this Lease.

ARTICLE 5

RENT

Section 5.01 Fixed Rent. Lessee shall pay to City, without deduction or offset, at the Airport administrative office, or at such place or places or to such person or persons as may be designated from time to time by City, the following rentals for the Leased Premises:

I. Construction Period Rent / Fixed Based Operator (FBO) Facility:
Commencing on the day following issuance of the first Building Permit for the FBO improvements, a monthly construction period rental of $562.16 shall be paid on the first business day of each succeeding calendar month and ends on the earlier to occur of (i) June 30, 2015, or (ii) the last day of the month during which the City issues the final occupancy permit. The above FBO construction rent is calculated based on a flat rate of $0.02 cents per square foot per year for the entire 337,298 square feet of the FBO parcel. All other provisions of the Lease apply during the construction period.

The improvements shall be constructed within the timeline outlined in Section C.06 of Exhibit C. The fixed annual rent shall commence 30 months after the beginning of the lease term at the latest regardless of whether or not the temporary or final occupancy permit has been issued.

II. Fixed Annual Rent. Commencing with the termination of the construction period rent, as provided in the foregoing subparagraph, and subject to adjustment as hereinafter provided, a fixed annual rental of $ 172,599, payable in advance on the first day of the calendar month, in equal monthly installments of $14,383.25 shall be paid for the FBO facility.

The Fixed Annual Rent for the Lease Parcel NW-C1 is calculated based on the fair rental values appraised in December 2009. A rate of $0.38 per square foot

per year applies for the 337,298 square foot parcel of land located outside of the Building Restriction Line (as viewed from the runway), and a rate of $0.30 per square foot per year for a 148,087 square foot area of aircraft parking apron located inside of the Building Restriction Line (as viewed from the runway).

The Fixed Annual Rent is subject to adjustment as hereinafter provided.

Section 5.02 Periodic Appraisal Adjustment - Fixed Rent. Commencing on the 7-year anniversary of the issuance of the first final occupancy permit, and thereafter at the beginning of each 7-year anniversary of such date during the term of this Lease (the "Appraisal Adjustment Date(s)"), the fixed annual rental for the Leased Premises shall be subject to an adjustment based upon an appraisal of the Leased Premises as follows:

a. City shall engage an independent qualified real estate appraiser who shall be a member of a nationally or state recognized appraisal organization, who shall be certified to conduct appraisals pursuant to any applicable laws, and who shall have had significant experience conducting appraisals at airports comparable to Livermore Municipal Airport. The appraiser shall conduct an appraisal of the Leased Premises to establish the current fair rental value of the Leased Premises, as of January One (1) of each anniversary year, exclusive of improvements. The fixed annual rental to be paid by Lessee for the Leased Premises each year during the 7-year periods shall be adjusted upward or downward to a sum equal to the fair rental value as provided herein. The cost of the first appraisal shall be borne by City. Thereafter, City and Lessee shall share equally the cost of each subsequent appraisal.

b. City shall submit to Lessee in writing the current fair rental value of the Leased Premises as established by the appraisal. If Lessee does not object in writing to the appraisal within 30 days of receipt of said notice, the current fair rental value of the Leased Premises shall be deemed to be established by the appraisal. The fixed annual rental as described in Section 5.01 above shall then be the fixed annual payment to be effective as of the then applicable Appraisal Adjustment Date and until such time as a subsequent appraisal adjustment or CPI adjustment is made, pursuant to the provisions of this Article 5.

Section 5.03 Fixed Rental Value Dispute. If Lessee disputes the fixed rental value of said real property as of January 1, for any of the 7-year periods, as determined by such appraiser, the parties hereto agree to resolve the dispute relative to the fair rental value of said real property in accordance with the provisions of Article 12 of this Lease.

Each party agrees to execute any and all documents as may be necessary to carry out the purposes of this Section 5.03. The cost of any mediation or other alternative dispute resolution process hereunder shall be paid equally by the

parties to this Lease. Attorney's, witness, and other fees and expenses shall be governed by Section 14.08. Pending the conclusion of any such litigation or dispute resolution process, Lessee shall continue to pay City the amount of fixed annual rental previously payable under the provisions hereof. If the adjusted fixed annual rental payable as a consequence of the outcome of any such dispute resolution process exceeds the amount of the previously payable fixed annual rental, the rental payment shall be retroactive to the beginning of the adjustment period, without regard for the date of the final settlement. Any retroactive rent shall be paid by Lessee to City within 30 days after final conclusion of the dispute resolution process.

Section 5.04 Annual CPI Adjustment of Fixed Rent. In addition to Periodic Appraisal Adjustments, the Fixed Annual Rent shall also be adjusted upward annually with respect to the Consumer Price Index, except in those years in which a Periodic Appraisal Adjustment is made. Commencing on July 1st following the first anniversary date of this Lease, and on each subsequent July 1st thereafter throughout the term of this Lease, (except in those years in which a periodic appraisal adjustment is made) the Fixed Annual Rent shall be adjusted upward by the cumulative increase in the Consumer Price Index ("CPI"). The CPI index used is the bi-monthly All Urban Consumers (CPI-U), San Francisco-Oakland-San Jose, California for the month of February immediately preceding the July adjustment date. In no event shall the rent be less than the immediately preceding Fixed Annual Rent, except in those years in which a periodic appraisal adjustment is made.

Section 5.05 Late Charges. Lessee acknowledges that late payment of rent by Lessee to City will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitations, processing and accounting charges, and late charges that may be imposed on City by the terms of any encumbrance and note secured by any encumbrance covering the premises. Therefore, if any installment of rent due from Lessee is not received by 5:00 PM on the first day of each month, Lessee shall pay to City an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City. If Lessee fails to pay its monthly rent within ten (10) days after the first day of the month, Lessee shall be in default of this Lease.

Section 5.06 Landing Fees for Commercial Aircraft Operations and Other Charges. The Airport Rates and Charges fee schedule, as revised from time to time and approved by City Council resolution, assesses a landing fee for commercial aircraft operations conducted under FAR Part 121 or Part 135 by non-based general aviation aircraft based on maximum certificated gross landing weight. Lessee shall collect the fees from all of its affected customers. Lessee

shall retain fifteen percent (15%) of all landing fees collected for each month throughout the term of this Lease as payment in full for Lessee's collection services, and submit the remaining balance to the City on or before the 10th day of the following month. The payment shall be accompanied by the reports described in Section 5.07 below.

Exemptions: Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Livermore through a written tie-down or hangar lease agreement with the City or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

Lessee further agrees to pay any other charges incurred by it in the use of the Airport or its facilities, and at the rates prescribed by the City. Lessee is obligated to pay by the respective due dates all its obligations for business any other services obtained from the City. If Lessee is in arrears in any such payment after ten days written notice, it shall be in default of this Lease.

Section 5.07 Records of Collection. Lessee shall maintain records of the aircraft registration number, gross weight and the landing fee collected from each aircraft subject to the landing fee. Such records shall be in the form of a daily and a monthly report. The daily report shall list the aircraft registration numbers, aircraft gross weight, applicable landing fee, and the 15/85 percent distribution for Lessee and City, respectively. The monthly report shall list the month reported, the dates, the fees collected per day, and the monthly total 15/85 percent distribution for Lessee and City, respectively. Lessee shall prepare the forms in formats that are acceptable to the City. Lessee shall maintain the landing fee records for a period of at least three (3) years, and make those records available to City's authorized representatives for examination at all reasonable times. At the City's option, and upon 72 hours prior written notice to Lessee, Lessee agrees to provide all records related to landing fees to the City for a complete audit, although no records beyond the three (3) years from the date of the audit shall be required. The audit shall be at City's cost. Should any deficiencies in payment of landing fees be determined as a result of the audit, any outstanding fees shall become immediately due and payable. If the deficiency is greater than three percent (3%) of the landing fees computed and paid by Lessee for the period covered by the audit, Lessee will be assessed an interest rate of five percent (5%) per month of the amount owed until paid.

Section 5.08 No Partnership or Joint Venture. Nothing in this Lease shall be construed to render the City in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of lessor and lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

ARTICLE 6

LESSEE'S ENCUMBRANCES

Section 6.01 Lessee's Right to Encumber. Lessee may encumber Lessee's interest in the Leased Premises and in any improvements Lessee places thereon by mortgage, deed of trust, or other instrument. In such event, for the trustee, mortgagee or beneficiary in said instrument, or payee in the note or other obligation secured by any such instrument, Lessee shall deliver to City written notice showing:

a. the amount of the obligation secured by such instrument and the date of maturity or maturities thereof; and

b. the name and post office address of such mortgagee, beneficiary, payee or trustee.

Upon delivery of such notice, City shall thereafter serve on such mortgagee, beneficiary, payee or trustee, by registered or certified mail at the address given, or at any subsequent address thereafter given, a copy of every notice thereafter served by City upon Lessee under the terms of this Lease, during the existence of such mortgage, deed of trust or instrument.

Section 6.02 Notice of Loan Default. In the event that Lessee defaults in the performance of any covenant or provision hereof to be performed by Lessee during the existence of any such mortgage, deed of trust or instrument as provided in Section 6.01, the beneficiary, mortgagee, payee or trustee named in any such notice, or their nominee, shall have the right, within the time provided in this Lease, plus an additional 30 days, to perform and comply with all the covenants and provisions of this Lease to be performed by Lessee and to make all payments required of Lessee by this Lease and, by so doing, to thus cure and remove any such default.

Section 6.03 Rights of Lender to Cure Defaults. If the nature of any default by Lessee is such that it cannot be cured within such additional 30 days as provided in Section 6.02, the beneficiary, mortgagee, payee, or trustee shall be deemed to have cured such default if it, or its nominee, shall, within the 30 day period, commence performance and thereafter diligently prosecute the same to completion.

Section 6.04 Purchaser in Foreclosure to be Deemed Lessee. If there is a foreclosure of any lien secured by any mortgage, deed of trust or other similar instrument on the Leased Premises, the purchaser in foreclosure shall be deemed to be the Lessee hereunder for all purposes, the same as though such purchaser were the original lessee hereunder and in no event shall such purchase work a merger.

ARTICLE 7

MAINTENANCE, REPAIRS AND HAZARDOUS MATERIALS

Section 7.01 Maintenance and Repair by Lessee. At all times during the term of this Lease, Lessee shall, at Lessee's own cost and expense, keep and maintain the Leased Premises and all improvements, landscaping, fixtures and equipment which may now or hereafter exist on the Leased Premises, in good order and repair and in a safe and clean condition consistent with the highest of business practices. Lessee hereby waives the benefits of sections 1932, 1941, and 1942 of the California Civil Code and all rights to make repairs at the expense of City, as provided therein. If after 30 days' notice from City, Lessee fails to maintain, repair, or keep clean any part of the Leased Premises or any improvements, landscaping, fixtures, or equipment thereon, City may, but shall not be obligated to, enter upon the Leased Premises and perform such maintenance, repair, or clean-up and Lessee agrees to pay the costs thereof to City upon demand. Any unpaid sums under this Section 7.01 will bear interest at the prevailing statutory interest rate until paid in full. Failure to adhere to the requirements of this section, may, at the option of City, result in a default of this Lease.

Section 7.02 Hazardous Materials Provisions. As used in this Lease, the term "Hazardous Materials" shall mean any substance or material which has been determined by any state, federal or local governmental agency to be capable of posing risk of injury to health, safety, and property, including petroleum and petroleum products, and including but not limited to all those materials and substances designated as hazardous or toxic presently or in the future by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances defined as "Toxic Materials" in section 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time.

a. Lessee's Operations. In conducting its operations on the Airport, Lessee shall abide and be bound by all of the following requirements:

1. Lessee shall comply with all federal, state, and local laws, requirements, and policies now or hereinafter in effect relating to Hazardous Materials and environmental conditions on, under or about the Airport including, but not limited to, soil and groundwater

conditions, and shall not contaminate the Airport or the subsurface with any Hazardous Material.

2. Lessee shall restrict the use of Hazardous Materials on the Leased Premises to those kinds of materials that would be normally expected in conducting the activities permitted under this Lease in a safe and prudent manner. Storage or disposal of any Hazardous Materials on the Leased Premises is strictly prohibited.

3. Lessee shall be solely and fully responsible for the reporting of Hazardous Material releases to the appropriate public agencies, when such releases are caused by or result from Lessee's activities on the Airport. Lessee shall immediately notify City of any release of Hazardous Materials, whether or not the release is in quantities that would otherwise be reportable to a public agency.

4. Lessee shall be solely and fully responsible and liable in the event Lessee causes or permits Hazardous Materials to be released at the Airport, or to enter the City's sewerage or storm drainage system, soil, air, groundwater or any improvements. Lessee shall take all necessary precautions to prevent any Hazardous Materials from entering into the City's sewerage or storm drainage system, soil, air, groundwater or any improvements, or from otherwise being released on the Airport. If at any time a release of Hazardous Materials is discovered on the Leased Premises, the Airport, City's sewerage or storm drainage system, soil, air, groundwater or any improvements, which was caused or permitted in whole or in part by Lessee, Lessee's officers, agents, employees, contractors, permittees or invitees or there is the danger of such release of Hazardous Materials, Lessee, at Lessee's sole cost and expense, shall remove such Hazardous Materials from the Airport or the groundwater underlying the Airport, or the City's soil, air, storm drainage and sewerage system, in accordance with requirements of all appropriate governmental authorities. In addition to all other rights and remedies of City hereunder, if such release of Hazardous Materials is not removed from the Airport or the subsurface or groundwater underlying the Airport by Lessee within 90 days of being put on notice thereof after Lessee, City, or other third party discovers such Hazardous Materials, City, in its discretion, may pay to have same removed and Lessee shall reimburse City within five days of City's demand for payment. The receipt for payment by City shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by City on behalf of Lessee.

5. Lessee shall indemnify and hold City harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable

consequential damages) and expenses (including, without limitation, the cost of any required cleanup and remediation of the Hazardous Materials) which City may sustain as a result of the presence or cleanup of Hazardous Materials on the Airport or the subsurface. After notice from City, and at the discretion of City, Lessee shall cease its activities on the Airport until such release or danger of release of Hazardous Materials is cured, without abatement of any fees or charges due under this Lease, until such release or the danger of release of Hazardous Materials is cured and any remediation of such release is completed in a manner satisfactory to the Airport Manager.

6. Lessee's obligations under this Section 7.02 shall survive the expiration or earlier termination of this Lease.

b. Records and Inspections. Lessee shall maintain for a period of not less than four years after the expiration or termination of this Lease, or for any longer period of time required by any applicable law, regulation, policy, order or decree, separate and accurate daily records pertaining to the use, handling, and disposal of all Hazardous Materials at the Airport.

After the expiration of said four-year period, Lessee shall notify City no later than 60 days prior to any proposed destruction of any of said documents; upon request by City, copies of all said records, documents, and information shall be delivered to City. In addition, Lessee shall furnish City with such records and such other documentation or reports as the Airport Manager, from time to time, and at any time during or after the term of this Lease, may reasonably require.

Section 7.03 Stormwater Provisions. Lessee shall prevent petroleum products and other deleterious waste from entering into the sewage and storm water drainage systems serving the Airport. Lessee shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) of the Federal Clean Water Control Act regarding permits for stormwater discharges associated with industrial activity. Lessee is responsible for ensuring full compliance with the California and federal stormwater laws and regulations.

ARTICLE 8

TAXES AND UTILITIES

Section 8.01 Taxes to be Paid by Lessee. During the term of this Lease, Lessee shall pay or cause to be paid, prior to delinquency, any and all taxes, including possessory interest taxes and any assessments, licenses, and fees levied or assessed as follows:

a. On the Leased Premises;

b. On all possessory interests hereunder or in the Leased Premises; and

c. On any improvements, fixtures, and equipment now or hereafter existing on the Leased Premises and on any personal property situated in, on, or about the Leased Premises, or in, on, or about any buildings or improvements on the Leased Premises.

It is understood, however, that Lessee may pay any such taxes and assessments under protest without liability, cost, or expense to City, and in good faith contest the validity or amount thereof.

Section 8.02 Connections to Utility Services. Subject to applicable ordinances, regulations, and connection fees, Lessee may, at Lessee's expense, connect to the utilities at the points identified by the responsible City Departments and service providers, and Lessee shall thereafter maintain, repair, and replace all such utilities to and including the points of connection.

Section 8.03 Utilities, Trash and Refuse. Lessee shall pay or cause to be paid, and hold City free and harmless from, all charges for the installation, connection, maintenance and furnishing of all necessary utilities, utility facilities and services, including but not limited to, gas, water, electricity, telephone service, cable television, sewage, and other public utilities to the Leased Premises during the term of this Lease and for the removal of garbage and rubbish from the Leased Premises during the term of this Lease.

Lessee shall arrange for the quick and efficient collection and disposal of trash, clippings and refuse from the Leased Premises at Lessee's expense in accordance with all applicable laws and ordinances. Lessee shall not allow clippings, trimmings, cans, cartons, barrels, used equipment, scrap or other debris to collect in any way on or about the Leased Premises; provided, however, that same may be stored in a suitable screened and protected enclosure acceptable to City pending collection and removal as long as the storage does not generate odors, attract rodents or insects, or become offensive in any manner. Upon failure of Lessee to comply with the provisions of this section, the City may enter upon the premises, and undertake any necessary cleanup and maintenance activities. If Lessee fails to pay reasonable charges incurred in connection therewith, City may elect to declare the Lease in default.

EXHIBIT B

ARTICLE 9

INDEMNIFICATION, INSURANCE AND BONDS

Section 9.01 Hold Harmless

Lessee agrees to, and shall defend, indemnify and hold the City, its officials, directors, employees, volunteers, and agents harmless from and against any or all loss, liability, expense, claim, cost, suits, and damages of every kind, nature and description, including reasonable attorney's fees, for or on account of damage to property or injury to persons arising from anything done or performed, or omitted to be done or performed, on the Premises by Lessee, or any activity carried on by Lessee, Lessee's officers, directors, employees, agents, sublessees, volunteers, or for anyone for whom Lessee has custody and control in connection with the Premises, except for the sole negligence of the City. Approval of the insurance required by this Lease does not relieve the Lessee from liability under this hold harmless clause.

Section 9.02 Insurance

Lessee shall procure, at the time the building permit is issued or a "Right of Entry Agreement" is entered into, and maintain for the duration of the Lease insurance against claims for injuries to persons or damage to property which may arise from, or in connection with the Lessee's operation, use of the Premises or this Lease, which shall be acceptable to the City's Risk Manager. The cost of such insurance shall be borne by the Lessee.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(4) Property Insurance against all risks of loss to any tenant improvements or betterments, excluding flood and earthquake, as such will be provided by City upon completion of the Improvements, as determined by the Risk Manager.

(5) Pollution (Environmental) or Pollution Legal Liability

b. Minimum Limits of Insurance

Operator shall maintain limits no less than:

(1) General Liability: $5,000,000 ($25,000,000 if Full-Service FBO or self-fueling permit holder) per occurrence for bodily injury, personal injury and property damage. If Commercial

General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to: blanket contractual; products/completed operations; hangar-keepers' liability, and broad form property damage.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Employer's Liability: $1,000,000 per occurrence for bodily injury or disease.

(4) Property Insurance: Full replacement cost with no coinsurance penalty provision.

(5) Pollution Insurance: $5,000,000 per claim.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions or sub limits must be declared to and approved by the City's Risk Manager.

d. Other Insurance Provision

The general liability policy is to contain, or be endorsed to contain, the following provisions:

(1) The City of Livermore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, agents or volunteers.

(2) The Operator's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees, agents or volunteers shall be excess of the Operator's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees, agents or volunteers.

(4) Coverage shall state that the Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended,

voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore by the carrier.

(6) For Pollution Insurance coverage, coverage will respond to bodily injury or property damage liability and clean up associated with spills, discharges, emissions, transportation, storage, treatment or disposal of any substance that is or becomes a hazard to the environment and contaminates the air, soil, or ground waters beneath or adjacent to the Livermore Municipal Airport (LVK) or that migrates off Airport premises to third party properties. Such coverage shall include defense costs applicable to claims for bodily injury, property damage or clean-up costs. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained for a period of five (5) years thereafter.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California.

f. Verification of Coverage

Operator shall furnish a copy of these requirements to Operator's insurance agent. The agent shall furnish the City's Risk Manager with Certificate(s) of Insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying the Operator maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received and approved by the City of Livermore before Operator takes possession, or begins work on the Premises. The City of Livermore may for any reason require the Operator to provide complete, certified copies of all required insurance policies affecting the coverage required by these specifications. The Operator, or its insurance agent, shall furnish the City with evidence of insurance 30 days prior to expiration of the current certificate(s), and direct those to:

City of Livermore
Risk Manager
1052 S. Livermore Avenue
Livermore, CA 94550

Section 9.03 Performance Bond on Lease. Lessee, at City's demand and at Lessee's sole cost and expense, shall provide to City on or before the commencement of the term of this Lease, and thereafter on or before the annual anniversary date of this Lease, a surety bond guaranteeing Lessee's performance of all terms, conditions, and covenants of this Lease, including, but not limited to, payment of all ground rentals which Lessee is required to pay City herein, in a sum equal to one years' annual ground rental, as said sum may be adjusted from time to time in accordance with Section 5.01. Said bond shall be issued by a surety company authorized to transact business in the State of California and shall be satisfactory to City and approved by the City Attorney. In lieu of said bond, and at City's option, Lessee may deposit with City, without interest, an amount in cash equal to one year's ground rental to City, or in the alternative, an irrevocable letter of credit satisfactory to the City Attorney. In the event that the amount of said bond or said deposit or said letter of credit cannot be determined due to delays in determining the amount of ground rentals payable pursuant to Section 5.01, Lessee shall provide said bond or said deposit within 30 days of the date that said ground rentals are determined pursuant to Section 5.01, and shall provide alternate security, satisfactory to the City Attorney, until the amount of said ground rental is determined.

ARTICLE 10

DEFAULT AND REMEDIES

Section 10.01 Events of Default by Lessee. This Lease shall be subject to termination by City in the event of any one or more of the following events of default by Lessee:

a. Lessee's failure to complete the improvements pursuant to the timelines and conditions specified in Section C.06 of Exhibit C.

b. Lessee's failure to pay the rent herein provided at the time fixed for payment pursuant to Sections 5.01 and 5.05 of this Lease;

b. Lessee's failure to pay any taxes, including possessory interest taxes or assessments agreed to be paid by Lessee in accordance with the terms of Section 8.01 of this Lease.

c. Lessee's failure after 30 days' written notice from City to keep, perform or observe any term, covenant or condition of this Lease to be kept, performed or observed by Lessee unless otherwise agreed to in writing by the City.

d. Lessee's failure to replace any improvements on the Leased Premises which have been destroyed by fire, explosion, flood, windstorm or other calamity within six months after the date of such destruction; provided, however, that 12 months will be allowed to restore destruction caused by earthquake or enemy attack.

e. Lessee's filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors or the institution of proceedings in

bankruptcy against Lessee or the appointment of a receiver of the assets of Lessee; provided, however, that if any such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within 60 days after the institution of involuntary bankruptcy proceedings or the appointment of a receiver.

f. Lessee's failure to permit inspection of the premises, after five calendar days' advance written notice thereof, or immediately in the event of an emergency or other urgent condition.

