



CITY COUNCIL

AGENDA

MONDAY, JANUARY 12, 2026

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
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

1. CLOSED SESSION - NONE

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. ADVISORY BODY APPOINTMENTS

- 4.1 Confirmation of City Historian Appointment and administration of the oath of office.

Recommendation:

The Historic Preservation Commission and staff recommend the City Council appoint Jeff Kaskey as City Historian to an unexpired term ending February 1, 2026, and a regular term ending on February 1, 2028, and direct the City Clerk to administer the oath of office.

Staff Report

Attachments:

1. [Resolution Establishing City Historian Position](#)
2. [Application - Kaskey](#)
3. [Historic Preservation Commission Staff Report](#)
4. [12.4.25 - Draft Historic Preservation Commission Minutes](#)

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 Chamber. 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 - December 8, 2025 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

1. [DRAFT 2025-12-08](#)

- 6.2 Adoption of an ordinance approving Planned Development (PD) 25-001 for the Abboud Townhomes.

Recommendation:

On November 24, 2025, the City Council waived the first reading and introduced the Ordinance. Planning Commission and staff recommend the City Council **adopt an ordinance** approving Planned Development (PD) 25-001 for the Abboud Townhomes. The project is located at 3541 East Avenue.

Staff Report

Attachments:

1. [Ordinance](#)
2. [Exhibit A - Planning Commission PD Resolution](#)
3. [Exhibit B - Planned Development \(PD\) 25-001](#)

- 6.3 Resolution authorizing the execution of a first amendment to the agreement with Interwest Consulting Group, Inc., for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$1,500,000.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with Interwest Consulting Group, Inc., for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$1,500,000.

Staff Report

Attachments:

1. [Resolution](#)
2. [Exhibit A - First Amendment](#)

- 6.4 Resolution authorizing the execution of a first amendment to the agreement with Gannett Fleming, Inc. for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$800,000.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the agreement with Gannett Fleming, Inc. for on-call

engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$800,000.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - First Amendment

- 6.5 Resolution authorizing the City Manager to execute first amendments to the lease agreements between the City and New Cingular Wireless PCS, LLC.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the lease agreements between the City and New Cingular Wireless PCS, LLC, amending Paragraph 5 of the original leases adding sub paragraph (f) Alternative Security, to allow standby letter(s) of credit in the total amount of \$10,000 in lieu of the Certificate of Deposit required by Section 5(e)(2) of the original leases.

Staff Report

Attachments:

1. Location Map - 2705 Ames Street
2. Location Map - 3663 Pacific Ave
3. Resolution
4. Exhibit A - First Amendment Lease Agreement 2705 Ames St
5. Exhibit B - First Amendment Lease Agreement 3663 Pacific Ave

- 6.6 Resolution of Intention to establish City of Livermore Community Facilities District 2026-1 (Garaventa Services).

Recommendation:

Staff recommends the City Council take the following actions:

1. Accept the petition from the property owner requesting initiation of formation of City of Livermore Community Facilities District No. 2026-1 Garaventa Services (CFD) located north of Altamont Creek Elementary School along Bear Creek Drive to finance certain ongoing maintenance services, and waiving the otherwise-applicable election time periods; and
2. Adopt a Resolution of Intention to form the CFD and call for a public hearing on February 23, 2026, to consider formation of the CFD.

Staff Report

Attachments:

1. CFD 2026-1 (Garaventa Services)-Boundary Map
2. Landowner Petition
3. Resolution
4. Exhibit A - Description of Services
5. Exhibit B - Rate and Method of Apportionment for Special Taxes

- 6.7 Update on Host Community Impact Fee Reserve Policy related to the Bankhead Theater.

Recommendation:

Staff recommends City Council receive the update.

Staff Report**7. PUBLIC HEARINGS - NONE****8. MATTERS FOR CONSIDERATION - NONE****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 26, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:**Submission of Comments Prior to the Meeting:**

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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



CITY COUNCIL STAFF REPORT

ITEM NO. 4.1

DATE: January 12, 2026
TO: Honorable Mayor and City Council
FROM: Brent Smith, Community Development Director
SUBJECT: Confirmation of City Historian Appointment and administration of the oath of office.

RECOMMENDED ACTION

The Historic Preservation Commission and staff recommend the City Council appoint Jeff Kaskey as City Historian to an unexpired term ending February 1, 2026, and a regular term ending on February 1, 2028, and direct the City Clerk to administer the oath of office.

DECISION TYPE

Administrative

SUMMARY

The City Council created the City Historian position in 2005 (Attachment 1) to increase the public's awareness of Livermore's history. The City Historian is appointed to a two-year term, and the current term expires on February 1, 2026. The Historic Preservation Commission interviewed candidates for the position and based on his experience, recommends Jeff Kaskey be appointed as Livermore's City Historian.

DISCUSSION

Background

The City Council created the City Historian position in 2005 to increase the public's awareness of Livermore's history (Attachment 1). Responsibilities of the City Historian include providing historical presentations, developing educational programs, and supporting the Historic Preservation Commission and local historical society (today known as the Heritage Guild). The City Historian is appointed by the City Council, after Historic Preservation Commission recommendation, to a two-year term. There are no term limits for this position. The current term expires February 1, 2026, and is currently vacant. The City Clerk's Office held a recruitment period for a new City Historian that closed on November 14, 2025, and staff received one eligible application (Attachment 2).