Section 10.02 Immediate Right of Re-entry Upon Default. Upon the occurrence of an "event of default by Lessee," as identified in Section 10.01, City, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove or cause to be removed all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should City elect to re-enter as provided herein, or should it take possession pursuant to legal proceedings or any notice provided for by law, it may either terminate this Lease, or relet the Leased Premises and improvements thereon or any part thereof for such term or terms (which may extend beyond the term of this Lease) and such rental or re-rental and upon such other terms and conditions as City in its sole discretion may deem advisable, with the right to make alterations and repairs to Leased Premises and improvements.

Section 10.03 Liens. Lessee shall keep the Leased Premises and all improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligation incurred (except as provided in Section 6.01 hereof) and to pay to City, upon demand, the cost of discharging such liens (other than those which may have been created pursuant to Section 6.01 hereof) with interest at the prevailing statutory rate from the date of such discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter.

Section 10.04 Waiver of Defaults. No provision of this Lease may be waived except by the written consent of City. Any waiver (whether express or inadvertent) by City of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or a different provision of this Lease. Forbearance or indulgence by City, in any regard, shall not constitute a waiver of any requirement under this Lease, and City shall be entitled to invoke any remedy available to it in equity or by law, despite such forbearance or indulgence.

Section 10.05 Removal and Ownership of Improvements at Termination. Upon the termination of this Lease for any reason, City shall be entitled upon its specific written request, to have the Leased Premises returned to City clear of all building improvements above ground level. City may, at its option and at no cost

to City, take title to all improvements in lieu of removal by or for Lessee. If City requests the removal of all building improvements as described above, Lessee shall complete the removal within 90 days after the date of City's request. If Lessee fails to remove said improvements within the 90 day time period, the improvements may be removed thereafter by City, and Lessee agrees to pay City the cost of removal upon demand with interest at the prevailing statutory rate until paid in full.

If termination is not by reason of default of Lessee, Lessee shall have the right to remove any and all trade fixtures which Lessee may have placed or installed upon the Leased Premises; provided, however, that upon removal, Lessee, at Lessee's own expense, shall repair any damage resulting therefrom and leave the Leased Premises in a clean and neat condition.

Section 10.06 Abandonment. Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Lease, and if Lessee shall abandon, vacate or surrender the Leased Premises or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left upon the Leased Premises and any or all of Lessee's improvements and facilities thereon, shall, at the option of City, be deemed to be abandoned by Lessee and shall, at the option of City, become the property of City. If Lessee fails to claim the personal property within 45 days following receipt of written notice by City of personal property, the personal property shall be disposed of by any lawful means available to City.

ARTICLE 11

ASSIGNMENT AND SUBLEASING

Section 11.01 Assignment. This Lease, or any part thereof, except as security as provided in Section 6.01 of this Lease shall not be assigned or transferred by Lessee, by process or operation of law or in any other manner, without the prior written consent of City, which consent shall not be unreasonably withheld. Lessee agrees to provide at least 90 days' written notice of each such request to assign or transfer the Lease to the City. No assignee for the benefit of Lessee's creditors, and no trustee, receiver or referee in bankruptcy shall acquire any rights under this Lease by virtue of this section. Lessee agrees that City may hypothecate, pledge, assign or transfer this Lease for any lawful purpose. Any assignment, encumbrance, or sublease without City's consent shall be voidable and, at City's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

If Lessee requests City consent to a proposed assignment or subletting, the proposed assignee must demonstrate at least comparable professional and financial competence and qualifications as Lessee, and Lessee shall pay to City,

whether or not consent is ultimately given, City's reasonable attorneys' and financial review fees incurred in connection with each such request. In response to the 90-days' written notice from Lessee, the City shall request in writing that financial statements be provided by the proposed assignee within 30-days from receipt of the request. Further, documentation confirming the sale of the above-ground improvements to assignee, satisfactory evidence of insurance, and payment of any administrative review fees shall be provided prior to the City considering consenting to the assignment.

One percent (1%) of any sums to be paid by an assignee to Lessee in consideration of the assignment of this Lease shall be paid to City.

Section 11.02 Lessee's Right to Sublease. Lessee shall have the right to sublease a portion of the Leased Premises, with City's written consent; provided however, that the term of any sublease shall not extend beyond the term of this Lease; any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Lease, and any sublessee shall be required to hold a valid Commercial Aviation Permit issued by City in accordance with the Minimum Standards for Commercial Aeronautical Activities and the Airport Rules and Regulations, or any subsequent resolutions passed by the City Council. Lessee may sublease space only for the purposes to which City agrees in writing.

Lessee immediately and irrevocably assigns to City, as security for Lessee's obligations under this Lease, all rent from any subletting of all or a part of the premises as permitted by this Lease, and City, as assignee and as attorney-in-fact for Lessee, or a receiver for Lessee appointed on City's application, may collect such rent and apply it toward Lessee's obligations under this Lease; except that, until the occurrence of an act of default by Lessee or sublessee, Lessee shall have the right to collect such rent.

ARTICLE 12

LEGAL ACTION AND MEDIATION

Section 12.01 Legal Action and Alternative Dispute Resolution. If any dispute arises between the parties related to the interpretation or enforcement of, or compliance with, the terms and provisions of this Agreement, the parties will first attempt to resolve the dispute through informal discussions. In the event a dispute cannot be resolved in this manner within fifteen (15) days, either party may give written notice to the other party, setting forth the nature of and basis for the dispute and the parties shall thereafter endeavor for a period of 30 days to settle the dispute by mediation which, except as otherwise agreed to by the Parties, shall be conducted under the then current Center for Public Resources ("CPR") Model Procedures for Mediation of Business Disputes by a neutral third party selected from CPR's Panels of Neutrals. Only if an aggrieved party has

availed itself of the process established under this section may such party bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Lease.

No action arising out of or relating to this Lease shall include, by consolidation, joiner or in any other manner, any person or entity not a party to this Lease.

Each party agrees to execute any and all documents as may be necessary to carry out the purposes of this Section 12.01. The cost of any mediation hereunder shall be initially paid equally by the parties to this Lease, but in the event of litigation, the prevailing party shall recover costs of such proceedings from the non-prevailing party. Attorney fees, witnesses', and other fees and expenses, shall be governed by Section 14.08 of this Lease.

ARTICLE 13

GRANT AGREEMENT COVENANTS

Section 13.01 Grant Agreement Covenants. Lessee, its heirs, personal representatives, successors-in-interest, and assigns, as a part of the consideration hereof, shall operate under the following conditions:

a. This lease shall be subordinate and subject to the Grant Lease, dated June 14, 1965, and the Amendment thereto, dated July 26, 1965, by and between the United States of America, Federal Aviation Administration, and City, and subsequent grants and leases.

b. Lessee acknowledges that the City is subject to Federal Grant Agreement obligations ("Airport Sponsor Assurances") as a condition precedent to granting of funds for improvement of the Livermore Municipal Airport, and accordingly agrees to, and agrees to be bound by, the Airport Assurances provided by the Federal Aviation Administration. Lessee shall comply with the most recent Airport Sponsor Assurances attached as "Exhibit D" to this Lease and which may be amended from time to time, and incorporated by reference.

c. Lessee shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 152 of the Federal Aviation Regulations.

d. Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

e. Lessee shall comply with the requirements of the Americans with Disabilities Act, including Title III, Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities, codified at 28 Code of Federal Regulations, Part 36.

f. Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran's status. Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or veteran's status.

g. Lessee will send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Lessee's commitments under this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

h. Lessee agrees that if facilities are constructed, maintained, or otherwise operated on the Premises, Lessee shall comply with all other requirements imposed pursuant to 49 Code of Federal Regulations Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and any amendments to the Regulations.

i. Lessee's non-compliance with any Airport Assurance provisions shall constitute a material breach. In the event of a breach of any of the nondiscrimination covenants, (49 CFR Part 21) the City or the United States shall have the right to:
   (1) terminate this Lease, or
   (2) seek judicial enforcement of said covenants.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 14.01 Compliance with Laws and Regulations. Lessee, at Lessee's own cost and expense, shall comply with all present and future statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state, and county or municipal, including those requiring capital improvements to the Leased Premises, relating to Lessee's use and occupancy of the Leased Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of Leased Premises or any portion of the Leased Premises, Lessee shall procure and maintain such license, permit, or other authorization throughout the term of this Lease. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any

government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive of that fact as between City and Lessee and shall constitute grounds for termination of this Lease by City.

Notwithstanding the foregoing provisions of this Section 14.01, except as hereafter provided, Lessee shall have the right to contest by appropriate legal proceedings, but without cost or expense to City, the validity of any governmental charge, law, ordinance, rule, regulation or requirement of the nature set forth in this Section 14.01, provided Lessee furnishes City with such assurances or security (having in mind the risk involved) against loss or injury to City in connection therewith as they may require to City's sole discretion and provided Lessee prosecutes such contest with due diligence and dispatch.

Section 14.02 Right to Enter (Inspection of Leased Premises and Improvements). The parties agree that it is a material term of the Lease that City shall have the right by its officers, employees, agents and contractors, to enter into and upon the Leased Premises with forty-eight (48) hours' notice (except in emergency/exigent circumstances):

a) To make any inspection the Airport Manager in his or her sole discretion may deem expedient or desirable for the proper enforcement of the covenants, conditions, restrictions, limitations and provisions of this Lease, or any other matter relevant to this Lease;

b) To maintain the Leased Premises, or to do repair, maintenance, alteration, clean-up, or removal under the conditions set forth herein;

c) To post notices of non-responsibility for improvements, alterations or repairs, if and when City shall desire to do so; provided that City acts reasonably to minimize any interference to Lessee's use or occupancy of the Leased Premises, all without abatement of rent to Lessee for any loss of occupancy or quiet enjoyment of the Leased Premises or said buildings, works and improvements, and without liability on the part of City, its officers, agents, employees or contractors for loss or damage that may be sustained by Lessee thereby, provided that City acts reasonably to minimize any interference to Lessee's use or occupancy of the Leased Premises. No advance notice is required under exigent or emergency circumstances. Upon the time set for inspection, or an emergency inspection, the parties agree that the City may use all reasonable means to effect entry into any structure, or onto any portion of the leased premises, and that furthermore, any damage or cost to repair arising by virtue of such entry shall be borne by Lessee, and not City, should Lessee fail to appear and cooperate in arranging entry and inspection as provided for. If any repair, maintenance,

alteration, clean-up, or removal required under the terms of this Lease to be done by Lessee is deemed by the Airport Manager to be necessary, the Airport Manager may demand by written notice that Lessee do the same forthwith; and if Lessee fails, refuses or neglects to commence and complete the same with reasonable diligence, then City may (but shall have no obligation to) reenter the Leased Premises and cause such repair, maintenance, alteration or removal to be done; and Lessee agrees to pay to City on demand the cost thereof. The notice provisions relating to inspections, above, shall apply to this section.

Section 14.03 Prevention of Trespass. Lessee agrees to use Lessee's best efforts to prevent unauthorized persons from gaining access to the Public Airport Areas through the Leased Premises by installing adequate fencing, lighting, gates, doors and locks, and maintain those in good condition. Lessee shall develop positive key control and apron access procedures and comply with the pertinent reporting requirements to the FAA, the Department of Homeland Security and law enforcement agencies. If requested by the Airport Manager, Lessee shall develop and maintain a Security Plan.

Section 14.04 Right to Amend. In the event that the Federal Aviation Administration requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport or lands and improvements, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this Section 14.04, to agree to an increase in the rentals provided for this Lease or to a change in the use to which Lessee has put the Leased Premises or to a change which would substantially affect the rights of any mortgagee, beneficiary, payee or trustee registered with City as provided in Section 6.01.

Section 14.05 Consent Not to be Unreasonably Withheld. Whenever consent is required under the terms of this Lease by either Lessee or City, such consent is not to be unreasonably withheld.

Section 14.06 Governing Law. This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California, or other applicable and superseding federal law, in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

Section 14.07 Headings. The headings used in this Lease are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Lease.

EXHIBIT B

Section 14.08 Attorneys' Fees and Costs. In the event that either party shall commence any legal action or proceedings (including arbitration) against the other party concerning the Leased Premises, this Lease, or the rights and duties of either in relation to the Lease, the party prevailing in that action or proceeding shall be entitled to recover, in addition to any other relief that may be granted in the litigation, all fees, expenses, costs, court costs and a reasonable sum as and for that party's attorneys' fees that shall be determined by the court in that litigation or in a separate action brought for that purpose. Such recovery shall include court costs and attorneys' fees on appeal, if any. The court will determine who the "prevailing party" is, and whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party shall be entitled to recover its attorneys' fees. Lessee hereby waives the benefit of the provisions of section 1161 of the California Code of Civil Procedure.

Section 14.09 Notices Notice shall be effective from the date of mailing. Any and all notices to be given under this Lease, or otherwise, shall be sent via certified mail with postage prepaid to:

Lessor
City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessee
Harpreet "Pete" Sandhu
Five Rivers Aviation, LLC
1179 West A Street, #253
Hayward, CA 94541

With a copy to: Airport Manager

EXHIBIT B

IN WITNESS WHEREOF, the parties to this Lease have caused it to be executed by their officers thereunto duly authorized so to do this 3 day of December, 2013.

CITY OF LIVERMORE,
a municipal corporation of the State of California,

Dated: 12/9/13

Marc Roberts, City Manager

Five Rivers Aviation, LLC.

Dated: 12/3/13

Harpreet "Pete" Sandhu, Owner

ATTEST:

City Clerk Susan Neer

APPROVED AS TO FORM:

City Attorney Amara Morrison for BJT

Attachments:

Exhibit A	Legal Description of Leased Parcel
Exhibit B	Plat Map of Leased Parcel
Exhibit C	Required Development Plans, Standards, Bonds and Construction Timeline
Exhibit D	Airport Sponsor Assurances
Exhibit E	Minimum Standards for Commercial Aeronautical Activities and Airport Rules & Regulations
Exhibit F	Draft Southside Self-Serve Fuel Facility Ground Lease Agreement

EXHIBIT B

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS.

On December 9, 2013 before me, SUSAN NEER, CITY CLERK,

personally appeared Marc Roberts, City Manager,
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.

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Signature Susan Neer

EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Alameda

On 12-3-13 (Date) before me, Charles Crohare, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Harpreet "Pete" Sandhu (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.

CHARLES T. CROHARE
Commission # 2014669
Notary Public - California
Alameda County
My Comm. Expires Mar 26, 2017

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: _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney In Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney In Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

EXHIBIT B

NW – C1

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF LIVERMORE

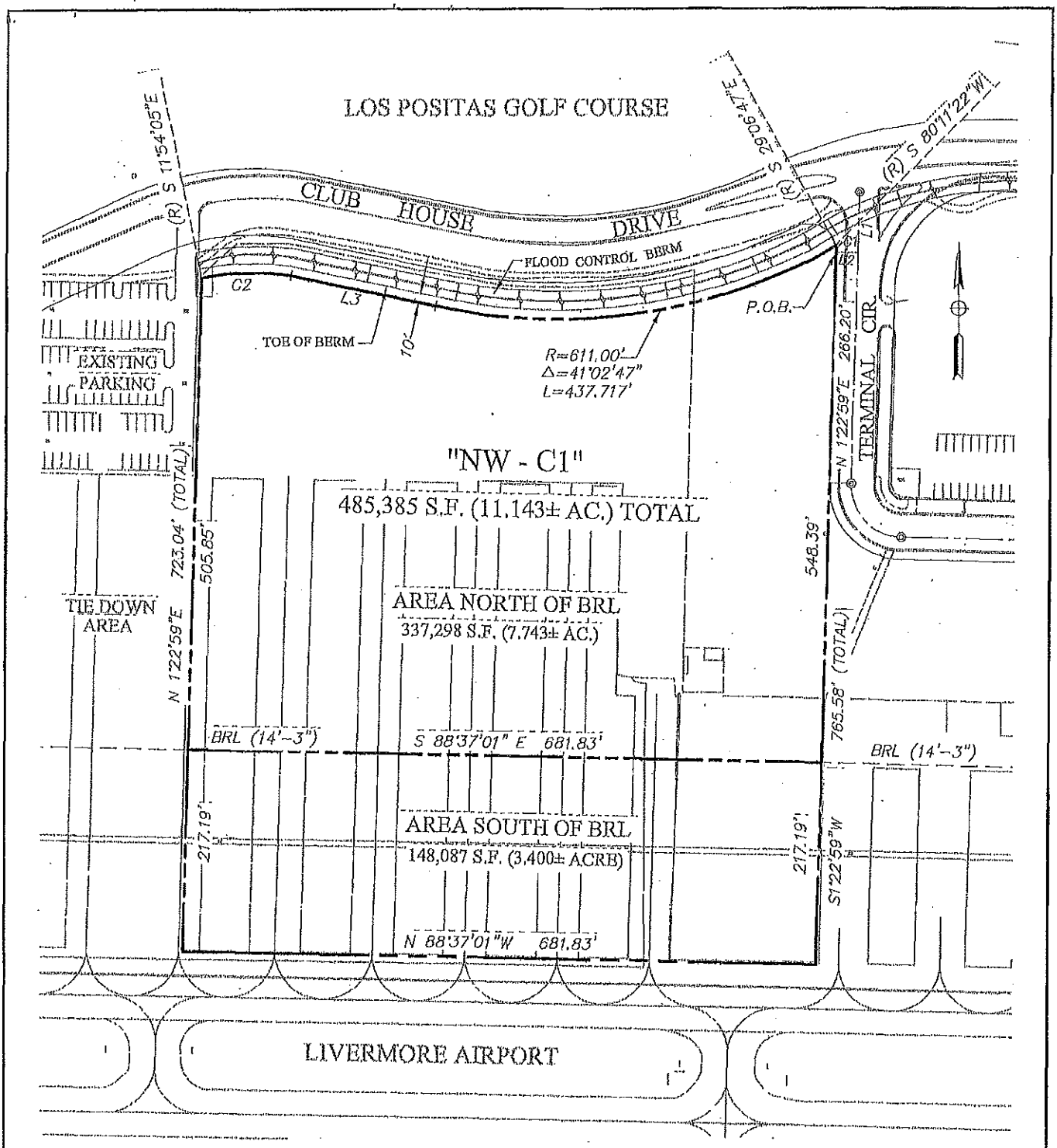
Real Property situate in the City of Livermore, County of Alameda, State of California, as follows:

A portion of that certain parcel of land conveyed to the City of Livermore by the Grant Deed recorded at Reel 1781, Image 869, under series number AX-14844. Official Records of Alameda County, California, described as follows:

Commencing at the City Monument at the intersection of Club House Drive and the west leg of Terminal Circle (60' in width); thence along the monument line of said Terminal Circle South 1°22'59" East, 65.39 feet; thence North 88°37'01"West, 24.00 feet to the ACTUAL POINT OF BEGINNING of this description; thence along the west line of the aforesaid Terminal Circle and the southerly prolongation thereof South 1°22'59" East, 765.58 feet to a point on the northerly line of the North Airport Taxiway; thence along said northerly line North 88°37'01"west, 681.83 feet; thence along a line described as the Eastern line of the Clubhouse Parking Lot, North 1°22'59" East, 723.04 feet to the intersection thereof with a line described as a line drawn 10 feet southerly of and concentric with the southerly toe of the proposed "Flood Control Berm"; thence from said point easterly along said concentric line along the arc of a curve concave to the south, with a radius of 259.00 feet, from a radial bearing of South 11°54'05" East, through a central angle of 23°50'05", an arc length of 107.74 feet; thence continuing along said line South 78°04"00" East, thence continuing along said line along the arc of a tangent curve concave to the north with a radius of 611.00 feet, through a central angle of 41°02'47", an arc length of 437.72 feet; thence along the arc of a non-tangent curve concave to the west, with a radius of 30.00 feet, from a radial bearing of South 80°11'22" West, through a central angle of 11°11'37', an arc length of 5.86 feet, to the Point of Beginning.

Containing 485,385 Square Feet more or less. (11.143 Acres)

EXHIBIT B



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 1°22'59" W	65.39'
L2	N 88°37'03" W	24.00'
L3	S 78°4'00" E	155.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	30.00'	11°11'37"	5.861'
C2	259.00'	23°50'05"	107.43'

TABLE OF SITE AREAS		
LOCATION	S.F.	ACRES
AREA NORTH OF BRL LINE	337,298	7.743
AREA SOUTH OF BRL LINE	148,087	3.400
TOTAL SITE AREA	485,385	11.143

CHECKED BY: LKS
DRAWN BY: HI
DATE: 1/2/13

CITY OF LIVERMORE CALIFORNIA
COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION
"NW - C1"
LIVERMORE MUNICIPAL AIRPORT

EX-B
Sheet 2
Of 2
Scale: NONE

EXHIBIT C – REQUIRED DEVELOPMENT PLANS, STANDARDS, BONDS AND CONSTRUCTION TIMELINE

Section C.01 Development Plans and Permits. Lessee shall submit to the City for plan check approval the finalized development plans and maps to construct the following phased improvements on the Leased Premises, referred to as Parcel "NW-C1", situated on the northwest side of the Airport:

- A full-service Fixed Base Operator facility, not to exceed 75,000 square feet of building space, containing a main building with lobby and office space, vehicle parking, hangar space for maintenance and aircraft storage, an above-ground fuel storage facility, a self-serve Avgas facility, and various apron and transient aircraft parking areas.

The above construction shall occur within the timelines provided in Section C.06 below.

All planning and design work for the above improvements shall be subject to the City's project review and entitlement process, and shall meet City zoning regulations and design standards. City approved projects shall be developed in accordance with the City's development plan check procedures, including, but not limited to, Standard Details and Specifications, various Sewer, Storm Drain and Water Master Plans and Guidelines, and the Livermore Municipal Code. Lessee shall be responsible for the payment of all applicable building and engineering permit fees.

Section C.02 Environmental Documentation and Permits. Lessee shall procure all environmental documentation and clearances required for the construction of the Improvements. Lessee shall further apply for the necessary land use entitlements and building and engineering permits in order to construct or operate the facilities as described in this Lease. City agrees to execute any documents, petitions, applications, and authorizations that may be necessary or appropriate as owner of the premises; provided, however, that any such entitlements and permits shall be obtained at the sole cost and expense of Lessee. Unless otherwise provided herein, granting of said approvals or consents shall be within the sole discretion of City and only for matters otherwise consistent with existing law.

Section C.03 Construction Standards. Generally, all work on the Leased Premises shall be performed, and all buildings or other improvements on the Leased Premises shall be erected in accordance with all valid laws, ordinances, codes, regulations, and orders of all federal, state, county, city, or local governmental agencies or entities having jurisdiction over the Leased Premises. All work performed on the Leased Premises pursuant to this Lease, or authorized by this Lease, shall be done in a good workmanlike manner and only with new materials of good quality and high standard.

Section C.04 All Work to be Performed by Licensed Contractors. All work required in the construction of the improvements referred to in Section C.01 above, or any subsequent improvements, shall be performed only by competent contractors duly

and currently licensed under the laws of the State of California and shall be performed pursuant to written contracts between Lessee and with those contractors.

Section C.05 Bonds - Faithful Performance and Labor and Materials. Prior to the commencement of any construction or alteration upon the Leased Premises, Lessee shall, at no expense to City, cause to be made, executed and delivered to City, bonds as follows:

a. A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to 125 percent of the estimated cost of construction, guaranteeing the faithful performance and completion of such construction by the contractor, all in accordance with the plans and detailed specifications accepted and approved in advance by City. Said bond shall guarantee City against any losses and liability, damages and expenses (including attorneys' fees), claims and judgments caused by or resulting from any failure of Lessee or Lessee's contractors fully and faithfully to perform completely the work in question within the time period herein provided for completion.

b. A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to 125 percent of the contract price payable under the contract guaranteeing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract. Said bond shall protect City from any liability (including attorneys' fees), loss or damage arising therefrom.

c. A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to 15 percent of the other bonds payable under the contract guaranteeing the repairs, corrective work, deficiencies, and perform any omissions which become apparent during the period of one (1) year from and after the date of acceptance of the construction or alteration upon the Leased Premises.

d. Whenever a corporate surety bond is required by City pursuant to this Section C.05, it shall be in a form and written by companies satisfactory to City.

Section C.06 Construction Timeline. Lessee shall submit the development application for the improvements and facilities set forth and referred to in Section C.01 of this Exhibit within six (6) months from the date of this Lease, and initiate and complete construction within thirty months of this Lease.

Failure to meet any of these conditions shall be a material default of the terms and conditions of this Lease, except that failure to complete construction within 30 months of the date of this Lease shall not be a default if Lessee continues to pay the Fixed Annual Rent for the Premises specified for the applicable period, and if such construction is underway on such date and is diligently pursued to completion. In no event shall Lessee be required to pay the fixed Annual Rent amount for failure to complete construction

within thirty months where delays are caused by the City or a third party. The City may require Lessee to submit a work plan for approval to demonstrate such pursuit to completion. No provision of this section shall have the effect of extending the dates at which Fixed Annual Rent shall apply or be increased to the amount specified in Section 5.01 of this Lease.

EXHIBIT B

FAA
Airports

Grant Assurances
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1,2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Anti kickback Act - 18 U.S.C. 874.1
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

EXHIBIT B

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1][2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. **Responsibility and Authority of the Sponsor.**

a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.** It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

   a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

   b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;
2) Provides an explanation as to why the requests could not be accommodated; and
3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT B

LIVERMORE
CALIFORNIA

Minimum Standards for Commercial Aeronautical Activities

Adopted June 25, 2007

CONTENTS

Part 1	Introduction, Purpose & Definitions
Part 2	General Requirements and Standards
Part 3-A	Fixed Base Operator (FBO) / Full service
Part 3-B	Airframe and Power Plant Repair
Part 3-C	Avionics and Instrument Repair
Part 3-D	Air Charter
Part 3-E	Air Cargo
Part 3-F	Flight Training / Aircraft Rental
Part 3-G	Aircraft Sales
Part 3-H	Specialized Aviation Service Operator (SASO)
Part 4-A	Insurance for Fixed Base Operators
Part 4-B	Insurance for Commercial Aeronautical Activities
Part 5	Application for Commercial Aeronautical Activities

Livermore Municipal Airport

Livermore Municipal Airport – 636 Terminal Circle – Livermore, CA 94551
Office (925) 373-5280 Fax (925) 373-5042

Minimum Standards for Commercial Aeronautical Activities

PART 1 INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Livermore Municipal Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe or inadequate service.

The adoption and enforcement of such standards ensures that those individuals or entities engaged in commercial aeronautical activities ("the Operator") is reasonably fit, willing and able to discharge both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, the aviation users, and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, so established and applied, promote economic stability by discouraging unqualified applicants and foster the level of services desired by the public.

PURPOSE

These regulations prescribe minimum standards for the conduct of commercial aeronautical activities at Livermore Municipal Airport and specify certain clauses which will be included in lease agreements permitting the conduct of such activities. Any required determinations, interpretations or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City. All entities are encouraged to exceed the applicable minimum standards.

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement. No entity shall be allowed to engage in Aeronautical activities at the airport under conditions that do not, in the City's sole but reasonable discretion, meet these Minimum Standards.

APPLICABILITY

Operators currently providing Activities without an Agreement or a Commercial Aviation Permit with the City will have six (6) months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or improvements for General Aviation Aeronautical Activities.

Livermore Municipal Airport -- 636 Terminal Circle -- Livermore, CA 94551
Office (925) 373-5280 Fax (925) 373-5042

DEFINITIONS

As used in these regulations, the following terms shall have the following meanings:

Air Cargo Operator, means an entity that provides the carriage of property under the appropriate FAR and operates aircraft that are within the weight limitations established for the Airport.

Air Charter Operator, means an entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14 CFR Part 125 for private carriage) with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

Aircraft, means any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.

Aircraft Maintenance, means the repair, adjustment or inspection of aircraft. Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

Aircraft Sales Facility, means an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

Airframe and Power Plant Repair Facility, means an entity operating under FAR Parts 63 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.

Airport, means the Livermore Municipal Airport, located in the City of Livermore, state of California.

Airport Purpose, means any authority action, undertaking or development that is consistent in maintaining the non-certificated status of the Airport and preserving the Airport funding category as a "Reliever Airport" serving general aviation users. The Airport Purpose does not include scheduled passenger services.

Airport Operations Area (AOA), means any area of the Airport used or intended to be used for landing, taking-off, or surface maneuvering of aircraft.

Apron, means those paved areas of the Airport within the AOA designated by the Airport for the loading and unloading of passengers, servicing, or parking of aircraft.

DEFINITIONS (cont.)

Avionics and Instrument Repair Facility, means an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.

CFR, means Code of Federal Regulations, of which Title 14 applies to Aeronautics and Space. The Federal Aviation Regulations (FAR) are a component thereof.

Commercial Aeronautical Activity, means any activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective(s) is accomplished. However, Commercial Aeronautical Activity at the Airport shall not include any activity which is contrary to the Airport Purpose. Commercial Aeronautical Activities are specifically defined in Parts 3-A through 3-H.

Commercial Aviation Permit (CAP), means the legal agreement between the Airport and an individual or entity providing a commercial aeronautical activity that grants permission to perform such activity on or from the Airport property, whether directly or indirectly related to aviation activities or aeronautical activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Courtesy Vehicle, means any vehicle used in Commercial Aeronautical Activity, other than a taxicab or vehicles regulated by the Public Utilities Commission, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

DOT, means United States Department of Transportation.

Entity, means a person, firm, corporation, or partnership.

Equipment, means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

Exclusive Right, as defined by the FAA in its grant assurances, means the power, privilege or other right excluding or preventing another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right.

DEFINITIONS (cont.)

FAA, means Federal Aviation Administration.

FAR, means Federal Aviation Regulation.

Fixed Base Operator (FBO), means an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels (if permitted) as well as aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services.

For the purpose of these Minimum Standards, a FBO listed in Part 3-A is referred to as a "Full Service FBO" and shall engage in the retail sale of aviation fuels and provide full fuel and line services to all based and transient General Aviation aircraft. Minimum Standards for a FBO not providing Full services, but engaged in one or in a combination of the aforementioned aeronautical activities, are listed in Parts 3-B through 3-H, as applicable.

Flight Training/Aircraft Rental Facility, means an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public.

General Aviation, means that portion of civil aviation that encompasses all facets of aviation except scheduled air carriers.

Hazardous Material, means any hazardous or toxic substance, material or waste which is, or becomes regulated, by any local government authority, the State of California or the United States Government. The term *Hazardous Material* includes without limitation, any substance that is (a) defined as a *hazardous substance* under appropriate state law provisions, specifically the California Fire Code and Section 6.95 of the California Health and Safety Code; (b) petroleum; (c) asbestos; (d) designated as *hazardous substance* pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (e) defined as *hazardous waste* pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (f) defined as a *regulated substance* pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements, means all buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and constructions standards. All permits required for the improvements must be obtained prior to construction.

DEFINITIONS (cont.)

Lease, means a contractual agreement between the City and an entity setting forth the terms and conditions upon which the tenant may occupy and use the property.

Master Plan, means an assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City, a copy of which is on file and available for inspection in the airport manager's office.

Minimum Standards for Commercial Aeronautical Activities, otherwise referred to as "Minimum Standards," means those qualifications, standards, and criteria set forth as the minimum requirements established as a condition for the right to engage in commercial aeronautical activities at the Airport, and as they may be amended from time to time.

Operator, means a person, firm, corporation, partnership that leases a facility or facilities at the Airport for the purpose of engaging in commercial aeronautical activities or related services. Included are sublessees and those who otherwise operate from a facility or facilities such as Commercial Aviation Permit holders.

Principals, means for Corporations all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

Property, means anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, or the permanent improvements on it, and "personal property", which is everything else.

Ramp, means a paved area suitable for aircraft parking, and/or movement and staging of aircraft.

Regulatory Measures, means Federal, state, county, and City laws, codes, ordinances, policies, rules and regulations, all as may be in existence, hereafter enacted, and amended from time to time.

Repair Facility, means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Rules and Regulations, means those rules and regulations governing the operations of the airport, properly adopted by ordinance of the City Council, and as may be amended from time to time.

Run-up, means aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

DEFINITONS (cont.)

Self-Fueling, means the fueling of an aircraft by the owner of the aircraft or the owner's employees using the owner's equipment.

Self-Service Fueling, means dispensing fuel into an aircraft using a commercial self-service aircraft fueling station.

Specialized Aviation Service Operator (or "SASO"), means a commercial Operator engaged in providing a single aeronautical service, or a combination of aeronautical services, including, but not limited to Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental and/or flight training, Aircraft charter or Aircraft management, Aircraft sales, and/or Aircraft storage. A SASO is not permitted to engage in aeronautical activities involving aviation fuel.

Sublease, means a lease granted by a lessee to another entity of all or part of the property.

Tie-down, means the area, paved, or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

Weight Limitations, means the maximum allowable weight limits established for the Airport relating to the maximum gross takeoff weight of any aircraft. The weight limitations at Livermore Municipal Airport are 45,000 pounds for single-wheel loads, and 65,000 pounds for dual-wheel loads.

Livermore Municipal Airport

Minimum Standards for Commercial Aeronautical Activities

PART 2 GENERAL REQUIREMENTS AND STANDARDS

WRITTEN AGREEMENT WITH THE CITY OF LIVERMORE

Prior to commencement of a commercial aeronautical activity, the Operator will be required to enter into a lease with the City and/or obtain a Commercial Aviation Permit. Such agreements will recite the terms and conditions under which the business will be operated on the Airport, including but not limited to, the term of the agreement, the rentals, fees and charges, the rights and obligations of the respective parties understood, therefore, that neither conditions therein contained nor those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith.

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall lease, sublease, and/or construct sufficient ground space, facilities and accommodations for the proposed commercial aeronautical activity. The Operator must provide copies of subleases to the City. In addition to the general requirements listed below, refer to the respective commercial aeronautical activity sections (3-A through 3-H) for more specific ground space and facilities' requirements:

a.) The Operator shall provide a full description and detailed development plans (drawing) of the location of the ground space, facilities, and accommodations to be utilized solely for the Operator's proposed commercial aeronautical activity. The Operator must identify the location of its aircraft parking and staging areas, customer lounges, vehicle parking areas, and restrooms. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient improvements for the Activity as stipulated in these Minimum Standards.

b.) The ground space shall include paved access to the Operator's office and paved aircraft apron with tie-down or hangar facilities within the leased area sufficient to accommodate the movement, staging, and parking of Operator's, Operator's Sublessees', and customers' aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in Taxilanes or Taxiways and any other activities being performed. Aprons associated with hangars shall be able to accommodate the movement of the largest aircraft the hangar is able to accommodate into and out of the hangar, staging, and parking of customer and/or Operator aircraft without interfering with the movement of aircraft in and out of other facilities and aircraft operating in Taxilanes or Taxiways. Paved vehicle parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers vehicles on a daily basis.

GROUND SPACE, FACILITIES AND ACCOMMODATIONS (cont.)

c.) The facilities and floor space allotments shall include office and customer lounge facilities. These facilities must be properly heated, ventilated, cooled and lighted.

d.) The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer and staff auto parking spaces, and handicap access in accordance with all federal, state and local regulations.

e.) The Operator shall maintain all pavement constructed by the Operator in good condition. The maintenance of the building(s), utility costs, and trash removal shall be the Operator's responsibility. Landscaping and the maintenance of security fences and access gates within the Operator's leased premises shall be the Operator's responsibility.

f.) For construction of any new facilities, the Operator will be subject to the same standards of development as are contained in the Livermore Municipal Airport Master Plan and the City of Livermore Building Code, Fire Code, and the Planning & Zoning Code. All construction plans must be submitted to the City for approval prior to modification or construction of any building, hangar, or other facility on the leased premises.

g.) The business and construction activities of the Operator shall be done in such manner as to avoid the dispersion of foreign object debris on the airfield.

h.) Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including, without limitation, Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

LICENSES AND CERTIFICATIONS

The Operator shall comply with all federal, state, county and/or municipal laws and regulations concerning its proposed operation and, if requested, provide copies of all pertinent permits, licenses and certifications. Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

PERSONNEL

The Operator shall have in his employ and on duty during operating hours, trained personnel in such number as are required to meet the Minimum Standards and Specific Requirements set forth herein. The Operator shall also provide a responsible person on the leased premises to supervise the operations during all business hours.

PERSONNEL(cont.)

All personnel are required to hold all applicable Federal Aviation Administration Certificates and ratings. The person managing the Operator's activities shall have sufficient experience managing a comparable activity to that proposed on the qualified and authorized to represent and act for and on behalf of Operator during all hours of activities with respect to the method, manner, and conduct of the Operator and Operator's activities. When such responsible person is not on the leased premises, such individual shall be immediately available by telephone or pager. The Operator shall have in its employ, on duty, and on premises during hours of activity, properly trained, qualified and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner.

SECURITY

The Operator shall designate a responsible person for the coordination and communication of all security procedures and provide the Airport Manager with the names of both the primary and secondary contacts along with 24-hour telephone numbers for both persons. If requested by the Airport Manager, the Operator shall develop and maintain a Security Plan.

The Operator shall maintain fencing, doors, gates, lighting and locks in good condition. All Operators shall develop positive key control and apron access procedures and comply with the pertinent reporting requirements to the FAA, the Department of Homeland Security and law enforcement agencies.

AIRCRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATING AGREEMENTS

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the Airport shall conform to the standards stipulated under Parts 3-A through 3-H for the respective aeronautical activities being performed under the subject agreement.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aircraft activity at or from the Airport shall include the following: "this agreement shall not violate the Minimum Standards for Commercial Aeronautical Activities as set by the City of Livermore nor shall this instrument be used for the purpose of evading any of the Livermore Municipal Airport Rules & Regulations."

INSURANCE

The Operator shall procure, maintain, and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth in the specific requirements for

INSURANCE (cont.)

the respective commercial aeronautical activities under Parts 3-A through 3-H, and 4-A and 4-B.

Disclosure Requirement: All Operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the Operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. The Operator shall provide a copy of such notice to the Airport Manager.

FBO FUELING

Although fueling activities performed by a Fixed Base Operator / Full service (Part 3-A) are subject to the following standards, the standards are also typically contained as covenants in the FBO's ground lease agreement and may include additional provisions.

SELF-FUELING

Any Operator desiring to self-fuel as a stand-alone Operator or an Operator involved in any commercial aeronautical activity that would not otherwise qualify as a Fixed Base Operator / Full service, shall apply for a Self-Fueling Permit.

Issuance of the permit to the Operator (permittee) is based on the conformance with the following standards:

Self-fueling shall be limited to permittee's own use in aircraft owned by permittee and shall only be conducted on paved apron areas leased or subleased by permittee. The paved areas shall be of a size to permit proper aircraft storage, service and access to the taxiway/runway system, adequate to satisfy the number of aircraft owned by the permittee. Such services may only be provided by a direct employee of the Aircraft Operator utilizing the vehicles and equipment owned by the Operator. Otherwise, Aircraft Operators are only permitted to have their aircraft fueled, washed, or repaired by those Operators and Lessees authorized to provide such service pursuant to an Agreement with the City.

Self-fueling activities shall be in compliance with all applicable federal, state and local laws, regulations and codes, and shall be subject to inspection and approval by Airport, Fire Marshal and other local government inspectors having jurisdiction. Operators shall provide to the Airport Manager copies of fuel spill and fire emergency plans and procedures for review and approval. All personnel conducting fueling operations on permittee's premises shall attend safety and training programs which are subject to approval by the Airport and/or the Fire Marshall.

SELF-FUELING (cont.)

The permittee shall provide at least one refueler for each grade of fuel with a minimum tank capacity of 2,000 gallons, and separate underground storage tanks with a minimum capacity of 45,000 gallons, grades combined, with separate, filter-equipped dispensing pumps and meters for each grade of fuel. All fuel equipment and facilities shall be properly maintained and kept in safe and clean condition.

FUEL FLOWAGE FEE

Any entity permitted to dispense fuel on the Airport, including self-fueling permit holders, shall pay a fuel flowage fee that has been established in the Airport Rates and Charges fee schedule, as revised from time to time and approved by City Council resolution, and submit monthly fueling activity reports to the Airport Manager. The FBO or permittee shall maintain liability insurance with coverage for products and completed operations with limits of not less than $25 million per occurrence. The FBO or permittee shall enter into an agreement with the fuel supplier to guarantee the direct payment of the fuel flowage fee to the City immediately following each delivery of any aviation fuel product by the supplier. The fuel supplier shall provide a copy of the delivery receipt or bill of lading, showing the gravity-corrected and recalibrated net quantity, of which the fee shall be paid within 15 days from the date of delivery.

MOTOR VEHICLES ON AIRPORT

The Operator will control the transportation of pilots, flight crews and passengers to and from the Operator's facility or office to the Operator's apron and/or tie-down areas. The

Operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Livermore Municipal Code provisions relating to the Airport Rules & Regulations, a copy of which is available at the Airport administrative office or online.

Any Operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain automobile liability insurance with coverage of not less than $1,000,000 per occurrence for bodily injury and property damage, naming the City as additional insured.

COMMERCIAL AVIATION PERMIT & FEE

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

Any Operator not being in possession of a valid ground lease agreement or having entered into a month-to-month lease with the City shall obtain a Commercial Aviation Permit ("CAP")

COMMERCIAL AVIATION PERMIT & FEE (cont.)

and pay an annual fee. The fee is subject to adjustment as specified from time to time by resolution of the City Council. The fee also applies to Specialized Aviation Service.

Operators who are sublessees or subtenants of Operators having leases with the City and shall be due on the first day of July of every year. The CAP authorizes the conduct of business on the Airport and assures that each business possesses a valid City Business License and maintains liability insurance in accordance with Part 4-B of these Minimum Standards for Commercial Aeronautical Activities and may be amended from time to time. Certificates of Insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the City upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction.

OTHER RATES & CHARGES

The Operator shall pay any applicable rates and charges as set forth by resolution of the City Council. Pursuant to the Airport Rates and Charges (Resolution No. 2007-112), and any subsequent amendments thereto as authorized by the City Council, a landing fee for commercial aircraft operations is assessed. The fee only applies to non-based general aviation aircraft engaged in commercial activities, e.g., air taxi, charter or cargo operations conducted under FAR Part 121 and Part 135 or other applicable FAR's based on maximum certificated gross landing weight. Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Livermore through a written tie-down or hangar lease agreement with the City or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

EXCLUSIVE RIGHT

As defined by the FAA in its grant assurances, "Exclusive Right" means the power, privilege or other right excluding or preventing another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. *The granting of an exclusive right to conduct a Commercial Aeronautical Activity on an Airport developed by or improved with federal funds is expressly forbidden by law.* If the FAA determines that any provision of these Minimum Standards, Agreement, or a practice constitutes a grant of prohibited Exclusive Right, such provision or practice shall be deemed null and void and/or such practice shall be discontinued immediately.

MULTIPLE SPECIALIZED ACTIVITIES

When more than one Activity is conducted at the Airport by a single Operator, the applicable minimum standards for the Operator shall be determined by the Airport Manager and shall be based upon the most stringent requirements for each of the Activities to be undertaken by the Operator.

EXHIBIT B

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-A FIXED BASE OPERATOR (FBO) / FULL SERVICE

*A full service **Fixed Base Operator (FBO)** is an entity that is authorized and required by agreement with the Airport to maintain facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels and lubricants, and provide aircraft airframe and engine maintenance and line services as well as tie-down, hangaring, parking, and ancillary aircraft ground services for gainful or revenue producing purpose, regardless of the form of compensation.*

For the purpose of these Minimum Standards, an FBO listed in Part 3-A shall provide full fuel and line services to all based and transient general aviation aircraft, except those that hold a self-fueling permit. Minimum Standards for an FBO not providing full services, but engaged in one or in a combination of the aforementioned aeronautical activities, are listed in Parts 3-B through 3-H.

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The minimum ground space to be leased shall be 305,000 square feet, or 7.00 acres. Improvements shall include paved apron and taxiway surfaces as well as hangar, fuel farm, terminal, vehicle parking, landscaping, and office and shop space.

The principal buildings and facilities used by the FBO shall allocate a minimum of 1,500 square feet for conveniently located heated and air conditioned lounge or waiting rooms and restrooms for passengers and crews, which shall be maintained in a clean and sanitary manner. Public facilities for flight planning and weather information shall be provided for pilots. At least one public telephone shall be provided.

The fuel storage facility or fuel farm shall have a minimum capacity of 45,000 gallons combined for Avgas (100LL) and turbine fuel (Jet A).

Paved Tie-Down's shall be provided to accommodate an adequate number and variety of based and transient aircraft, encompassing no less than 100,000 square feet of paved tie-down apron.

A minimum of 25,000 square feet of hangar floor space shall be provided within which aircraft airframe and engine repair activities, hangar keeping, and any permitted aeronautical activity may be performed.

Automobile parking minimums shall be provided in relation to the size of the structures and ramp area, and in accordance within City of Livermore Planning and Zoning Code.

The FBO shall provide ground space, facilities and accommodations sufficient for each of its permitted activities.

SCOPE OF SERVICE

Aircraft – Reference the appropriate sections under Part 3 for the aircraft requirements for flight training, aircraft rental, aircraft sales, air cargo and air charter.

Environmental – The FBO shall comply with the requirements of the City's Hazardous Materials Permit and shall have a written Spill Prevention Contingency and Control Plan that meets Regulatory Measures for fuel storage facilities. FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel. Ensuring the quality of the fuel is the responsibility of the FBO.

Equipment – In regards to airframe and power plant repair activities, the FBO shall provide all equipment, supplies and parts necessary to accommodate those aircraft for which repair services will be provided.

In regards to Line Service activities, the FBO shall provide adequate tie-down facilities and equipment, including ropes, chains, wheel chocks, and other types of restraining devices, adequate loading, unloading and towing equipment to safely and efficiently move aircraft as necessary. Further provided shall be two Avgas refuelers and two jet refuelers with a minimum capacity of 2,000 gallons per unit, one ground power unit, one air start, one lavatory cart, two tugs rated for 65,000 lb. aircraft, a tow bar with heads for most general aviation aircraft falling within the 65,000 lb. limit, and a potable water delivery system. Also, proper equipment shall be provided for repairing and inflating aircraft tires, servicing oleo struts, changing oil, washing aircraft and aircraft windows, recharging or energizing discharged aircraft batteries and starters. FBO shall have on hand, at all times, sufficient containment booms to form a barrier around any fuel spills, and have sufficient cleanup absorbents, pillows, pads, etc., to pick up the product and to store the same (saturated booms, blankets, etc.) in a sealed container(s) until proper disposal can be effected. The salvage drum(s) shall be approved by the DOT (DOT-E-10102). FBO shall have an adequate number of approved and regularly inspected dry chemical fire extinguisher units that shall be maintained within all hangars, on apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles.

Licenses – The FBO or its designees shall have and provide evidence of the appropriate FAA and DOT certifications and approvals for the required or permitted aeronautical activities. FBO and its personnel shall obtain and comply with, at FBO's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of FBO's activities at the Airport as required by the City or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, FBO shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager within 10 business days. FBO shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.

SCOPE OF SERVICE (cont.)

Motor Vehicles – The FBO shall provide aircraft-to-lounge ground transportation for transient passengers and pilots, and provide one Courtesy Vehicle to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants.

Personnel – The FBO shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed for each activity. Reference the appropriate sections under Part 3 for the personnel requirements for flight training, aircraft rental, aircraft sales, air cargo and air charter. The FBO shall have a line or customer service employee on duty at all times during operating hours.

Rates and Charges – The rates and charges for aircraft parking, tie-down and storage shall be determined by the FBO and are subject to the requirements that all rates and charges shall be reasonable and be equally and fairly applied to all users of its services. All rates and charges will be filed with the Airport Manager.

Subleases – The FBO may sublease a portion of the principal buildings and facilities for the purpose of assisting FBO in the full utilization of its fixed base operation. The FBO will develop a standard set of sublease terms and conditions which must be pre-approved by the City. The FBO is required to provide to the City, within ten (10) days of execution, a notarized copy of any sublease for building or hangar space to another entity which does not substantially conform to the pre-approved sublease terms and conditions to provide one or more commercial aeronautical activities.

The FBO shall include in any such sublease covenants and assurances from the sublessee regarding compliance with the applicable minimum standards and airport rules and regulations as codified in the Livermore Municipal Code. The commercial aeronautical activities and business purpose shall be clearly stated in the sublease and the sublessee shall be limited to those aeronautical activities. The FBO shall further specify that the operation is under the direct supervision and guidance of the FBO and subject to the terms and conditions of the ground lease in effect between the FBO and the City.

The FBO shall be required to carry commercial general liability insurance for all sublessees or provide a certificate of insurance naming the City of Livermore and sublessee as additional insured. Any entity subleasing FBO space is subject to payment of an annual Commercial Aviation Fee, as referenced in Parts 3-B through 3-H.

Taxes and Assessments – The FBO shall, at its sole cost and expense, pay all taxes, fees and other assessments that may be levied, assessed or charged by any duly authorized agency associated with FBO's Leased Premises against any building or other structure, land and/or improvements or personal property on the premises and/or FBO's activities.

REQUIRED ACTIVITIES

Airframe and Power Plant Repair – Airframe and power plant repair services, including parts and accessories shall be provided by FAA approved personnel. The FBO can meet this required activity through an authorized Sublessee who meets the minimum requirements contained in Part 3-B.

Hangar Keeping – Hangar facilities shall be provided for the storage and maintenance of aircraft.

Fueling – The FBO shall make satisfactory arrangements with a recognized aviation fuel distributor for the delivery of fuels and oil in such quantities to meet the requirements set forth herein. Fuel flowage fees shall be paid to the City for all fuel dispensed by FBO.

Fuel and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week, and between the hours of 6:00 AM and 9:00 PM, whether services are continuously offered or available after regularly scheduled hours, on-call, with response time not to exceed 45 minutes. The FBO shall be able to extend/adjust these operating hours if customers so demand in an effort to comply with the 10:00 PM to 6:00 AM "Voluntary Restraint from Night Flying" policy period. The FBO shall provide mobile fuel dispensing equipment capable of safe and efficient servicing of all types of general aviation aircraft.

Fuel storage tanks and fixed self-service fueling facilities shall be installed according to all current regulations and shall be subject to approval by the Livermore/Pleasanton Fire Department. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. FBO's SOP shall also address: bonding and fire protection; public protection; control of access to fuel storage facilities; and marking and labeling of fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Airport Manager no later than 30 days before the FBO commences Activities at the Airport.

Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. Each Refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards, and Regulatory Measure including without limitation, those prescribed by:

- State of California Fire Code and local Fire District
- National Fire Protection Association (NFPA) Codes
- California Department of Health and Environment Oil Inspection Regulatory Section

REQUIRED ACTIVITIES (cont.)

- Applicable FAA Advisory Circulars (AC) including AC00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- FBO shall maintain current records on file of quality control checks and inspections of fuel storage facilities, fixed self-service fueling systems, and Refueling Vehicles and shall make such records available to the Airport Manager for review/audit at any time.

Line Service – Involves buying, storing, selling and furnishing of aviation fuels and oils to third parties. Line service, including oxygen and nitrogen, facilities to service, clean and deodorize aircraft toilets and clean both the interior and exterior of aircraft, Unicom, telephone and radio contact to and with service personnel.

Line service further includes providing potable water, power starts, ground power, aircraft marshalling, towing, staging and parking, and reservations/arrangements for catering, hotel, rental car, taxi, crew/courtesy car and limousine services. The FBO shall provide initial and recurrent line service training and certification to all line personnel in accordance with Part 2 of these Minimum Standards.

PERMITTED ACTIVITIES

The FBO must meet the more inclusive of the standards under this Part 3-A or the specific standards written for any and all of the Permitted Activities below:

Avionics and Instrument Repair	Refer to Part 3-C
Air Charter	Refer to Part 3-D
Air Cargo	Refer to Part 3-E
Flight Training / Aircraft Rental	Refer to Part 3-F
Aircraft Sales	Refer to Part 3-G
Specialized Aviation Service Operator (SASO)	Refer to Part 3-H

Concessions – Lounge, food and beverage service, including vending machines, catering service and packaged liquor for restocking of aircraft galleys.

PERMITTED ACTIVITIES (cont.)

Ground Transportation – Car rental and other ground transportation services, automobile parking and automobile and other ground support, support equipment and rental automobiles.

Office Space – The FBO shall be permitted to sublease office space for aviation-related business activities not specifically listed herein.

FBO and its sublessees shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights At of 1964, as amended or reenacted.

FEES

Fuel flowage fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

INSURANCE

Refer to Part 4-A "Insurance for Fixed Base Operators."

AIRPORT DISASTER RELIEF SUPPORT

The FBO shall make itself available as a resource in the event of a disaster and actively plan to provide fuel and equipment to support emergency medical evacuation flights and other relief flight activities.

EXHIBIT B

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-B AIRFRAME AND POWER PLANT REPAIR

*An **Airframe and Power Plant Repair Facility** Operator is an entity operating under FAR Parts 43 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall provide, lease or sublease at least 2,500 square feet of hangar space for airframe and power plant repair services and, if contemplated, to include a segregated painting area meeting local and state code requirements.

The Operator shall provide, lease or sublease sufficient paved aircraft parking space within or nearby the leased area to accommodate customer aircraft awaiting repair without inhibiting on the airport's aircraft movement areas.

SCOPE OF SERVICE

Environmental – The Operator must comply with the requirements of the City's Hazardous Materials Permit.

Equipment – The Operator shall provide all equipment, supplies and parts necessary to accommodate those aircraft for which repair services will be provided.

Licenses & Certifications – If the Operator applies to the FAA for Repair Station Certification under FAR Part 43 and Part 91, evidence of such application shall be submitted to the City.

If the Operator proposes to engage in the overhaul and repair of turbine power plants, FAR Part 145 Certification must be acquired within six months of initiation of operation and a copy must be filed with the Airport Manager prior to initiation of operation.

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. Operator shall have and provide to the Airport evidence of all federal, state, and local licenses, certificates, and permits that are required to conduct the activity.

Operating Hours – The Operator shall provide service in this category at least eight hours daily, five days a week. During non-operating hours, the Operator shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

SCOPE OF SERVICE (cont.)

Personnel – The Operator shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed and who hold airframe, power plant, or aircraft inspection ratings. The Operator shall have an employee on duty at all times during the required operating hours.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-C AVIONICS AND INSTRUMENT REPAIR

*An **Avionics and Instrument Repair Facility** Operator is an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall provide, lease or sublease at least 1,000 square feet of shop/hangar space to store one aircraft, a paved area sufficient to park one aircraft with adequate tie-down facilities, and with paved access to the taxiway system.

SCOPE OF SERVICE

Licenses & Certifications – The Operator shall have a FAR Part 145 Certificated Radio Repair Station for Class 1 and 2 radio repairs. Repair personnel must be currently and properly certificated by the FAA and by the Federal Communications Commission (FCC) with ratings appropriate to the work being performed.

Operating Hours – The Operator shall provide service in this category at least eight (8) hours daily, five (5) days a week. During non-operating hours, the Operator shall post or otherwise make known a telephone number or other contact provisions to permit an emergency call out.

Personnel – The Operator shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed and who hold airframe, power plant, or aircraft inspection ratings. The Operator shall have an employee in the office at all times during the required operating hours.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-D AIR CHARTER

*An **Air Charter Operator** is an entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14 CFR Part 125 for private carriage) with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall provide or lease hangar space or a paved tie-down area with adequate facilities to park all its charter aircraft and related equipment with paved access to the taxiway system. Facilities shall include customer access to restrooms, public use telephone and a customer lounge. Adequate vehicular parking areas to accommodate staff and customers shall be available.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for charter, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

Licenses & Certifications – The Operator shall obtain FAA certifications under one or more of FAR 61, 91, 121, 125, 135 and 137. The Operator shall provide evidence of any certification approvals, including the Registrations & Amendments under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

Operating Hours – The Operator shall have its services available to meet the public demand for this category at least eight (8) hours per day, five (5) days each week.

Personnel – The Operator shall have in its employ a sufficient number of qualified Commercial or Airline Transport rated pilots as required by Federal Aviation Regulations. If the Operator occupies an office, at least one employee shall be provided in the office at all times during the required operating hours. Otherwise, a telephone number or other contact provisions shall be provided to permit employee call-out during operating hours.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

FEES (cont.)

The Air Charter Operator shall pay landing fees pursuant to the Airport Rates and Charges Resolution No. 2007-112, and any subsequent amendments thereto as authorized by the City Council for commercial aircraft operations. The fee only applies to non-based general aviation aircraft engaged in commercial activities, e.g., air taxi, charter or cargo operations conducted under FAR Part 121 and Part 135 or other applicable FAR's based on maximum certificated gross landing weight. Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Livermore through a written tie-down or hangar lease agreement with the City or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-E AIR CARGO

*An **Air Cargo Operator** is an entity that provides the carriage of property under the appropriate FAR and operates aircraft that are within the weight limitations established for the Airport.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall provide, lease or sublease sufficient hangar space or a paved tie-down area with adequate facilities to park its cargo aircraft. The sorting and transfer of cargo shall either be done inside the hangar, or in a manner to avoid apron congestion and the dispersion of Foreign Object Debris (FOD) on the airfield.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for cargo transport, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

Licenses & Certifications – The Operator shall have and provide evidence of the appropriate FAA and DOT certifications and approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

Operating Hours – The Operator shall have its services available to meet the public demand for this category.

Personnel – The Operator shall have in its employ a sufficient number of qualified pilots as appropriate under Federal Aviation Regulations.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

The Air Cargo Operator shall pay landing fees pursuant to the Airport Rates and Charges Resolution No. 2007-112, and any subsequent amendments thereto as authorized by the City Council for commercial aircraft operations. The fee only applies to non-based general aviation aircraft engaged in commercial activities, e.g., air taxi, charter or cargo operations.

FEES (cont.)

conducted under FAR Part 121 and Part 135 or other applicable FAR's based on maximum certificated gross landing weight. Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Livermore through a written tie-down or hangar lease agreement with the City or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities." (Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-F FLIGHT TRAINING / AIRCRAFT RENTAL

*A **Flight Training/Aircraft Rental Facility** Operator is an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public. A person holding a current FAA flight instructor's certificate, who gives occasional flight instruction (does not make flight instruction available to the general public) to an owner of an aircraft in the owner's aircraft, shall not be deemed a commercial aeronautical activity.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall construct, lease or sublease a paved area with adequate tie-down facilities to park all aircraft available for flight training and/or rental with paved access to the taxiway system and adequate vehicle parking to accommodate all activities of the Operator and all approved Sublessee(s), employees and customers.

The Operator shall further construct, lease or sublease at least 1,000 square feet of floor space that includes a classroom, administrative office, and/or pilot briefing room and a lounge. Maintenance and hangar areas are required if Operator is conducting aircraft maintenance on aircraft owned, leased, and/or operated by Operator. If Operator provides aircraft maintenance on other aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

SCOPE OF SERVICE

Aircraft – The Operator shall have available for use in flight training, either owned or under written lease to the Operator, at least two (2) certificated and currently airworthy aircraft appropriate to the flight training to be conducted.

Licenses & Certifications – The Operator shall conduct the flight school activities under FAR Part 61 or Part 141. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide and display evidence of such FAA certification.

Operating Hours – The Operator shall have its premises open and services available to meet the public demand for this category at least eight (8) hours per day, five (5) days each week.

Personnel – The Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR Part 91 or Part 141 for the contemplated operation. If renting aircraft, the Operator shall have in its employ a person or persons having current flight instructor ratings for the contemplated operation.

SCOPE OF SERVICE (cont.)

The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

FLIGHT SCHOOL SECURITY

The Operator shall comply with Department of Homeland Security (DHS), Transportation Security Administration (TSA), and, as appropriate, local flight school security and pilot background check requirements.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy.

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

EXHIBIT B

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-G AIRCRAFT SALES

*An **Aircraft Sales Facility** Operator is an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall provide, lease or sublease at least 1,000 square feet of shop/office space from which sales activities can be performed. The Operator shall further provide, lease or sublease a paved area with adequate tie-down facilities to park four (4) aircraft, with paved access to the taxiway system.

Note: Operators leasing space in a multi-tenant facility are exempt from these requirements.

SCOPE OF SERVICE

Aircraft – The Operator shall provide, or have available with advance notice, aircraft of each model offered for sale, for the purpose of demonstration.

Operating Hours – The Operator shall have its services available to meet the public demand for this category.

Personnel – The Operator shall employ, or have available on call, a sufficient number of pilots with ratings appropriate to the operational requirements of the aircraft being sold. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

Warranty Repairs & Services - If the Operator is FAA rated to perform warranty repairs and services and has adequate facilities to perform such work, such repairs and services shall be required. Otherwise, the Operator selling aircraft with guarantee or warranty assurances shall be obligated to arrange for proper repair and service of those aircraft.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 3-H SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

A "SASO" is an Operator engaged in providing one or more of the commercial aeronautical activities defined in Parts 3-B through 3-G, including, but not limited to the following, additional specialized services:

***Limited Aircraft Services and Support** – defined as limited engine or accessory support, e.g., washing, detailing, painting, upholstery, magneto repairs, propeller repair and balancing, etc., or other miscellaneous activities directly related to aircraft services and support. Mobile Limited Aircraft Services and Support Operator will not be required to sublease space or facilities; however, written approval from each FBO where the Operator intends to operate is required. If only one FBO provides such approval, mobile operations will be limited to that FBO's leasehold only. Each FBO granting such approval is entitled to charge a concession or access fee in lieu of rent, and in compensation for access to leasehold property improved at the risk and expense of the FBO.*

***Commercial Activity Support** – defined as ground school, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.*

***Air Transportation Services for Hire** – defined as non-stop sightseeing flights (airplane or helicopter flights that begin and end at Livermore Airport and are conducted within 25 statute miles of Livermore; aerial photography or survey; fire fighting; power line, underground cable or pipeline patrol; banner towing, crop dusting or any other miscellaneous activities directly related to air transportation service for hire (for example, helicopter operations in construction or repair work).*

In addition to the general requirements in Part 2, the following minimum requirements must be met:

GROUND SPACE, FACILITIES AND ACCOMMODATIONS

The Operator shall sublease at least 1,000 square feet of shop/office space dedicated to its sole use and adequate for its operation from an FBO or other tenant under lease with the City of Livermore. The Operator shall provide sufficient automobile parking spaces dedicated for its customers use.

Note: Operators leasing space in a multi-tenant facility are exempt from these requirements.

SCOPE OF SERVICE

Aircraft – When required by the nature of its operation, the Operator shall provide and have based on its leasehold, either owned or under written lease to lessee, at least one airworthy aircraft, meeting all FAA requirements and applicable regulations of the State of California with respect to the type of activity performed.

SCOPE OF SERVICE (cont.)

Personnel – The Operator shall employ a sufficient number of properly licensed and certified personnel to safely carry out the activity and meet the demand of the public for the services provided. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

Environmental – If applicable through the nature of its operation, the Operator must comply with the requirements of the City's Hazardous Materials Permit.

Licenses & Certifications – The Operator shall have and provide evidence of all Federal, State and local certificates, permits, etc., required for the activity.

Operating Hours – The Operator shall have its services available to meet the public demand for this category.

FEES

The Operator may be subject to payment of an annual Commercial Aviation Permit fee, which is due July 1 of every year. Permit fees and other charges are applicable in the Airport Rates and Charges schedule, as revised from time to time and approved by City Council resolution.

INSURANCE

Refer to Part 4-B "Insurance for Commercial Aeronautical Activities."

(Depending upon the specific activities of the Operator, certain coverage requirements may not apply and may be waived, in writing, by the City's Risk Manager.)

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 4-A INSURANCE FOR FIXED BASE OPERATORS

In addition to the general requirements in Part 2 and Part 3-A, the following minimum requirements must be met:

Operator shall procure and maintain for the duration of the ground lease, sublease, or occupancy of the leased premises insurance against claims for injuries to persons or damage to property which may arise from, or in connection with the Operator's operation, use of the Premises or this Lease, which shall be acceptable to the City's Risk Manager. The cost of such insurance shall be borne by the Operator.

a. Minimum Scope of Insurance
Coverage shall be at least as broad as:
(1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
(3) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.
(4) Property Insurance against all risks of loss to any tenant improvements or betterments, including flood and earthquake, if such are available at a reasonable cost, as determined by the Risk Manager.

b. Minimum Limits of Insurance
Operator shall maintain limits no less than:
(1) General Liability: $5,000,000 ($25,000,000 if Full Service FBO or self-fueling permit holder) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to: blanket contractual; products/completed operations; hangarkeepers liability, and broad form property damage.
(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.
(3) Employer's Liability: $1,000,000 per occurrence for bodily injury or disease.
(4) Property Insurance: Full replacement cost with no coinsurance penalty provision.

c. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions or sub limits must be declared to and approved by the City's Risk Manager.

d. Other Insurance Provision
The general liability policy is to contain, or be endorsed to contain, the following provisions:

d. Other Insurance Provision (cont.)

(1) The City of Livermore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, agents or volunteers.

(2) The Operator's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees, agents or volunteers shall be excess of the Operator's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees, agents or volunteers.

(4) Coverage shall state that the Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore by the carrier.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California.

f. Verification of Coverage

Operator shall furnish a copy of these requirements to Operator's insurance agent. The agent shall furnish the City's Risk Manager with Certificate(s) of Insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying the Operator maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received and approved by the City of Livermore before Operator takes possession, or begins work on the Premises. The City of Livermore may for any reason require the Operator to provide complete, certified copies of all required insurance policies affecting the coverage required by these specifications. The Operator, or its insurance agent, shall furnish the City with evidence of insurance 30 days prior to expiration of the current certificate(s), and direct those to:

City of Livermore
Risk Manager
1052 S. Livermore Avenue
Livermore, CA 94550

PART 4-B INSURANCE FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to the general requirements in Part 2 and Part 3-B through 3-H, the following minimum requirements must be met:

Operator shall procure and maintain for the duration of the ground lease, sublease, or occupancy of the leased premises insurance against claims for injuries to persons or damage to property which may arise from, or in connection with the Operator's operation, use of the Premises or this Lease, which shall be acceptable to the City's Risk Manager. The cost of such insurance shall be borne by the Operator.

a. Minimum Scope of Insurance
Coverage shall be at least as broad as:
(1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
(3) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.
(4) Property Insurance against all risks of loss to any tenant improvements or betterments, including flood and earthquake, if such are available at a reasonable cost, as determined by the Risk Manager.

b. Minimum Limits of Insurance
Operator shall maintain limits no less than:
(1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to: blanket contractual; products/completed operations; hangarkeepers liability, and broad form property damage.
(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.
(3) Employer's Liability: $1,000,000 per occurrence for bodily injury or disease.
(4) Property Insurance: Full replacement cost with no coinsurance penalty provision.

c. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions or sub limits must be declared to and approved by the City's Risk Manager.

d. Other Insurance Provision
The general liability policy is to contain, or be endorsed to contain, the following provisions:

d. Other Insurance Provision (cont.)

(1) The City of Livermore, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned, occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, agents or volunteers.

(2) The Operator's insurance coverage shall be primary insurance as respects the City of Livermore, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Livermore, its officers, officials, employees, agents or volunteers shall be excess of the Operator's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Livermore, its officers, officials, employees, agents or volunteers.

(4) Coverage shall state that the Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Livermore by the carrier.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California.

f. Verification of Coverage

Operator shall furnish a copy of these requirements to Operator's insurance agent. The agent shall furnish the City's Risk Manager with Certificate(s) of Insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying the Operator maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received and approved by the City of Livermore before Operator takes possession, or begins work on the Premises. The City of Livermore may for any reason require the Operator to provide complete, certified copies of all required insurance policies affecting the coverage required by these specifications. The Operator, or its insurance agent, shall furnish the City with evidence of insurance 30 days prior to expiration of the current certificate(s), and direct those to:

City of Livermore
Risk Manager
1052 S. Livermore Avenue
Livermore, CA 94550

Livermore Municipal Airport - Minimum Standards for Commercial Aeronautical Activities

PART 5 APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Applications to perform any commercial aeronautical activities shall be in writing by using this form and filed with the Airport Manager. The application must demonstrate compliance with Part 2 and the specific requirements under Part 3-A through H and must contain the following information listed below.

Business Plan: All prospective FBO Operators who intend to dispense fuel pursuant to these Minimum Standards must submit, in addition to this application, a detailed Business Plan that clearly demonstrates the economic viability of the proposed activity, including any information necessary to demonstrate that fuel sales projections will be incremental new business to the Airport rather than a dilution of the market share from existing, approved FBO Operators. The Business Plan will be subject to approval by the Airport Manager, who will consider the economic vitality of the existing Airport tenants as well as the volume of the existing fuel market in the context of the appropriate number of fuel vendors.

Space has been provided for response to each question. In many cases, it may be necessary to attach the requested information. If so, please indicated as "See attached – Exhibit ___." Care should be taken in preparing this application as any incomplete or incorrect information may delay the processing of the application.

***PLEASE NOTE:** Consistent with applicable law, any financial information you submit may be confidential. If you wish to request that the financial information you submit be kept confidential, you must submit such information in a separate attached exhibit so indicated. Other information submitted as part of this Application will be made available to the public upon request.*

1. Basic Business Information

Name of Business: _____

Airport Location: _____

_____

(Provide copy of sublease & drawings describing facilities and auto parking areas.)

Mailing Address: _____

_____ Telephone: _____

Type of Business
Services offered: _____

Commencement Date: _____

Days per Week and Hours of Operation: _____

Principal Owners: _____

Key Personnel and Titles: _____

2. Certifications and Experience

Describe past experience in the specified aviation services for which application is made:

Describe experience data on key personnel, or submit resumes as separate attachments:

List all applicable local, state, and/or federal certifications and licenses currently held or to be obtained; include copies:

If applicable, describe the number of aircraft to be utilized including makes, models, seating capacity and N-numbers and copies of any applicable FAA operating certificates:

3. Market and Financial Information

Provide a full description of the nature of the proposed operation. Include all services to be provided, number of persons to be employed, any expansion plans, etc.:

Provide a statement of need for your proposed operation at the Livermore Municipal Airport:

Provide a written confirmation of account status and history from your bank, and include a phone number of a bank representative so that the information can be verified:

PLEASE NOTE: The City reserves the right to ask for additional financial and market information in order to determine whether the Operator is reasonably fit, willing and able to discharge its economic obligations to the Airport community. Examples of additional information include, but are not limited to market analysis, cash flow, profit and loss projections, financial statements prepared by a Certified Public Accountant, credit reports on the business or each party owning or having a financial interest in the business.

4. Insurance and Other Information

List all types and amounts of insurance coverage to be maintained for the proposed operation. Include a copy of your certificate of insurance listing the City of Livermore as additional insured and reflecting at least the minimum liability coverages for your proposed operation as required in accordance with Part 4-A or B:

If the proposed operation includes rental, sales or flight training, provide a copy of your student/renter insurance disclosure notice as well as evidence that the same notice has been incorporated in any rental agreements:

PART 5 APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITIES Page 5

The applicants hereby respectfully request that the City of Livermore consider the foregoing application for permission to perform the specified aeronautical activities at Livermore Municipal Airport by the following date: _____

To be acknowledged and signed by each principal owner. (i.e., President, General Partner, CEO, CFO, Chairman, Secretary, Treasures, etc.)

Completed by _____ Title _____ Date _____

Signed by _____ Title _____ Date _____

Signed by _____ Title _____ Date _____

Signed by _____ Title _____ Date _____

For City Use Only	Initials / Date	Approvals	Initials / Date
Risk Manager	_____/_____	Public Works Director	_____/_____
Finance Director (if applicable)	_____/_____	Airport Manager	_____/_____

Reviewed by Airport Advisory Commission: (if applicable) _____ Fee paid on: _____ (if applicable)

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

LIVERMORE AIRPORT

Southside Self-Serve Fuel Facility Ground Lease Agreement

THIS LEASE is made and entered into as of the _____ day of _____, 2014, by and between the CITY OF LIVERMORE ("City"), a municipal corporation of the State of California, and Five Rivers Aviation, LLC ("Lessee").

RECITALS

1. City owns all that certain real property located at the Livermore Municipal Airport ("Airport").

2. City and Lessee desire to enter into a lease relating to the occupancy of certain premises (Leased Premises) at the Livermore Municipal Airport for the purposes of installing and operating a self-serve fueling facility (Facility) for aviation gasoline on the south side of the airfield, more particularly identified and described as Lease Parcel SWA-SS on Exhibits A and B, which are incorporated herein by this reference. Lessee's rights under this Lease are strictly limited to the defined premises.

3. Lessee has carefully and completely examined the Leased Premises, is fully informed of the condition of the premises, and is satisfied as to the suitability of the Premises for the proposed purposes. Lessee expressly waives any and all claims against City relative to the nature, condition, or suitability of the Premises.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. LEASED PREMISES

The Leased Premises consists of real property situated in the City of Livermore, County of Alameda, State of California, more particularly identified and described as Lease Parcel SWA-SS on Exhibits A and B, which are attached hereto and incorporated herein by reference.

2. USE OF LEASED PREMISES

Lessee agrees that the use of the Leased Premises, and any construction or improvements thereon, shall be in accordance with the applicable provisions of the 2003 Livermore General Plan, the Livermore Municipal Code and the Development Code of the City of Livermore.

Lessee shall use the Leased Premises for the operation of a self-contained self-serve fuel facility for public use on a 24-hour basis. Only aviation gasoline (Avgas) or FAA approved equivalent aviation fuel shall be dispensed.

City and Lessee acknowledge that this Lease shall be subordinate and subject to Articles 4, 7, 9 and 11 of Lessee's Fixed Base Operator Ground Lease Agreement dated November ___ , 2013, and expressly subject to all of the terms, covenants, conditions, compliance, and construction timelines therein not explicitly provided for and agreed upon in this Lease.

Lessee's use of the Premises shall be in accordance with all laws concerning Lessee's use of the Premises, including, without limitation, the obligation at Lessee's cost to alter, maintain, or restore the Premises, or construct improvements in or to the Premises, in compliance and conformity with all laws and government requirements relating to the condition, use, or occupancy of the Premises during the term, whether foreseen or unforeseen, regardless of the cost, and regardless of when during the term the work is required.

3. TERM

The term of this Lease shall be for a fixed period of five (5) years commencing on the date written above, and ending on _____, 2019. Lessee shall have the option to extend the term for two (2) additional 5-year periods under the same conditions, so long as Lessee provides Lessor written notice of its interest to extend the term not less than 90 days in advance of the expiration of the initial term.

4. TITLE

During the term of this Lease, except as otherwise provided for herein, title to any and all Facility improvements placed on the Leased Premises by Lessee shall be vested in Lessee, unless Lessee elects to transfer title to City, and City agrees in writing to accept such title, no less than 90 days prior to the expiration of this Lease. Upon termination of this Lease pursuant to Section 20 herein, Lessee shall either transfer title to the Facility to the City, or remove the Facility and restore the Leased Premises to their original condition prior to surrender of the Leased Premises.

5. RENTAL

Lessee shall pay to City a rental fee in accordance with the following provisions:

a. The base rent for the Leased Premises shall be $0.40 per square foot per year. The Leased Premises encompass a total of _____ square feet (see Exhibit A). Hence, the base rent is $_____ per month.

b. The rent shall be due and payable, in advance, monthly by the first day of each month during the term of this Lease and any extension of it.

c. The base rent shall be adjusted upward annually with respect to the Consumer Price Index. Commencing on July 1, 2015, and on each subsequent July 1st thereafter throughout the term of the Lease, the base rental fee shall be adjusted upward by the cumulative increase in the Consumer Price Index ("CPI"). The CPI Index used is All Urban Consumers, San Francisco-Oakland-San Jose Index for the month of February immediately preceding the July adjustment date. In no event shall the rent be less than the immediately preceding annual rent; however, the annual CPI rent adjustment for any year shall not exceed five percent (5%).

d. The lease rate may be adjusted based upon an appraisal, in the event the initial term is extended. Other factors, such as comparable ground lease rates, may be considered by the City in setting this revised rental rate.

6. LATE CHARGES & INTEREST

Lessee acknowledges that late payment of rent by Lessee to City will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitations, processing and accounting charges, and late charges that may be imposed on City by the terms of any encumbrance and note secured by any encumbrance covering the Leased Premises. Therefore, if any installment of rent due from Lessee is not received by the City by 5:00 PM on the tenth (10th) day of the following month, Lessee shall pay to City an additional sum of five (5) percent of the overdue rent as a late charge. Furthermore, any amount outstanding after 30 days or more shall bear interest from the due date to the date of payment at the rate of one-half percent (0.5%) per month. The parties agree that this late charge and interest represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent City from exercising any of the other rights and remedies available to City. If Lessee fails to pay rent equal to the amount of three (3) monthly payments, Lessee shall be in default of this Lease.

7. MAINTENANCE

Lessee shall keep the Leased Premises and the Facility in good repair and safe condition, and the keep the public taxilanes and ramp areas adjacent to the Leased Premises clean and free of foreign object debris (FOD) to avoid propeller damage to customer aircraft using Lessee's Facility. Should necessary pavement repairs or construction to adjacent facilities cause interference with Lessee's access to the Leased Premises, the Airport Manager shall notify Lessee in a timely fashion.

8. RIGHT OF FACILITY RELOCATION

City reserves the rights to relocate Lessee's facility if necessitated due to City's need to utilize the Leased Premises for future aviation development of for other reasons at the sole discretion of the Airport Manager upon 90 days' written notice to Lessee. If such relocation is required, City will pay for the costs to move the self-serve fuel tank and dispensing unit to the new location and provide a power connection. Lessee will absorb the remaining costs of relocating and reconnecting the Point of Sales unit and any incidental marking and striping work. (Note: This Section 8 is subject to final negotiations between the parties prior to lease execution.)

9. TAXES

Lessee shall pay, prior to delinquency, any taxes and assessments levied on the Leased Premises and personal property situated in the Leased Premises.

10. POSSESSORY INTEREST SUBJECT TO TAXATION

Lessee recognizes and understands that this Lease may create a real property possessory interest that may be, but is not intended to be, subject to real property taxes levied on such interest. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by the City.

11. ANNUAL AIRPORT AIRSHOWS AND STATIC DISPLAY EVENTS

Lessee is hereby notified that an annual Airport Open House and Air Show, or similar event may be conducted at the Airport which may cause an inconvenience to Lessee. During the day or days of these events, Lessee or their customers may have limited aircraft access to the Airport and Lessees' Facility. If so, arrangements must be made to provide public access to Lessee's self-serve fueling Facility.

12. UTILITIES AND TRASH REMOVAL

Lessee shall be responsible for installing and maintaining any required utilities to the Leased Premises. Lessee shall pay or cause to be paid, and hold City free and harmless from, all charges for the installation, connection, maintenance and furnishing of all necessary utilities, utility facilities and services, including but not limited to water, electricity, telephone and wireless services, and any other public utilities Lessee may be permitted to subsequently install on the Leased Premises. City will provide Lessee with a billing address for any utilities on the Leased Premises at the time of installation.

Lessee shall be responsible for the collection and removal of trash from the Leased Premises during the term of this Lease.

13. REGULATIONS

Lessee shall comply with all federal, state and local rules, regulations, laws, ordinances, and directives now in force or hereafter promulgated by the City or any legally

constituted authority with respect to the use of the Leased Premises, the Livermore Municipal Airport, and the operation of the Facility.

14. ENTRY AND INSPECTION

Lessee hereby grants to City or its representative, permission to inspect the Leased Premises and the Facility at any time during regular business hours with 24 hours prior written notice to Lessee. However, Lessee fully understands that the City shall have the right to enter the Leased Premises at any time without notice in the event of an emergency, to conduct follow-up inspections to verify compliance, or to make necessary repairs and improvements.

15. SIGNS

Lessee may install pole-mounted or facility-mounted fuel brand signs, as allowed by section 3.03.180 Airport (AIR) Zone and section 4.06.265, Airport (AIR) Signs, of the Livermore Development Code. All signs shall be administratively reviewed and authorized by the Airport Manager for size, design, location, and illumination prior to installation.

16. INSURANCE

Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with Lessee's operation and use of the Leased Premises. The insurance shall be pursuant to Section 9 of Lessee's Fixed Base Operator Ground Lease Agreement. The cost of such insurance shall be borne by Lessee.

17. HOLD HARMLESS

Lessee agrees to, and shall defend, indemnify and hold the City, its officials, directors, employees, volunteers, and agents harmless from and against any or all loss, liability, expense, claim, cost, suits, and damages of every kind, nature and description, including reasonable attorney's fees, for or on account of damage to property or injury to persons arising from anything done or performed, or omitted to be done or performed, on the Leased Premises by Lessee, or any activity carried on by Lessee in connection with the Leased Premises. Approval of the insurance requirements of this Lease does not relieve the Lessee from liability under this hold harmless clause.

18. DEFAULT

a) If Lessee is in default for non-payment of rent equal to the amount of three (3) monthly payments owed to City: City shall notify Lessee in writing of the default by serving Lessee with *a "Three-Day Notice to Pay Rent or Quit."* Lessee shall pay in full all current and past due rents within the three-day deadline set forth in the notice. If Lessee fails to comply within the three day time period, this Lease shall automatically terminate. Upon termination of this Lease, the City shall be authorized to enter the Leased Premises without further notice and secure the Facility thereon for a period of 90 days.

b) If Lessee is in default for any reason other than non-payment of rent or of any amount owed to City: City shall notify Lessee in writing of the default by serving Lessee

with a *"Notice of Intent to Terminate Tenancy."* Lessee shall cure the default within the 30-day deadline set forth in the notice. If Lessee fails to cure the default within the specified time period, the City will serve Lessee with a "30-Day Notice of Termination of Tenancy." Upon termination of this Lease, the City shall be authorized to enter the Leased Premises without further notice and secure the Facility thereon for a period of 90 days.

c) After 90 days, the City shall have the right to take possession of, or dispose of said Facility at public auction pursuant to Civil Code Section 1988 upon providing Lessee with written notice pursuant to Civil Code Section 1983. In addition to the amount of the delinquent rent, if any, Lessee is obligated to pay to the City all fees and expenses incurred by the City to remove the Facility.

Upon Lessee's default of any of the terms and conditions of this Lease, the City may terminate the Lease, upon 30-days' written notice, sent in accordance with Paragraph 30.

19. TERMINATION

By City: If, at any time after the date of execution of this Lease, City requires the Leased Premises, City shall give one hundred and eighty (180) days' written notice to Lessee, thereby terminating this Lease and acquiring full title, control, and possession of the Leased Premises . Lessee may elect to transfer title of the Facility to City, and City may agree in writing to accept such title. If City does not accept title to the Facility, Lessee shall remove the Facility and restore the Leased Premises to their original condition prior to surrender of the Leased Premises.

By Lessee: If, at any time after the date of execution of this Lease, Lessee desires to vacate the Leased Premises, Lessee shall give 90-days' written notice to City, thereby terminating this Lease and relinquishing full title, control, and possession of the Leased Premises. Lessee shall remove the Facility and restore the Leased Premises to their original condition prior to surrender of the Leased Premises.

20. INVALID PROVISIONS, SEVERABILITY

If any term of this Lease is held invalid by a court of competent jurisdiction, the invalidity of such term shall not invalidate any other term of this Lease; provided, however, that the invalidity of any such term does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid terms of this Lease.

21. RIGHT TO AMEND

In the event that the Federal Aviation Administration requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Livermore Municipal Airport or lands and improvements, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds. If Lessee's enjoyment of the Premises under this Lease is substantially interfered with by any installation, the parties agree to meet and confer relative to any potential adjustment to the monthly rent.

22. MODIFICATIONS

Lessee agrees that the terms of this Lease, including the Airport Rules and Regulations and the Minimum Standards for Commercial Aeronautical Activities, constitute the entire Lease between Lessee and City regarding the Leased Premises. However, this Lease may be modified by written agreement of the parties.

23. ATTORNEY'S FEES

If City commences an action at law to collect any amount of rent due, or to dispossess Lessee, or to recover possession of the Leased Premises, or to enforce any of the terms or provisions of this Lease, Lessee shall pay all costs, including reasonable attorney's fees.

24. GOVERNING LAW

This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California, or other applicable and superseding federal law, in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

25. FORMAL NOTICE

Formal notice shall be effective from the date of mailing. Any and all notices to be given under this Lease, or otherwise, shall be sent via certified mail with postage prepaid to:

Lessor	Lessee
Airport Manager City of Livermore 636 Terminal Circle Livermore, California 94551	Harpreet "Pete" Sandhu Five Rivers Aviation, LLC 1179 West A Street, #253 Hayward, CA 94541

EXHIBIT B

IN WITNESS WHEREOF, the parties to this Lease have caused it to be executed by their officers thereunto duly authorized so to do this _____ day of _____ 2014.

SIGNATURES MUST BE NOTARIZED FOR RECORDING

Five Rivers Aviation, LLC

Dated: 4/12/13

By: Pete Sandhu, CEO/President

CITY OF LIVERMORE,
a municipal corporation of the State of California,

Dated: _____

Marc Roberts, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Attachments (None at this time - to be provided prior to lease execution)

(Exhibit A Legal Description of Leased Parcel)
(Exhibit B Plat Map of Leased Parcel)

EXHIBIT A

EXHIBIT B

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK, CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550-4899

No Fee for recording pursuant to Government Code Section 27383

2015042878 02/11/2015 12:05 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00

5 PGS

THIS SPACE FOR RECORDER'S USE ONLY

LOG #15-030

First Amendment to Agreement
Between
Five Rivers Aviation, LLC and City of Livermore

TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

City Clerk's Office
FEB 27 2015
City of Livermore

EXHIBIT B

FIRST AMENDMENT TO AGREEMENT
FIVE RIVERS AVIATION, LLC

This Amendment is entered into this 9 day of February, 2015, between FIVE RIVERS AVIATION, LLC, a California corporation, ("Developer"), and the CITY OF LIVERMORE ("City"); a municipal corporation of the State of California.

RECITALS

On December 3, 2013, the parties entered into an Agreement for Fixed Base Operator Ground Lease Recorded under Series No. 2014055038 dated February 24, 2014 11:21 AM Official Records of Alameda County, California ("Agreement").

The parties now wish to amend the Agreement to extend the Construction Period Rent to December 31, 2015.

NOW, THEREFORE, the parties agree as follows:

Section 5.01. Paragraph 1 of the Agreement is amended to read as follows: Construction Period Rent / Fixed Based Operator (FBO) Facility: Commencing on the day following issuance of the first Building Permit for the FBO improvements, a monthly construction period rental of $562.16 shall be paid on the first business day of each succeeding calendar month and ends on the earlier to occur of (i) December 31, 2015, or (ii) the last day of the month during which the City issues the final occupancy permit. The above FBO construction rent is calculated based on a flat rate of $0.02 cents per square foot per year for the entire 337,298 square feet of the FBO parcel. All other provisions of the Lease apply during the construction period.

The improvements shall be constructed within the timeline outlined in Section C.06 of Exhibit C. The fixed annual rent shall commence 30 months after the beginning of the lease term at the latest regardless of whether or not the temporary or final occupancy permit has been issued.

Section 2. Other than as amended above, the Agreement remains in full force and effect.

DATED: 1/12/15

FIVE RIVERS AVIATION, LLC
AKA Harpreet Sandhu
Harpreet "Pete" Sandhu, Owner
FIVE RIVERS AVIATION, LLC
1179 West A Street, #253
Hayward, CA 94541

Federal I.D. or Social Security No.
47-2540529

(ALL SIGNATURES NEED TO BE NOTARIZED)

EXHIBIT B

DATED: February 9, 2015

CITY OF LIVERMORE,
a municipal corporation

By _____
Marc Roberts
City Manager

ATTEST:

_____
CITY CLERK Susan Neer

APPROVED AS TO FORM:

_____
CITY ATTORNEY
Robert Mahlowitz

S:\AGMT\SIA\standard-amendment.doc 1/8/15 11:55 AM

EXHIBIT A

EXHIBIT B

CALIFORNIA ALL-PURPOSE 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 ALAMEDA)

On 1/12/2015 (Date) before me, VIMAL P. SOLANKI, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared HARPREET SANDHU (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.

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.

VIMAL P. SOLANKI
Commission # 1943923
Notary Public - California
Alameda County
My Comm. Expires Aug 8, 2015

Signature V. P. Solanki, NOTARY PUBLIC
(Signature of Notary Public)
VIMAL P. SOLANKI

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document FIRST AMENDMENT TO AGREEMENT FIVE RIVERS
Title or Type of Document: AVIATION, LLC Document Date: 1/12/2015
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HARPREET SANDHU	Signer's Name: _____
☒ Corporate Officer — Title(s): MANAGER	☐ 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: FIVE RIVERS AVIATION, LLC	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT P

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 } SS.
COUNTY OF ALAMEDA }

On February 9, 2015 before me, SUSAN NEER, CITY CLERK,

personally appeared Marc Roberts, City Manager,
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.

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Signature Susan Neer

WHEN RECORDED RETURN TO:

Fremont Bank
Commercial Loan Operations
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LEASEHOLD ADDENDUM FOR LEASEHOLD FINANCING

THIS LEASEHOLD ADDENDUM FOR LEASEHOLD FINANCING ("**Addendum**") is dated for reference purposes as of _____, 2025, and is made by and between the CITY OF LIVERMORE, a municipal corporation (hereinafter call the "**City**"), FIVE RIVERS AVIATION, LLC, a California limited liability company (hereinafter called the "**Lessee**") for the benefit of Fremont Bank (as defined below) and any other Lenders and/involved parties, such as TMC as referenced below.

Lessee is the lessee under that certain Fixed Base Operator Ground Lease Agreement, dated December 3, 2013, and recorded in the Official Records of Alameda County, California on February 24, 2014, as Document/Instrument #2014055038, between Lessee and City, which lease pertains to a certain premises (the "**Premises**") included in the property commonly known as the Livermore Municipal Airport (the "**Airport**") in the County of Alameda, State of California, which Premises are described on Exhibit A to this Addendum. The Lease was subsequently amended by a First Amendment to Agreement - Five Rivers Aviation, LLC, dated February 9, 2015 and recorded in the Official Records of Alameda County, California on February 11, 2015 as Document Number 2015042878 and a Second Amendment to Fixed Base Operation Ground Lease Agreement, Five Rivers Aviation, LLC and Consent to Sublease dated May 12, 2015 (the "**Second Lease Amendment**") between City, Lessee and Five Rivers Hangars, LLC, a California limited liability company, and recorded in the Official Records of Alameda County, California on May 14, 2015 as Document Number 2015128839 (hereinafter collectively referred to as the "**Lease**").

Lessee desires to obtain certain loans from Fremont Bank, a California corporation ("**Fremont Bank**"), and The Mortgage Capital Development Corporation, a certified development corporation operating under license issued by the U.S. Small Business Administration ("**TMC**"), to be secured by one or more leasehold deeds of trust. Each such leasehold deed of trust in favor of Fremont Bank or TMC and any other leasehold deeds of trust, mortgages or similar instruments which might in the future be given to secure a loan with Lessee's leasehold interest under the Lease is hereinafter called a "**Leasehold Deed of Trust**". Such Leasehold Deeds of Trust will encumber the Lessee's leasehold interest in the Premises (the "**Leasehold Estate**"), including whatever interests the Lessee may have in the existing or subsequently erected improvements on the Premises including, but not limited to, any buildings, structures, facilities, additions, furniture, fixtures, inventory, accounts receivable, chattel paper, and equipment on the Premises. Such Leasehold Deeds of Trust will be recorded in the office of the County Recorder of Alameda County, California.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Certain Defined Terms**. As used in this Addendum, "**Lender**" means and refers to Fremont Bank, TMC and any other beneficiary under a Leasehold Deed of Trust then encumbering the

Leasehold Estate, but not City's fee interest in the Premises. The rights of City in the Premises after giving effect to the Leasehold Estate are referred to herein as the "**Reversionary Estate.**"

2. **Lease Termination and Default Remedies.** Until all obligations ("**Loan Obligations**") of Lessee and any other borrower(s) under any loan secured by a Leasehold Deed of Trust then in effect have been completely paid and performed and the Leasehold Deed of Trust reconveyed, City shall not take any action to terminate the Lease or to exercise any other remedy for default in the obligations of Lessee thereunder without first complying with the requirements of the Lease as modified by this Addendum.

3. **Lease Modification.** Until the Loan Obligations shall have been completely paid and performed, no amendment or modification of the Lease shall be binding upon any Lender unless made with Lender's written consent (which consent shall not be unreasonably withheld, delayed or conditioned).

4. **No Cancellation or Voluntary Surrender.** Until the Loan Obligations shall have been completely paid and performed, no voluntary cancellation, termination or voluntary surrender of the Lease by Lessee shall be binding or effective upon any Lender unless made with such Lender's written consent.

5. **Notices to Lenders; Lenders' Right to Cure.** The following shall apply while any Leasehold Deed of Trust encumbers the Leasehold Estate, but not otherwise:

a. City may not exercise any of its right to terminate the Lease because of Lessee's default thereunder beyond any applicable notice and cure period or pursue any other rights and remedies of City under the Lease as a result of Lessee's default thereunder beyond any applicable notice and cure period until and unless (i) City shall have also sent to any Lender any notice of default sent to Lessee, which notice shall be sent to Lender on the same date on which said notice was sent to Lessee and (ii) Lender shall have first failed to cure such default within the time frames set forth below. City agrees that it shall be required to accept performance or cure of any default by Lender in accordance with the provisions of this Addendum with the same force and effect as though timely done by Lessee.

b. With respect to a default or breach that is curable solely by the payment of money or the issuance or maintenance of an insurance policy and delivery to City of written evidence of such insurance, Lender shall have an additional period of sixty (60) days following the expiration of the applicable Lessee's notice and cure period set forth in the Lease to cure said default (provided, however, nothing contained herein shall serve to modify City's rights to secure insurance policies on Lessee's behalf as provided in the Lease).

c. With respect to a default or breach that is not curable solely by the payment of money and not involving a failing to procure or maintain any required insurance, Lender shall have an additional period of ninety (90) days following Lessee's notice and cure period set forth in the Lease (or such longer period as may be reasonably necessary) to cure such default as long as Lender commences said cure within said 90-day period and thereafter diligently and continuously prosecutes such cure to completion.

d. Notwithstanding anything to the contrary contained herein, if a non-monetary default by Lessee under the Lease is such that Lender cannot cure the same without gaining possession of the Premises, and if Lender determines to foreclose or otherwise institute appropriate proceedings to obtain possession, and if Lender or Lessee has cured any and all monetary defaults that previously existed, the cure period(s) set forth above as to non-monetary defaults shall be reasonably extended so as to enable Lender to obtain possession and initiate such cure. Any such proceedings shall be commenced promptly after the notice of default is delivered to Lender and shall be diligently prosecuted. Promptly after Lender acquires possession of the Premises, Lender shall commence said cure of the breach or default and diligently proceed to complete the same.

e. Notwithstanding anything provided to the contrary in the Lease, the Lease shall not be terminated because of a default or breach thereunder or hereunder on the part of Lessee that cannot be cured. A non-curable default is a default relating to the status of, or actions or representations by, Lessee, as contrasted with conditions relating to the Premises or an obligation to pay a sum; thus the bankruptcy of Lessee would be an example of a default which cannot be cured by Lender, whereas the failure to maintain or repair the Premises, procure insurance required under the Lease, comply with applicable laws, and/or pay rent owed under the Lease would be examples (without limitation) of defaults which Lender would be required to cure to prevent a termination of the Lease should Lessee fail to do so.

f. Notwithstanding any provision of the Lease or this Addendum to the contrary, (a) Lender shall have no duty to cure any default under the Lease and (b) no election to cure on the part of Lender shall cause Lender to be a mortgagee in possession or the "Lessee" under the Lease unless Lender has foreclosed under its Leasehold Deed of Trust and taken possession of the Premises or been granted possession of the Premises by Lessee in lieu thereof.

g. City and Lessee will not (a) subordinate the Lease, or any New Lease entered into pursuant to Section 9 of this Addendum, to any mortgage or deed of trust that may hereafter be placed on City's Reversionary Estate unless the fee mortgagee or beneficiary of a deed of trust against City's Reversionary Estate shall have entered into a commercially reasonable subordination and non-disturbance agreement with Lessee and Citi or (b) consent or agree to any prepayment of any rent, without securing the prior written consent of Lender.

h. Subject to the obligation set forth in the immediately succeeding sentence, in the event that any Lender, through foreclosure, assignment in lieu of foreclosure or otherwise, acquires possession of the Premises or assumes the Lessee's rights under the Lease, such Lender shall provide City, in its capacity as operator of the Airport, with not less than sixty (60) days' prior written notice if the existing Lessee or its successor will cease to perform its obligations under the Lease relating to the provision of fuel services at the Airport. At all times during the term of the Lease, including during foreclosure of a Leasehold Deed of Trust, transfer of possession to a Lender or its nominee or assignee or assumption of the Lease by a Lender or its nominee or assignee, City shall be entitled to at least ten (10) business days' prior written notice of any suspension, disruption or cessation of fuel services under the Lease, with the obligation to provide such notice being a material covenant of the Lease which shall survive any foreclosure, transfer, or other assumption of the Leasehold Estate. In the event of any conflict between this subsection h and the rest of Section 5, this subsection h shall prevail and govern the rights and responsibilities of City, Lessee and Lender hereunder.

6. **Condemnation Award and Insurance Proceeds**. During any period when a Leasehold Deed of Trust encumbers the Premises, if all or any portion of the Premises is taken in a condemnation, and an award is allocated to the value of the improvements constructed or purchased by Lessee or is otherwise payable to Lessee under the Lease, or a casualty affecting all or any portion of the Premises occurs and insurance proceeds are payable as a result of any damage or destruction to any improvements constructed by Lessee or are otherwise payable to Lessee under the Lease, such award or proceeds, as applicable, shall be paid to Lender to the extent specified in the Leasehold Deed of Trust and otherwise permitted under applicable law to pay off the mortgaged debt owed to Lender. Lessee and City shall provide Lender with notice of any condemnation proceedings and shall not object to Lender participating in the same including with respect to the distribution of any award therein.

7. **Lessee's Right to Encumber**. For the avoidance of any doubt, Lessee shall be entitled to encumber its leasehold interest in the Premises and the improvements thereon by multiple Leasehold Deeds of Trust which may be in effect at the same time. In the event two or more Lenders each exercise their rights under said Leasehold Deeds of Trust, and there is a conflict that renders it impossible to comply with all requests of each Lender, the Lender whose Leasehold Deed of Trust has recording priority shall prevail and control with respect to the applicable provisions of the Lease, as supplemented by this Addendum.

a. **Limited Indemnity by Lender / Leasehold Mortgagee.** If a Leasehold Mortgagee or lender (a "Lender") becomes a party to this Addendum or otherwise assumes obligations hereunder, Lender shall only be required to indemnify and hold harmless the City to the extent any claim, liability, loss or expense is caused by Lender's own negligent acts or omissions or willful misconduct in the exercise of its rights or remedies under the Addendum or related loan documents (including but not limited to wrongful foreclosure or wrongful exercise of remedies). Lender shall have no obligation to indemnify or defend City for liabilities arising out of Lessee's acts, or for City's active negligence or willful misconduct.

b. **Indemnity by Lessee.** Lessee shall, to the fullest extent permitted by law, defend (with counsel reasonably acceptable to City), indemnify and hold harmless City, its officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from any breach or default by Lessee under this Addendum beyond the applicable notice and cure period or any Leasehold Loan Documents. Lessee's obligations under this Section shall not apply to the extent such claims, liabilities, losses or expenses are caused by the active negligence or willful misconduct of the City.

c. **Risk Management Procedure**. City, Lessee and Lenders shall give written notice within seven (7) business days to City, Lessee and Lenders (as applicable) upon receipt of any third-party claim or potential legal action concerning this Agreement. In no event may a party to this Agreement prejudice the rights of the other party or settle a claim on behalf of the other party. If the alleged or actual responsibility for a claim is shared by both parties, or the alleged or actual responsible party is uncertain, the parties to this Agreement shall meet and confer to determine how to handle the claim.

8. **Lease Term Extension Options**. For the avoidance of any doubt, Lessee's two (2) options, under Section 1.03 of the Lease, to extend the term of the Lease by five (5) years each and other options to extend the term that may be granted in the future shall not be deemed personal to Lessee and may be exercised by Lender and any other permitted assignee of Lessee's leasehold interest under the Lease.

9. **New Lease**. Provided that any and all defaults by Lessee including for non-payment of rent (except for any non-curable defaults as specified in Section 5(e) above), beyond any applicable notice and cure periods, have first been cured in full (or, as to any non-monetary defaults, are being prosecuted to a cure, as set forth in Sections 5(c) or 5(d) of this Addendum, as the case may be) as a condition of the new lease referenced below, if the Lease is terminated because of a default thereunder by Lessee or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Lease by Lessee or a trustee in a bankruptcy proceeding), then Lender may elect to demand a new lease of the Premises (the "**New Lease**") by notice to City within thirty (30) days after such termination. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the term of the Lease effective on the date of termination, at the same rent and containing the same covenants, agreements, conditions, provisions, restrictions, obligations, and limitations as were then contained in the Lease.

(ii) The New Lease shall be executed by City, after confirmation from the City Council that the New Lease is in compliance with the terms of this Section 9, and, as applicable, Lender, its designee, or another person or entity that acquired Lessee's Leasehold Estate at a foreclosure sale within thirty (30) days after receipt by City of Lender's above-referenced notice to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall be subject to the same terms and conditions contained in the Lease, and shall continue to maintain the same

priority as the Lease with regard to any lien, charge or encumbrance affecting the Premises including the Leasehold Deed of Trust.

10. **Lease Transfer Rights**. For the avoidance of any doubt, any Lender that acquires the Leasehold Estate under the Lease may assign such Leasehold Estate or sublease all or a portion of the Premises as long as such assignment or sublease otherwise complies with the requirements of the Lease, including City's consent is obtained as provided in Article 11 of the Lease. Notwithstanding the above, City agrees that (i) its consent shall not be required for any Lender or any affiliate thereof to become the Lessee under the Lease after any foreclosure under a Leasehold Deed of Trust or assignment in lieu thereof; (ii) it shall not unreasonably withhold its consent to any proposed assignment or sublease by any Lender or any affiliate of Lender that is the Lessee under the Lease; and (iii) the obligation to pay to City one percent (1%) of any sums to be paid by an assignee to Lessee in consideration of the assignment of the Lease as set forth in Section 11.01 of the Lease shall not apply to any assignment to or from Lender or any affiliate of Lender.

11. **Liability of Lenders**. No Lender shall be liable to City as an assignee of the Leasehold Estate unless and until any such Lender acquires all rights of Lessee under the Lease including the right of possession to the Premises through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the applicable Leasehold Deed of Trust and such liability shall be limited to, as applicable, (a) the monetary obligations that arise during the period of time that Lender has ownership of the Leasehold Estate and (b) the value of Lender's interest in the Leasehold Estate, and shall not relate to or include any liability for any period after such Lender has ceased being the Lessee under the Lease..

12. **Operation of Facilities**. No provision of the Lease, including but not limited to Section 3.03 of the Lease, shall require use of the Premises for operation of any business during any period during which Lender or any affiliate thereof is actively pursuing an assignment of the Leasehold Estate under the Lease or a sublease of all or a portion of the Premises.

13. **Title to Leasehold Improvements**. Lessee shall not transfer or convey title to any improvements located on the Premises without the prior written consent of Lender.

14. **Waiver of Landlord's Lien**. Notwithstanding any provision of the Lease to the contrary, City hereby waives any statutory liens and any right to attach or lien the personal property, equipment and trade fixtures of Lessee now or hereafter installed or placed in or on the Premises ("**Personalty**") at any time, as well as, as long as the Lease remains in effect, any right to lien or attach any other improvements located on the Premises and owned by Lessee during the term of the Lease. City agrees to permit Lender to go upon the Premises for the purposes of removing any Personalty any time within ninety (90) days after the effective date of any termination of the Lease or any repossession of the Premises or any part thereof by City.

15. **Estoppel Certificates**. Each of City and Lessee shall, without charge, within thirty (30) days after such party's receipt of a notice requesting the same from the other party or Lender, execute and deliver an estoppel certificate addressed to such requesting party or Lender certifying (if such be the case) that the Lease is unmodified and in full force and effect (and if there have been modifications, that the same are in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement of the Lease or stating those claimed; and stating the date through which rent and other charges have been paid. The certificate will also include such other factual information as may reasonably be requested. Any such certificate may be relied upon by the party(ies) to whom such certificate is addressed including Lender.

16. **Notices**. Any notices under this Addendum to be given to either Lessee or City shall be in writing and addressed and delivered as specified in the Lease except that the City notice address is hereby updated as specified below; provided, however, any such notice may also be given through the use of a reputable overnight delivery service, such as Federal Express. Any such notice shall be deemed

given when received or when receipt is refused. The addresses for notices to Fremont Bank and TMC are set forth below (absent a party's receipt of a notice changing any such address). The address for notice for any other Lender shall be as set forth on the Leasehold Deed of Trust for said Lender as delivered or otherwise received by City or Lessee, as applicable, or as otherwise specified in a notice to City or Lessee, as applicable, delivered in accordance with this Addendum:

Notices to City:

City of Livermore
Attn: Innovation & Economic Development Department
City Hall
1052 S. Livermore Ave
Livermore, CA 94550 1052

Notices to Fremont Bank:

Fremont Bank
Commercial Loan Operations
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

With a copy to:

Fremont Bank
Legal Department
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

Notices to TMC:

The Mortgage Capital Development Corporation
1611 Telegraph Avenue, Suite 504
Oakland, CA 94612

With a copy to:

U.S. Small Business Administration
Commercial Loan Service Center - Fresno
801 R. Street. Suite 101
Fresno, CA 93721

17. **Conflicts**. If there is a conflict between any of the provisions of this Addendum and the rest of the Lease, this Addendum shall control.

18. **Loan Modifications**. The terms of this Addendum, and the rights of Lender, and the obligations of City and Lessee with respect thereto, shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of any loan secured by a Leasehold Deed of Trust (the "**Loan Obligations**") and/or any of the loan documents evidencing the same; (b) the validity or enforceability of any document evidencing or securing Loan Obligations; (c) the release, sale, exchange or surrender in whole or in part of any collateral security, now or hereafter existing, for any Loan Obligations; provided that the release by Lender of its security interest in the Leasehold Estate due to all sums owed by Lessee

being paid shall terminate any further obligations of City to said Lender under this Addendum; (d) any exercise or non-exercise of any right, power or remedy under or in respect of Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of Loan Obligations, all whether or not City shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

19. **Third Party Beneficiaries**. This Addendum is made for the sole benefit of the parties hereto and their respective successors and assigns and no other person or entity shall have any rights hereunder; provided, however, that any Lender and the U.S. Small Business Administration (SBA) shall be deemed to be a third party beneficiary of the Lease, as supplemented by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their proper officers or representatives to be effective as of the day and year first above written.

Lessee

FIVE RIVERS AVIATION, LLC

By:_____
Name: Harpreet "Pete" Sandhu
Title: Manager

City

CITY OF LIVERMORE

By:_____

Name:_____

Title: City Manager

APPROVED AS TO FORM:

_____
Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

_____
Risk Manager/Analyst

ACKNOWLEDGEMENT

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 11-10-2025, before me, ROCHELLE MARIE MAIER, a Notary Public, personally appeared HARPREET SINGH SANDHU, 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.

XSC1 ROCHELLE MARIE MAIER
COMM. #2491226
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 25, 2028 XSC1

Signature Rochelle Marie Maier

ACKNOWLEDGEMENT

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 _____)

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

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

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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 November 25, 2025, before me, Angela Faletti Hescher, a Notary Public, personally appeared Tara Mary Mazzanti, 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.

ANGELA FALETTI-HESCHER
Notary Public - California
Alameda County
Commission # 2403515
My Comm. Expires May 6, 2026

Signature Angela Faletti-Hescher

ACKNOWLEDGEMENT

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 November 25, 2025, before me, Angela Faletti-Hescher, a Notary Public, personally appeared Jasvir Kaur Sidhu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Faletti-Hescher

ANGELA FALETTI-HESCHER
Notary Public - California
Alameda County
Commission # 2403515
My Comm. Expires May 6, 2026

Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of that certain parcel of land conveyed to the City of Livermore by the Grant Deed recorded at Reel 1427 Official Records, Image 262, under Series No. AX-14844, Official Records of Alameda County, California, described as follows:

Commencing at the City monument at the intersection of Club House Drive and the West leg of Terminal circle (60 feet in width); thence along the monument line of said Terminal Circle, South 1° 22' 59" East, 65.39 feet; thence North 88° 37' 01" West, 24.00 feet to the actual point of beginning of this description; thence along the West line of the aforesaid Terminal Circle and the Southerly prolongation thereof, South 1° 22' 59" East, 765.58 feet to a point in the Northerly line of the North Airport Taxiway; thence along said Northerly line North 88° 37' 01" West, 681.83 feet; thence along a line described as the Eastern line of the Clubhouse Parking Lot, North 1° 22' 59" East, 723.04 feet to the intersection thereof with a line described as a line drawn 10 feet Southerly of and concentric with the Southerly toe of the proposed "Flood Control Berm"; thence from said point Easterly along said concentric line along the arc of a curve concave to the South,, with a radius of 259.00 feet, from a radial bearing of South 11° 54' 05" East, through a central angle of 23° 50' 05", an arc length of 107.74 feet; thence continuing along said line South 78° 04' 00" East, 155.00 feet, thence continuing along said line along the arc of a tangent curve, concave to the North with a radius of 611.00 feet, through a central angle of 41° 02' 47", an arc length of 437.72 feet; thence along the arc of a non-tangent curve concave to the West, with a radius of 30.00 feet, from a radial bearing of South 80° 11' 22" West, through a central angle of 11° 11' 37", an arc length of 5.86 feet to the point of beginning.

APN: 904-0002-006-00 (Portion)

WHEN RECORDED RETURN TO:

Fremont Bank
Commercial Loan Operations
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBLEASEHOLD ADDENDUM FOR LEASEHOLD FINANCING

THIS SUBLEASEHOLD ADDENDUM FOR LEASEHOLD FINANCING ("**Addendum**") is dated for reference purposes as of _____, 2025, and is made by and between (i) FIVE RIVERS AVIATION, LLC, a California limited liability company (hereinafter called the "**Sublessor**"), (ii) FIVE RIVERS HANGARS LLC, a California limited liability company (hereinafter called the "**Sublessee**"), and (iii) with respect only to the agreements set forth in Sections 9 through 12 and 14 through 19 of this Addendum, the CITY OF LIVERMORE, a municipal corporation (hereinafter call the "**City**"), for the benefit of Fremont Bank (as defined below) and any other Lenders.

Sublessor is the lessee under that certain Fixed Base Operator Ground Lease Agreement, dated December 3, 2013, and recorded in the Official Records of Alameda County, California on February 24, 2014, as Document/Instrument #2014055038, between Sublessor and City, which lease pertains to a certain premises (the "**Master Lease Premises**") included in the property commonly known as the Livermore Municipal Airport in the County of Alameda, State of California, which Premises are described on Exhibit A to this Addendum. The Lease was subsequently amended by a First Amendment to Agreement - Five Rivers Aviation, LLC, dated February 9, 2015 and recorded in the Official Records of Alameda County, California on February 11, 2015 as Document Number 2015042878 and a Second Amendment to Fixed Base Operation Ground Lease Agreement, Five Rivers Aviation, LLC and Consent to Sublease dated May 12, 2015 (the "**Second Lease Amendment**") between City, Sublessor and Sublessee, and recorded in the Official Records of Alameda County, California on May 14, 2015 as Document Number 2015128839 (hereinafter collectively referred to as the "**Lease**"). As City acknowledged and consented to in the Second Lease Amendment, Sublessee subleases a portion of the Master Lease Premises (the "**Premises**") from Sublessor under that certain Sublease, dated as of May 12, 2015, between Sublessor and Sublessee (hereinafter referred to as the "**Sublease**").

Sublessee desires to obtain certain loans from Fremont Bank, a California corporation ("**Fremont Bank**") and The Mortgage Capital Development Corporation, a certified development corporation operating under license issued by the U.S. Small Business Administration ("**TMC**"), to be secured by one or more leasehold deeds of trust. Each such leasehold deed of trust in favor of Fremont Bank or TMC and any other leasehold deeds of trust, mortgages or similar instruments which might in the future be given to secure a loan with Sublessee's subleasehold interest under the Sublease is hereinafter called a "**Leasehold Deed of Trust**". Such Leasehold Deeds of Trust will encumber the Sublessee's subleasehold interest in the Premises (the "**Subleasehold Estate**"), including whatever interests the Sublessee may have in the existing or subsequently erected improvements on the Premises including, but not limited to, any buildings, structures, facilities, additions, furniture, fixtures, inventory, accounts receivable, chattel paper, and equipment on the Premises. Such Leasehold Deeds of Trust will be recorded in the office of the County Recorder of Alameda County, California.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Certain Defined Terms**. As used in this Addendum, "**Lender**" means and refers to Fremont Bank, TMC and any other beneficiary under a Leasehold Deed of Trust then encumbering the Subleasehold Estate, but not the Sublessor's leasehold interest in the Master Lease Premises.

2. **Sublease Termination and Default Remedies**. Until all obligations ("**Loan Obligations**") of Sublessee and any other borrower(s) under any loan secured by a Leasehold Deed of Trust then in effect have been completely paid and performed and the Leasehold Deed of Trust reconveyed, Sublessor shall not take any action to terminate the Sublease or to exercise any other remedy for default in the obligations of Sublessee thereunder without first complying with the requirements of the Sublease as modified by this Addendum.

3. **Sublease Modification**. Until the Loan Obligations shall have been completely paid and performed, no amendment or modification of the Sublease shall be binding upon any Lender unless made with Lender's written consent (which consent shall not be unreasonably withheld, delayed or conditioned).

4. **No Cancellation or Voluntary Surrender**. Until the Loan Obligations shall have been completely paid and performed, no voluntary cancellation, termination or voluntary surrender of the Sublease by Sublessee shall be binding or effective upon any Lender unless made with such Lender's written consent.

5. **Notices to Lenders; Lenders' Right to Cure**. The following shall apply while any Leasehold Deed of Trust encumbers the Subleasehold Estate, but not otherwise:

a. Sublessor may not exercise any of its right to terminate the Sublease because of Sublessee's default thereunder beyond any applicable notice and cure period or pursue any other rights and remedies of Sublessor under the Sublease as a result of Sublessee's default thereunder beyond any applicable notice and cure period until and unless (i) Sublessor shall have also sent to any Lender any notice of default sent to Sublessee, which notice shall be sent to Lender on the same date on which said notice was sent to Sublessee and (ii) Lender shall have first failed to cure such default within the time frames set forth below. Sublessor agrees that it shall be required to accept performance or cure of any default by Lender in accordance with the provisions of this Addendum with the same force and effect as though timely done by Sublessee.

b. With respect to a default or breach that is curable solely by the payment of money or the issuance or maintenance of an insurance policy and delivery to Sublessor of written evidence of such insurance, Lender shall have an additional period of sixty (60) days following the expiration of the applicable Sublessee's notice and cure period set forth in the Sublease to cure said default (provided, however, nothing contained herein shall serve to modify City's rights to secure insurance policies on Sublessee's behalf as provided in the Lease); and

c. With respect to a default or breach that is not curable solely by the payment of money and not involving a failing to procure or maintain any required insurance, Lender shall have an additional period of ninety (90) days following Sublessee's notice and cure period set forth in the Sublease (or such longer period as may be reasonably necessary) to cure such default as long as Lender commences said cure within said 90-day period and thereafter diligently and continuously prosecutes such cure to completion.

d. Notwithstanding anything to the contrary contained herein, if a non-monetary default by Sublessee under the Sublease is such that Lender cannot cure the same without gaining possession of the Premises, and if Lender determines to foreclose or otherwise institute appropriate proceedings to obtain possession, and if Lender or Sublessee has cured any and all monetary defaults

that previously existed, the cure period(s) set forth above as to non-monetary defaults shall be reasonably extended so as to enable Lender to obtain possession and initiate such cure. Any such proceedings shall be commenced promptly after the notice of default is delivered to Lender and shall be diligently prosecuted. Promptly after Lender acquires possession of the Premises, Lender shall commence said cure of the breach or default and diligently proceed to complete the same.

e. Notwithstanding anything provided to the contrary in the Lease or the Sublease, the Sublease shall not be terminated because of a default or breach thereunder or hereunder on the part of Sublessee that cannot be cured. A non-curable default is a default relating to the status of, or actions or representations by, Sublessee, as contrasted with conditions relating to the Premises or an obligation to pay a sum; thus the bankruptcy of Sublessee would be an example of a default which cannot be cured by Lender, whereas the failure to maintain or repair the Premises, procure insurance required under the Lease or Sublease, comply with applicable laws, and/or pay rent owed under the Sublease would be examples (without limitation) of defaults which Lender would be required to cure to prevent a termination of the Sublease should Sublessee fail to do so.

f. Notwithstanding any provision of the Lease, the Sublease or this Addendum to the contrary, (a) Lender shall have no duty to cure any default under the Sublease and (b) no election to cure on the part of Lender shall cause Lender to be a mortgagee in possession or the "Sublessee" under the Sublease unless Lender has foreclosed under its Leasehold Deed of Trust and taken possession of the Premises or been granted possession of the Premises by Sublessee in lieu thereof.

6. **Condemnation Award and Insurance Proceeds**. During any period when a Leasehold Deed of Trust encumbers the Premises, if all or any portion of the Premises is taken in a condemnation, and an award is allocated to the value of the improvements constructed or purchased by Sublessee or is otherwise payable to Sublessee under the Sublease, or, a casualty affecting all or any portion of the Premises occurs and insurance proceeds are payable as a result of any damage or destruction to any improvements constructed by Sublessee or are otherwise payable to Sublessee under the Sublease, such award or proceeds, as applicable, shall be paid to Lender to the extent specified in the Leasehold Deed of Trust and otherwise permitted under applicable law to pay off the mortgaged debt owed to Lender. Sublessor and Sublessee shall provide Lender with notice of any condemnation proceedings and shall not object to Lender participating in the same including with respect to the distribution of any award therein.

7. **Sublessee's Right to Encumber**. For the avoidance of any doubt, Sublessee shall be entitled to encumber its subleasehold interest in the Premises and the improvements thereon by multiple Leasehold Deeds of Trust which may be in effect at the same time. In the event two or more Lenders each exercise their rights under said Leasehold Deeds of Trust, and there is a conflict that renders it impossible to comply with all requests of each Lender, the Lender whose Leasehold Deed of Trust has recording priority shall prevail and control with respect to the applicable provisions of the Sublease, as supplemented by this Addendum.

8. **Sublease Term Extension Options**. For the avoidance of any doubt, any options to extend the term of the Sublease that may be granted to Sublessee in the future shall not be deemed personal to Sublessee and may be exercised by Lender and any other permitted assignee of Sublessee's subleasehold interest under the Sublease.

9. **New Lease**. Provided that any and all defaults by Sublessee including for non-payment of rent (except for any non-curable defaults as specified in Section 5(e) above), beyond any applicable notice and cure periods, have first been cured in full (or, as to any non-monetary defaults, are being prosecuted to a cure, as set forth in Sections 5(c) or 5(d) of this Addendum, as the case may be) as a condition of the new lease referenced below, if the Sublease is terminated because of a default thereunder by Sublessee or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Sublease by Sublessee or a trustee in a bankruptcy proceeding), then Lender

may elect to demand a new lease of the Premises (the "**New Lease**") by notice to Sublessor within thirty (30) days after such termination. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the term of the Sublease effective on the date of termination, at the same rent and containing the same covenants, agreements, conditions, provisions, restrictions, obligations, and limitations as were then contained in the Sublease.

(ii) The New Lease shall be executed by Sublessor and, as applicable, Lender, its designee, or another person or entity that acquired Sublessee's Subleasehold Estate at a foreclosure sale within thirty (30) days after receipt by Sublessor of Lender's above-referenced notice to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall be subject to the same terms and conditions contained in the Sublease, and shall continue to maintain the same priority as the Sublease with regard to any lien, charge or encumbrance affecting the Premises including the Leasehold Deed of Trust.

10. **Sublease Transfer Rights**. For the avoidance of any doubt, any Lender that acquires the Subleasehold Estate under the Sublease may assign such Subleasehold Estate or sub-sublease all or a portion of the Premises as long as such assignment or sub-sublease otherwise complies with the requirements of the Lease and Sublease, including City's consent is obtained as provided in Section 8 of the Second Amendment. Notwithstanding the above, City agrees that (i) its consent shall not be required for any Lender or any affiliate thereof to become the Sublessee under the Sublease after any foreclosure under a Leasehold Deed of Trust or assignment in lieu thereof; (ii) it shall not unreasonably withhold its consent to any proposed assignment or sub-sublease by any Lender or any affiliate of Lender that is the Sublessee under the Sublease; and (iii) the obligation to pay to City one percent (1%) of any sums to be paid by an assignee to Sublessee in consideration of the assignment of the Sublease as set forth in Section 11.01 of the Lease shall not apply to any assignment to or from Lender or any affiliate of Lender.

11. **Liability of Lenders**. No Lender shall be liable to Sublessor as an assignee of the Subleasehold Estate unless and until any such Lender acquires all rights of Sublessee under the Sublease including the right of possession to the Premises through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the applicable Leasehold Deed of Trust and such liability shall be limited to, as applicable, (a) the monetary obligations that arise during the period of time that Lender has ownership of the Subleasehold Estate and (b) the value of Lender's interest in the Subleasehold Estate, and shall not relate to or include any liability for any period after such Lender has ceased being the Sublessee under the Sublease..

12. **Operation of Facilities**. No provision of the Lease or Sublease, including but not limited to Section 3.03 of the Lease, shall require use of the Premises for operation of any business during any period during which Lender or any affiliate thereof is actively pursuing an assignment of the Subleasehold Estate or a sub-sublease of all or a portion of the Premises.

13. **Title to Subleasehold Improvements**. Sublessee shall not transfer or convey title to any improvements located on the Premises without the prior written consent of Lender.

14. **Waiver of Landlord's Lien**. Notwithstanding any provision of the Lease or Sublease to the contrary, each of City and Sublessor hereby waives any statutory liens and any right to attach or lien the personal property, equipment and trade fixtures of Sublessee now or hereafter installed or placed in or on the Premises ("**Personalty**") at any time, as well as, as long as the Sublease remains in effect, any right to lien or attach any other improvements located on the Premises and owned by Sublessee during the term of the Sublease. Each of City and Sublessor agrees to permit Lender to go upon the Premises for the purposes of removing any Personalty any time within ninety (90) days after the effective date of

any termination of the Sublease or any repossession of the Premises or any part thereof by City or Sublessor.

15. **Estoppel Certificates.** Each of City, Sublessor and Sublessee shall, without charge, within thirty (30) days after such party's receipt of a notice requesting the same from another party hereto or Lender, execute and deliver an estoppel certificate addressed to such requesting party or Lender certifying (if such be the case) that the Sublease is unmodified and in full force and effect (and if there have been modifications, that the same are in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement of the Sublease or stating those claimed; and stating the date through which rent and other charges have been paid. The certificate will also include such other factual information as may reasonably be requested. Any such certificate may be relied upon by the party(ies) to whom such certificate is addressed including Lender.

16. **Notices**. Any notices under this Addendum to be given to either Sublessor or City shall be in writing and addressed and delivered as specified in the Lease and any notices under this Addendum to be given to Sublessee shall be in writing and addressed and delivered as specified in the Sublease; provided, however, any such notice may also be given through the use of a reputable overnight delivery service, such as Federal Express. Any such notice shall be deemed given when received or when receipt is refused. The addresses for notices to Fremont Bank and TMC are set forth below (absent a party's receipt of a notice changing any such address). The address for notice for any other Lender shall be as set forth on the Leasehold Deed of Trust for said Lender as delivered or otherwise received by Sublessor or Sublessee, as applicable, or as otherwise specified in a notice to Sublessor, delivered in accordance with this Addendum:

Notices to Fremont Bank:

Fremont Bank
Commercial Loan Operations
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

With a copy to:

Fremont Bank
Legal Department
2580 Shea Center Drive
Livermore, CA 94551-0752
Loan Numbers: 3319688 & 3319696

Notices to TMC:

The Mortgage Capital Development Corporation
1611 Telegraph Avenue, Suite 504
Oakland, CA 94612

With a copy to:

U.S. Small Business Administration
Commercial Loan Service Center - Fresno
801 R. Street. Suite 101
Fresno, CA 93721

17. **Conflicts.** If there is a conflict between any of the provisions of this Addendum and the rest of the Sublease, this Addendum shall control.

18. **Loan Modifications.** The terms of this Addendum, and the rights of Lender, and the obligations of City, Sublessor and Sublessee with respect thereto, shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of any loan secured by a Leasehold Deed of Trust (the "**Loan Obligations**") and/or any of the loan documents evidencing the same; (b) the validity or enforceability of any document evidencing or securing Loan Obligations; (c) the release, sale, exchange or surrender in whole or in part of any collateral security, now or hereafter existing, for any Loan Obligations; provided that the release by Lender of its security interest in the Subleasehold Estate due to all sums owed by Sublessee being paid shall terminate any further obligations of City, Sublessor and Sublessee to said Lender under this Addendum; (d) any exercise or non-exercise of any right, power or remedy under or in respect of Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of Loan Obligations, all whether or not City or Sublessor shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

19. **Third-Party Beneficiaries.** This Addendum is made for the sole benefit of the parties hereto and their respective successors and assigns and no other person or entity shall have any rights hereunder; provided, however, that any Lender and the U.S. Small Business Administration (SBA) shall be deemed to be a third-party beneficiary of the Sublease, as supplemented by this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their proper officers or representatives to be effective as of the day and year first above written.

FIVE RIVERS AVIATION, LLC

By:_____
Name: Harpreet "Pete" Sandhu
Title: Manager

FIVE RIVERS HANGARS, LLC

By:_____
Name: Harpreet "Pete" Sandhu
Title: Manager

By its below signature, City evidences its agreement to the understandings set forth in Sections 9 through 12 and 14 through 19 of this Addendum

CITY OF LIVERMORE

By:_____

Name:_____

Title: City Manager

Title: City Manager

CITY OF LIVERMORE

By: _____

Name: Jas Sidhu

Title: Risk Manager

APPROVED AS TO FORM:

_____

Tara Mazzanti
Senior Assistant City Attorney

ACKNOWLEDGEMENT

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 11-10-2025, before me, ROCHELLE MARIE MAIER, a Notary Public, personally appeared HARPREET SINGH SANDHU, 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.

ROCHELLE MARIE MAIER
COMM. #2491226
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires May 25, 2028

Signature Rochelle Marie Maier

ACKNOWLEDGEMENT

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 November 25, 2025, before me, Angela Faletti Hescher, a Notary Public, personally appeared Jasvir Kaur Sidhu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Faletti-Hescher

ANGELA FALETTI-HESCHER
Notary Public - California
Alameda County
Commission # 2403515
My Comm. Expires May 6, 2026

ACKNOWLEDGEMENT

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 November 25, 2025, before me, Angela Faletti - Hescher, a Notary Public, personally appeared Tara Mary Mazzanti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Faletti - Hescher

ANGELA FALETTI-HESCHER
Notary Public - California
Alameda County
Commission # 2403515
My Comm. Expires May 6, 2026

ACKNOWLEDGEMENT

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 _____)

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

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

WITNESS my hand and official seal.

Signature _____

THIS PAGE INTENTIONALLY LEFT BLANK

ACKNOWLEDGEMENT

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 _____)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of that certain parcel of land conveyed to the City of Livermore by the Grant Deed recorded at Reel 1427 Official Records, Image 262, under Series No. AX-14844, Official Records of Alameda County, California, described as follows:

Commencing at the City monument at the intersection of Club House Drive and the West leg of Terminal circle (60 feet in width); thence along the monument line of said Terminal Circle, South 1° 22' 59" East, 65.39 feet; thence North 88° 37' 01" West, 24.00 feet to the actual point of beginning of this description; thence along the West line of the aforesaid Terminal Circle and the Southerly prolongation thereof, South 1° 22' 59" East, 765.58 feet to a point in the Northerly line of the North Airport Taxiway; thence along said Northerly line North 88° 37' 01" West, 681.83 feet; thence along a line described as the Eastern line of the Clubhouse Parking Lot, North 1° 22' 59" East, 723.04 feet to the intersection thereof with a line described as a line drawn 10 feet Southerly of and concentric with the Southerly toe of the proposed "Flood Control Berm"; thence from said point Easterly along said concentric line along the arc of a curve concave to the South,, with a radius of 259.00 feet, from a radial bearing of South 11° 54' 05" East, through a central angle of 23° 50' 05", an arc length of 107.74 feet; thence continuing along said line South 78° 04' 00" East, 155.00 feet, thence continuing along said line along the arc of a tangent curve, concave to the North with a radius of 611.00 feet, through a central angle of 41° 02' 47", an arc length of 437.72 feet; thence along the arc of a non-tangent curve concave to the West, with a radius of 30.00 feet, from a radial bearing of South 80° 11' 22" West, through a central angle of 11° 11' 37", an arc length of 5.86 feet to the point of beginning.

APN: 904-0002-006-00 (Portion)

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Appointment of Vice Mayor for the period of 2025-2026.

RECOMMENDED ACTION

Staff recommends the City Council appoint a Vice Mayor for the period of 2025-2026.

DECISION TYPE

Administrative

SUMMARY

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which is the position titled Vice Mayor in Livermore. Staff recommends the City Council appoint a Vice Mayor for the period of 2025-2026.

DISCUSSION

In accordance with the Rules of Procedure, the City Council must deliberate and vote on the selection of a Vice Mayor. The Rules of Procedure further state that the City Council invites the Mayor to make the initial nomination of a Council Member for selection and appointment as Vice Mayor.

In the absence of the Mayor, the Vice Mayor assumes the Mayor's duties and responsibilities for conducting City Council meetings.

In even-numbered years, the Vice Mayor is selected at the City Council meeting where election results are certified. In odd-numbered years, the Vice Mayor is selected in December.

Listed below are the Vice Mayor appointments for the last four years:

2024-2025 Evan Branning
2023-2024 Robert W. Carling

2022-2023 Brittni Kiick
2021-2022 Regina Bonanno

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works.

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

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 STAFF REPORT **ITEM NO. 8.2**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1, 2026 - June 30, 2026.

RECOMMENDED ACTION

Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of January 1, 2026 - June 30, 2026, with the City Council's approval.

DECISION TYPE

Administrative

SUMMARY

Applicants for vacancies on Livermore's advisory bodies are interviewed by a two-member subcommittee of the City Council before being recommended for appointment by the full City Council. Two Council Members are needed to serve on the interview subcommittee for the period of January 1, 2026 - June 30, 2026.

DISCUSSION

The City Council has established eight standing advisory bodies comprised of more than 50 volunteers. To serve on an advisory body, community members apply for vacancies and are interviewed by a subcommittee of the City Council. The City Council Subcommittee on Advisory Bodies ("Subcommittee") is a two-member subcommittee of the City Council appointed by the Mayor with the City Council's approval, and which is tasked with interviewing applicants for Livermore's advisory boards, commissions, and committees. Membership on this standing City Council Subcommittee rotates among Council Members who are appointed for staggered terms, if possible, to ensure that at least one member has prior experience on the subcommittee. Recruitment for advisory body vacancies is managed by the City Clerk's Office and interview nights are scheduled as needed to fill vacancies throughout the year.

Serving in six-month increments, the Subcommittee conducts interviews and recommends appointments

for confirmation by the full City Council. The exception to this policy are applicants for the Planning Commission who are interviewed by the full City Council.

Two Council Members are needed to serve on the Subcommittee for the period of January 1, 2026 - June 30, 2026. Previous appointments are listed below:

Year	January 1 - June 30	July 1 - December 31
2025	Mayor Marchand	VM Branning
	VM Branning	CM Wang
2024	CM Barrientos	Mayor Marchand
	CM Kiick	CM Kiick
2023	CM Carling	CM Barrientos
	CM Branning	CM Carling
2022	CM Kiick	Mayor Woerner
	VM Bonanno	VM Bonanno

Upon appointment by the Mayor, the City Clerk's Office will coordinate with the Subcommittee members to reserve several evenings to facilitate upcoming interview sessions.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

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 STAFF REPORT ITEM NO. 8.3

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Council Members Appointments to Intergovernmental Agencies.

RECOMMENDED ACTION

Staff recommends the Mayor appoint Council Members to Intergovernmental Agencies, with the City Council's approval.

DECISION TYPE

Administrative

SUMMARY

Each year the Mayor appoints Council Members to serve on the various regional boards, commissions, and committees that require City Council representatives. Staff recommends the Mayor appoint Council Members to Intergovernmental Agencies, with the City Council's approval.

DISCUSSION

Each year the Mayor appoints Council Members to serve on the various regional boards, commissions, and committees that require City Council representatives. The City Council's Rules of Procedure incorporate the statutory requirement that the City Council approve the Mayor's appointments. The attached roster shows existing appointments to intergovernmental agencies.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impact results from appointing Council Members to serve on various regional boards, commissions or committees.

COMMUNITY PILLAR

5: A City That Works.

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Intergovernmental Agency Appointments as of September 29, 2025

Prepared by: Debbie Elam
City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Agenda / Meeting Information	Staff Liaison	Agency Contact	Meeting Location
Alameda County Airport Land Use Commission	John Marchand	No Alternate	Appointed by the Mayors Conference	Bi-Monthly (Jan, Mar, May, July, Sept, Nov)	3rd Wednesday, 2:00 PM	Alameda County Community Development - Meetings Calendar	Airport Manager	Olivia Ortiz (510) 670-6523 olivia.ortiz@acgov.org	Alameda County Offices 224 W Winton Ave, Room 111 Hayward, CA 94544
Alameda County Transportation Commission (ACTC)	John Marchand	Steven Dunbar	Mayor of Livermore	4th Thursday of the month	2:00 PM	https://www.alamedactc.org/all-meetings	Mallika Ramachandran or Joanna Liu	Clerk of the Commission (510) 208-7401 clerk@alamedactc.org	ACTC Office, 111 Broadway, Suite 800, Oakland CA
Altamont Landfill Community Monitor Committee	Ben Barrientos Member	No Alternate. One member appointed by the Livermore City Council	Mayor of Livermore	Quarterly, 2nd Wednesday (Jan, Apr, July, Oct)	4:00 PM	https://altamontcmc.org/	Judy Erlandson	jaerlandson@livermoreca.gov	City of Livermore Maintenance Svcs Center 3500 Robertson Park Rd Livermore CA
Altamont Landfill Open Space Advisory Committee	Kristie Wang	No Alternate	Mayor of Livermore appoints 1 member. 1 member each appointed by Board of Supervisors, Pleasanton City Council & Sierra Club. City of Dublin as non-voting member.	Bi-monthly (Jan, March, May, July, Sept, Nov) – 3rd Friday of the month, 12:30 pm to 2:30 p.m.	12:30 pm. to 2:30 pm	Alameda County Community Development - Meetings Calendar	Steve Riley and Jennifer Ackerman	Maria Palmeri (510) 670-5421	Alameda County Community Development Agency 224 W Winton Ave, Rm 111 Hayward, CA
Altamont Regional Traffic Authority	John Marchand	Kristie Wang	Mayor of Livermore 1 member & 1 alternate appointed by each: City of Tracy, the County of Alameda, and the City of Livermore	At least one regular meeting each year	The date, hour and place at which each such regular meeting shall be fixed by resolution.	Altamont Regional Traffic Authority	Mallika Ramachandran or Joanna Liu	Cindy Horvath (510) 670-6511	Alameda County Community Development 224 W. Winton Ave. Hayward CA 94544
Association of Bay Area Governments (ABAG) General Assembly	Evan Branning	Ben Barrientos	Mayor of Livermore	3rd Tuesday of every month. General Conference, as announced, 1 day program (Additional meetings, as announced)	7:00 p.m.	https://abag.ca.gov/meetings	Steve Riley	Fred Castro fcastro@bayareametro.gov (415) 778-6700 https://mtc.ca.gov/about-mtc/contact-mtc/complete-mtc-staff-directory	Bay Area Metro Center, Board Room, 375 Beale Street, 1st Floor, San Francisco, 415) 778-6700
*Ava (formerly known as East Bay Community Choice Energy JPA (EBCE JPA)	Ben Barrientos	Steven Dunbar	Mayor of Livermore	3rd Wednesday of the month, 6:00 p.m.	6:00 p.m.	https://avaenergy.org/about-ava/meetings-events/public-meetings/	Tricia Pontau	Adrian Bankhead Clerk of the Board cob@avaenergy.org	In Person: Ava Community Energy , Conference Room 5, 1999 Harrison St, Suite 2300, Oakland; Cal State East Bay - Lake Merritt Room, The Oakland Center, 1000 Broadway, Suite 109 Oakland, & Teleconference locations as posted

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Agenda / Meeting Information	Staff Liaison	Agency Contact	Meeting Location
Intergovernmental Committee (City / LARPD / LVJUSD)	Evan Branning	Kristie Wang	Mayor of Livermore	Bi-monthly on the 3rd Thurs of the month Livermore attends annualy	8:30 AM or 3:30 PM	https://www.larpd.org/intergovernmental-liaison-committee	Stephanie Egidio	slegidio@livermoreca.gov	Will be provided in advance of the meeting. Location varies by hosting agency.
League of California Cities East Bay Division (LOCC)	Evan Branning	Kristie Wang	Mayor of Livermore	Regular Meetings 4th Thursday of each month, 7:00 p.m.	Varies, as announced	calcities.org/Events/Calendar-of-Events	Stephanie Egidio	slegidio@livermoreca.gov	Varies, as announced
Livermore-Amador Valley Transit Authority (LAVTA) (Wheels)	Evan Branning & Kristie Wang	John Marchand	Mayor of Livermore appoints 2 members. Mayor of each city member jurisdiction appoints two elected officials from it's governing body (delegate and alternate)	1st Monday of the month, 4:00 p.m.	4:00 p.m.	https://www.wheelsbus.com/meetings-agenda/	Mallika Ramachandran or Joanna Liu	Jennifer Forsythe, Executive Assistant, 1362 Rutan Court, Ste 100, Livermore, (925) 455-7555 jforsyth@lavta.org	LAVTA Administrative Office, 1362 Rutan Court, Suite 100, Livermore CA
*Livermore Amador Valley Water Management Agency (LAVWMA) JPA	Evan Branning & Steven Dunbar	John Marchand	Mayor of Livermore appoints 2 members. Two appointed officials from each member agency. Member agencies: Dublin San Ramon Services District, City of Livermore, City of Pleasanton	Quarterly; 3rd Wed of February, May, August, November, 6:00 p.m.	6:00 p.m.	https://lavwma.com/meetings/	Anthony Smith	Sheree Davis LAVWMA Administrative Assistant (925) 551-4841 (direct) sdavis@dsrsd.com	Dublin San Ramon Services District Board Room, 7051 Dublin Blvd, Dublin CA 94568
Livermore Cultural Arts Council (LCAC)	John Marchand	Kristie Wang	Mayor of Livermore	Monthly, 1st Wed of month, except July.	7:00 p.m.	https://lcac.org/about/	Allen McFarland (contact updated 2/18/25)	Livermore.CulturalArts.Council@gmail.com	Robert Livermore Community Center (RLCC) or Zoom
Livermore Downtown Inc (LDI)	Evan Branning	Kristie Wang	Mayor of Livermore	3rd Tuesday of the month		https://www.livermoredowntown.com/about/board-of-directors	Theresa de la Vega (contact updated 1/21/25)	tbdelavega@LivermoreCA.gov	
Livermore-Pleasanton Fire Department JPA (LPFD JPA)	John Marchand	Steven Dunbar	Mayor of Livermore appoints 2 Board Members from the City Council to the Board of Directors as part of the Livermore-Pleasanton Fire Department Joint Powers Authority	As needed	Varies, as needed	https://www.lpfire.org/about-us/jpa/jpa-board	Stephanie Egidio		Livermore-Pleasanton Fire Department Headquarters, Fire Chief's Conference Room, 3560 Nevada Street, Pleasanton, CA

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Agenda / Meeting Information	Staff Liaison	Agency Contact	Meeting Location
Livermore Valley Chamber of Commerce Liaison	John Marchand		Mayor of Livermore	4th Wednesday of the month, 8:00 a.m.	8:00 AM	https://www.livermorechamber.org/about-us/board	Brandon Cardwell	bwcardwell@livermoreca.gov	Varies, as announced
Stockmen's Association Liaison	John Marchand		Mayor of Livermore	As needed					
Sister Cities Committee - Yotsukaido, Japan	John Marchand	Evan Branning	Mayor of Livermore				N/A		
Sister Cities Committee - Quezaltenango, Gutemala	John Marchand	Ben Barrientos	Mayor of Livermore				N/A		
Sister Cities Committee - Snezhinsk, Russia	John Marchand	Kristie Wang	Mayor of Livermore				N/A		
StopWaste.Org (ACWMA and The Alameda County Source Reduction and Recycling Board)	Ben Barrientos	Kristie Wang	Mayor of Livermore	Regular meetings, 4th Wednesday of month, 3:00 p.m. Subcomm 2nd Thurs of month, time	3:00 PM	https://www.stopwaste.org/about-stopwaste/board-information/upcoming-board-meetings	Judy Erlandson, Tricia Pontau	Governed jointly by three Boards,the Alameda County Waste Management Authority, the Alameda County Source Reduction and Recycling Board and the Energy Council	In Person: Stopwaste 1537 Webster Street, Oakland, CA 94612 (510) 891-6500 & Teleconference as announced.
Tri-Valley Cities Council	Mayor and all Council Members		Mayor of Livermore	Quarterly		Tri-Valley Cities Legislative Framework	Stephanie Egidio	slegidio@livermoreca.gov	
Tri-Valley Community Television Corporation (TVCTV)	Paul Spence	Marianna Burch	Board of Directors - Assistant City Manager of Dublin, Assistant City Manager of Livermore, Assistant City Manager of Pleasanton	Board Meeting are normally scheduled quarterly, the third Thursday of the month	3:00 PM	View published agendas on City Meeting Calendar page on City of Livermore website	Stephanie Egidio	slegidio@livermoreca.gov	https://www.tri-valleytv.org/ (925) 462-3030

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Agenda / Meeting Information	Staff Liaison	Agency Contact	Meeting Location
Tri-Valley Council - Affordable Housing Committee (TVAHC) (This board no longer meets)	Kristie Wang	Ben Barrientos	Mayor of Livermore	Quarterly	Rotation order between cities; Danville, San Ramon, Dublin, Pleasanton, Livermore	Posted on each City's website	Fran Reisner, Josh Thurman	fdearl@livermoreca.gov and jjthurman@livermoreca.gov and Jason Earl, CDD, City of Dublin jason.earl@dublin.ca.gov (925) 833-6618	Rotation order between cities; Danville, San Ramon, Dublin, Pleasanton, Livermore
Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)	John Marchand	No Alternate	Mayor of Livermore	Monthly	Rotates between member agency locations	valleylinkrail.com	Mallika Ramachandran	Candice Kendall, Executive Asst (925) 455-7591 ckendall@valleylinkrail.com	Varies, see current agenda for location. Teleconference locations as announced.
Tri-Valley Transportation Council (TVTC)	Kristie Wang	Ben Barrientos & rest of Council	Mayor of Livermore Per the JPA. Member agencies; County of Alameda, County of Contra Costa, City of Livermore, City of Pleasanton, City of San Ramon, City of Dublin, City of Danville	Quarterly, 3rd Monday of the month	4:00 p.m.	https://www.tvtc-jpa.com/Meetings/Upcoming-Meetings.aspx	Mallika Ramachandran or Joanna Liu	Diane Friedman, Development Services Director,Town of Danville, 500 La Gonda Way 925- 314-3378 dfriedmann@danville.ca.gov (Contact updated 1/13/2025). Allan Shields, Transportation Manager, ashields@danville.ca.gov (Additional contact added 6/9/2025)	Varies, see current agenda for location.
Tri-Valley Water Liaison Committee/Agencies Round Table Liaison Committee (Zone 7)	John Marchand	Steven Dunbar	Mayor of Livermore	Quarterly when mutually agreed upon by the participating agencies.		https://www.zone7water.com/board-meetings	Anthony Smith	awsmith@livermoreca.gov	Zone 7 Office, 100 North Canyons Parkway, Livermore CA 94551
Zone 7 Intergovernmental Liaison Committee	John Marchand	No alternate appointed	Mayor of Livermore	As needed		https://www.zone7water.com/board-meetings	Anthony Smith	awsmith@livermoreca.gov	Zone 7 Office, 100 North Canyons Parkway, Livermore CA 94551
***NOTE:** For scheduling purposes - AVA and LAVWMA both have meetings on the 3rd Wednesday of the month									

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Livermore Valley Arts annual update presented by Chris Carter, CEO for Livermore Valley Arts. Material: PowerPoint Presentation
5.0	Open Forum Material: Public Comment
9.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director


LIVERMORE VALLEY
arts

1


LIVERMORE VALLEY
arts
July 1, 2024-June 30, 2025
Bankhead Theater - 222 Programs
Bankhead Plaza - 8 Cultural Celebrations , ArtWalk, Livermore Comicon
Bothwell Arts Center – 200+ Camps, Classes, Events and Programs
Highlights
Cosmic Odyssey
Resident Company Grants
Ticket Program for Human Service Organizations
Revenue (unaudited)
$3,961,465
67% Earned, 33% Contributed
Expenses (unaudited)
$4,313,115
77% Programming, 15% Administrative, 8% Fundraising

2


LIVERMORE VALLEY
arts
Since 2007
3,000+ Programs
1,100,000+ Visitors
$30 Million+ Economic Impact

3

Ashley Zieba

From: Emmerick Lifestyle
Sent: Monday, December 8, 2025 11:57 AM
To: City Clerk
Subject: 12/8/2025 Livermore City Council Meeting - E-Comment Submission OPEN FORUM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

The Bankhead Theater is an artistic landmark for the region. It is recognizable by many across the Bay Area and Central Valley. The Bankhead is a major reason many travel to Downtown Livermore from afar. This has a major positive impact for the community, local economy, and overall quality of life.

Livermore Valley Arts, the nonprofit managing the Bankhead Theater has activated the arts in the area for a long time and is responsible for the artistic activities, programs, and events that continue to occur in our community. LVA is also an artistic and cultural resource for many artists and community culture bearers. Partnerships with LVA build their capacity and sustainability. This is much needed as the arts, culture, and entertainment continue to grow in the region.

In this chaotic nonprofit climate, the arts are getting lost in the shuffle. LVA needs financial support from multiple sources to continue being the beacon of hope and building the arts and culture in the region.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	11/29/2025	City of Livermore	Opening night of the Casa del Pomba (House of the Dove)	Spoke at the opening which now has over 952,000 lights.
Mayor Marchand	12/1/2025	City of Livermore	Mayor/Manager meeting of the Tri-Valley City Council	Reviewed the Tri-Valley legislative agenda in advance of the Mayors' trip to D.C.
Mayor Marchand	12/2/2025	Livermore Valley Winegrowers Association	Holiday reception	Attended and networked.
Mayor Marchand	12/4/2025	City of Livermore	TV30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	12/4/2025	Three Valleys Community Foundation	Reception	Attended and networked.
Mayor Marchand	12/5/2025	San Joaquin Regional Rail Commission	Commission meeting	Heard operations reports, approved information display system improvements.
Mayor Marchand	12/5/2025	City of Livermore	Eagle Scout Court of Honor	Spoke and presented Saanvi Phaneendra with a certificate of Recognition from the Mayor.
Mayor Marchand	12/6/2025	Chamber of Commerce	Ribbon-cutting	Welcomed Aama's Kitchen to Livermore.
Mayor Marchand	12/6/2025	City of Livermore	Holiday Sights and Sounds Parade	Participated in the parade and Holiday program along with what seemed like a third of Livermore's population.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	11/11/2025	Veterans of Foreign War	Veterans Day Celebration
Vice Mayor Branning	11/12/2025	Bikes and Brews	Recognition of Jon Sylvester
Vice Mayor Branning	11/13/2025	Livermore Amador Valley Transit Authority	Paratransit Ad-Hoc Committee
Vice Mayor Branning	11/13/2025	Tri-Valley Conservancy	Twilight Tasting
Vice Mayor Branning	11/14/2025	Asian Pacific American Public Affairs	Community Mixer and Annual Report
Vice Mayor Branning	11/17/2025	Alameda County Transportation Commission	Highway 84 Ribbon Cutting
Vice Mayor Branning	11/18/2025	Livermore Downtown Inc	Board Meeting
Vice Mayor Branning	11/18/2025	Livermore Chamber of Commerce	Tri-Valley Counseling Center Ribbon Cutting
Vice Mayor Branning	11/19/2025	City of Livermore	Flagpole Plaza Ribbon Cutting
Vice Mayor Branning	11/19/2025	Livermore Chamber of Commerce	Monthly Mixer
Vice Mayor Branning	11/19/2025	Livermore Amador Valley Water Management Agency	Board Meeting
Vice Mayor Branning	11/20/2025	Innovation Tri-Valley	Dream Makers and Risk Takers
Vice Mayor Branning	12/1/2025	Livermore Amador Valley Transit Authority	Board Meeting
Vice Mayor Branning	12/2/2025	Livermore Winegrowers Association	Livermore Valley Wine Community Holiday Party
Vice Mayor Branning	12/4/2025	Bay East Realtors	Isabel Neighborhood Presentation
Vice Mayor Branning	12/5/2025	Livermore Downtown Inc	Holiday Village
Vice Mayor Branning	12/6/2025	Aama's Kitchen	Ribbon Cutting and Grand Opening
Vice Mayor Branning	12/8/2025	CalCities	East Bay Division Board Meeting

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Dunbar	12/5/2025	Livermore Downtown Inc	Holiday Village in the Park	
Council Member Dunbar	12/6/2025	Livermore Downtown	Holiday Parade	
Council Member Dunbar	12/6/2025	Aama's Livermore	Grand Opening	

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	12/1/2025	Livermore Amador Valley Transit Authority (LAVTA)	monthly Board meeting	After 16 years of not raising fares for fixed route service, the Board approved small increases; the Board conducted a positive performance evaluation for LAVTA Executive Director Christy Wegener and approved salary and compensation increases
Council Member Wang	12/5/2025	Tri-Valley Women Leaders	Quarterly luncheon	Attendees exchanged updates on work and activities in the Tri-Valley
Council Member Wang	12/5/2025	Livermore Downtown Inc.	Livermore Holiday Village	Very well attended community holiday festival with food, vendors, and a long line for pictures with Santa
Council Member Wang	12/6/2025	Aama's Kitchen	Ribbon cutting	Second location of a successful Nepali and Indian cuisine restaurant in Hayward; delicious food; family owned
Council Member Wang	12/6/2025	Livermore Downtown Inc.	Livermore Holiday Sights & Sounds Parade and Tree Lighting	Very well attended, festive, many floats; very well organized; turnout was so impressive!
Council Member Wang	12/8/2025	Quest Science Center	Meeting with State Senator Jerry McNerney	Introduction to Quest and future plans

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.2**

DATE: December 8, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:

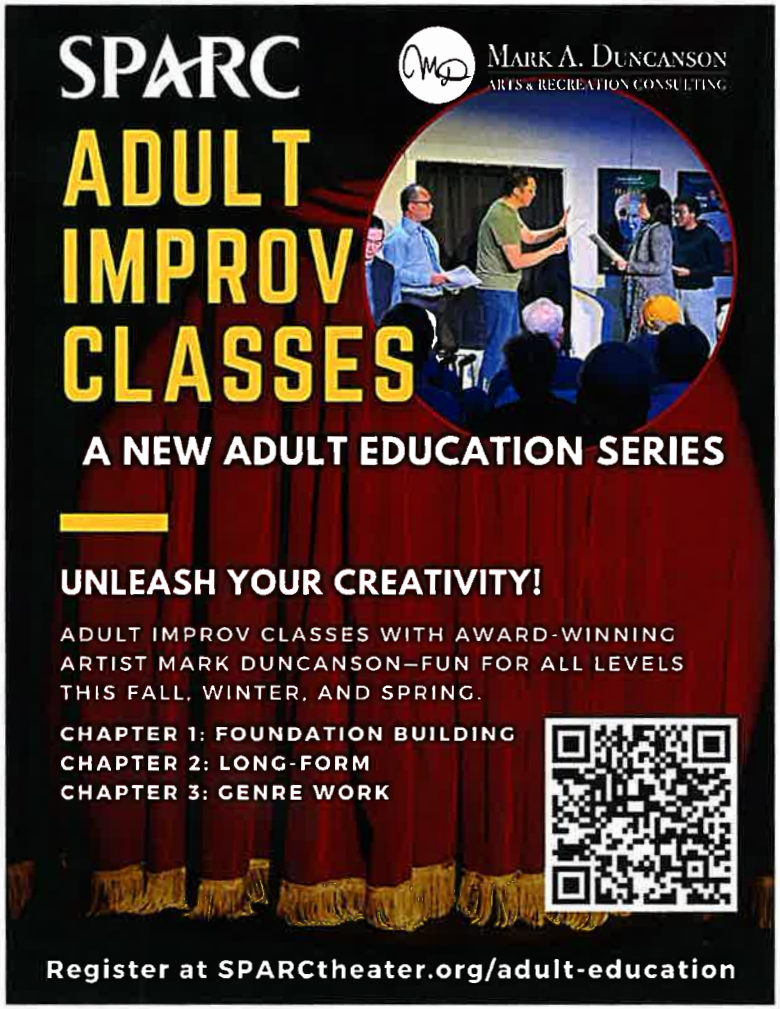
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Item	Name	Comment
5) OPEN FORUM	Marti Sutton	We are the President/CEO and Board Chair of the Tri-Valley Nonprofit Alliance, we regularly see how the Bankhead Theater strengthens our community. TVNPA uses the Bankhead for our nonprofit education programs, as well as our annual Mayorsâ€™ Panel. At these gatherings nonprofit, business, and civic leaders build relationships that lead to new collaborations serving residents across the Tri-Valley. TVNPA also hosts our annual Power of Giving event there, honoring nonprofits and the people they serve, with 371 attendees this year. In 2024, we partnered with the Livermore Chamber to bring the Women in Business Symposium to the Bankhead, which we plan to continue. We attend many other organizationsâ€™ events and fundraisers at the Bankhead. It serves as an accessible, welcoming, and central home for civic life, philanthropy, arts, and culture. It is one of the key engines of connection, collaboration, and community pride in Livermore. Kathy Young and Marti Sutton


SPARC
Presents
A Holiday
SOIREE
HOLIDAY STORIES • HOT COCOA BAR • LIVE ACTORS
Fri, Dec 12 @ 7:30 PM
Sat, Dec 13 @ 7:30 pm
Sun, Dec 14 @ 2:00 pm
AT SPARC STUDIO
2172 RAILROAD AVE, LIVERMORE, CA
Get Your Tickets at:
SPARCtheater.org


SPARC
MARK A. DUNCANSON
ARTS & RECREATION CONSULTING
ADULT
IMPROV
CLASSES
A NEW ADULT EDUCATION SERIES
UNLEASH YOUR CREATIVITY!
ADULT IMPROV CLASSES WITH AWARD-WINNING ARTIST MARK DUNCANSON—FUN FOR ALL LEVELS THIS FALL, WINTER, AND SPRING.
CHAPTER 1: FOUNDATION BUILDING
CHAPTER 2: LONG-FORM
CHAPTER 3: GENRE WORK
Register at SPARCtheater.org/adult-education

December 8th, 2025

Good evening City Council members:

Here's what we know about PFAS contamination at the airport:

- Elevated PFAS chemicals exist in the soil and groundwater at LVK.
- " **All groundwater samples exceeded** PFAS allowable concentration levels. PFOS, another forever chemical, were found at an estimated concentration of 3 thousand nanograms per liter -- many **multiples** in excess of the maximum contaminant level of 4 nanograms per liter."
- **In soil** taken from the south hanger area, PFAS exceeded screening levels for construction worker exposure.

The city must submit an additional investigative work plan to the Water Board by February 2nd. The work plan is needed to determine the extent of the groundwater plume contamination and to determine the next steps.

Under matters initiated by the council, please agendize the Geosyntec report and all Water Board correspondence for a City Council meeting in January to address the following questions :

1) How will elevated PFAS findings affect hangar development plans in the south hangar area, especially South Hangar S-1?
2) Who are the suspected responsible parties for the PFAS contamination detected at Hangar S-1?
3) Does the PFAS contamination at LVK adversely affect the beneficial uses of ground water and human health within our water basin?
4) Will airport development be postponed until the required Water Board investigations **are finalized**?
5) GAMI 100 UL is approved and certified by the FAA for piston engine aircraft.
Will you direct the Fixed Based Operator to start selling GAMI 100 UL for piston engine aircraft at LVK as soon as possible?
6) Noise from **jet aircraft** continues to be a major concern. Voluntary noise abatement methods have not worked. Will you consider other ways to reduce jet aircraft noise that disturbs residents' quality of life?

Discussing Water Board correspondence and informing the public about elevated PFAS contamination at LVK at a city council meeting will increase transparency with the taxpayers. Let's work together to make a safer airport for all.

Thank you for your consideration.

Sincerely,

Donna Cabanne

Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of the Sierra Club, member of UnleadLVK

December 8,2025

RE: Item 6.11

Good evening City Council Members:

Tonight you have been asked to approve additional loans of 8 million and 4 million dollars for Five Rivers Aviation LLC, the fixed base operator (FBO) at LVK. The proposed refinancing, facilitated through Fremont Bank and supported by a Small Business Administration TMC loan, will give the FBO better loan terms. The FBO, Mr. Sandhu, runs a business and is looking out for his business interests in securing lower interest rates.

However, before giving consent to the loans, the City requested additional protections **including** the right to assume the daily operations of the FBO --if necessary--- to maintain service at the airport. These are valid and necessary protections.
Since you have added protections to solidify a business partnership, will you also add a requirement to protect the health of Tri-Valley residents?

We know the **exhaust** from piston engine aircraft during run-ups with the air traffic controller at LVK, is poisonous and preventable. A possible solution? Request as a condition of the loans that the FBO offer GAMI UL 100 at LVK for piston engine aircraft. GAMI UL 100 is fully approved and certified by the FAA---it can used with any piston engine aircraft or airport fuel tank.

A justification for consenting to the loans is Community Pillar 5 ---A City that works. Surely a city that works can **simultaneously** support business partnerships, support essential infrastructure such as the airport, and improve the health of its residents.

Thank you for your consideration

Sincerely,
Donna Cabanne
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of Sierra Club, member of UnleadLVK
Unlead LVK