Review Process and Recommendation

On December 4, 2025, the Historic Preservation Commission (Commission) interviewed the candidate at a public meeting, taking into account the applicant's credentials, the requirements of the City Historian position, and public comment (staff report and meeting minutes are attached as Attachments 3 and 4). The Commission determined Jeff Kaskey is a qualified applicant to fill the City Historian vacancy given his experience, including previously serving as a Historic Preservation Commissioner and as President of the Livermore Heritage Guild, leading Livermore's Downtown History Tour, and presenting lectures of Livermore's History through the Then and Now series at the library.

For these reasons, the Historic Preservation Commission and staff recommend the City Council appoint Jeff Kaskey as Livermore's City Historian to an unexpired term ending February 1, 2026, and a regular term ending February 1, 2028.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts for the City Historian nomination since the position is voluntary, without compensation. The City Historian conducts historical research for the Community Development Department, saving staff time and resources.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

1. Resolution Establishing City Historian Position
2. Application - Kaskey
3. Historic Preservation Commission Staff Report
4. 12.4.25 - Draft Historic Preservation Commission Minutes

Prepared by: Emily LaDue
Assistant 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
STATE OF CALIFORNIA**

A RESOLUTION AUTHORIZING THE POSITION OF CITY HISTORIAN

The City Historian's goal is to increase the public's awareness of the history of the City and community of Livermore. The duties may include providing presentations to organizations and social groups; developing an educational program for schools including history walks; preparing and teaching adult educational courses in local and regional history; providing articles on local history topics for publication in local media (newspapers, magazines and city publications); assisting and providing resources to the City's Historic Preservation Commission; and supporting the local Historical Society in their endeavors.

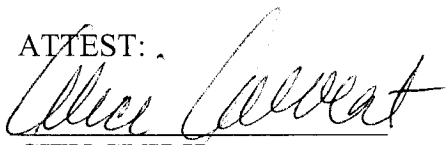
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore hereby authorizes the creation of the City Historian position as a two-year volunteer position, and directs that the above considerations be considered as important in the criteria for selecting a City Historian.

BE IT FURTHER RESOLVED that the Historic Preservation Commission shall conduct interviews and provide advisory City Historian recommendations to the City Council.

On the motion of Vice Mayor Reitter, seconded by Councilmember Beeman, the foregoing resolution was passed and adopted this 24th day of October, 2005, by the following vote:

AYES:	Councilmembers Beeman, Dietrich, Leider, Vice Mayor Reitter and Mayor Kamena
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST: .


CITY CLERK

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

Profile

Jeff Kaskey
First Name Middle Initial Last Name

Pronoun (s)

Email Address

Home Address

Suite or Apt

Livermore
City

CA
State

94550
Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

City Historian: Submitted

Years residing in Livermore

43

Do you work in Livermore?

☒ Yes ☐ No

The Last Factory CEO
Employer Job Title

Education

Case Western Reserve University

Question applies to multiple boards

Are you a registered voter in the City of Livermore

☒ Yes ☐ No

Question applies to multiple boards

Are you currently on a City of Livermore Advisory Body?

☐ Yes ☒ No

Interests & Experiences

Summarize your participation in civic or community activities, including years of service.

I served on Livermore's HPC previously for 8 years I am on the board of LVPAC (9 years) I was a member and Vice President of Livermore Cultural Arts Council. I was 1st Vice President of the Livermore Heritage Guild, and was President for 10 years. Over 10 years as a docent on the Livermore HistoryMobile which visits Livermore's third graders every year. Currently Curator at historic Hagemann Ranch and Collections Manager for the Livermore Heritage Guild On the board of the Livermore Lions Club.

What else would you like the City Council to know about you? If you would like to provide additional information (resume, personal website, etc.) please use the Upload Resume button.

Question applies to multiple boards

How did you hear about this vacancy?

☒ Word of Mouth

Question applies to City Historian

Summarize your activities and experience relating to the duties of City Historian as outlined below. The role of the City Historian is to increase public awareness of the history of the city and community of Livermore. Duties may include:

- Providing presentations to organizations and social groups;
- Developing an education program for schools including history walks;
- Preparing and teaching adult education courses in local and regional history;
- Providing articles on local history topics for publication in local media;
- Assisting and providing resources to the City's Historic Preservation Commission; and
- Supporting the endeavors of the local historical society

The person appointed to this volunteer position will serve a two-year term. Qualified applicants will have experience presenting local historical information to community groups, teaching courses in local and regional history to students at a school or community classes, or be affiliated with an organization associated with the advancement of the history of Livermore.

1. Summarize your activities and experience relating to the duties of City

I have given lectures as part of the Livermore Library's Then and Now history series. Over 10 years as a History Center docent in Livermore's old Carnegie Library, answering and researching visitor's questions. Over 10 years writing articles on Livermore history for the Livermore Heritage Guild's newsletter. Over 10 years as a docent on the Livermore HistoryMobile. History lectures to groups including Questers, SIRS, LCAC, Rotary. Project presentations to Livermore's HPC, LARPD and Alameda County Parks, Recreation and Historic Commission. Tour guide for the Downtown History Tour given to Livermore's 3rd grades. Created the informative video being shown in the restored SP Depot, depicting the Depot's history and restoration. History tours at Hagemann Ranch

Question applies to City Historian

Briefly explain your interest in serving as City Historian.

I think there is value in telling Livermore residents the stories of our people, places and events that created (and are creating) the foundation of our community. For some, this information helps them appreciate their town and may prompt them to take a more active role in supporting the town's character and quality of life. For others, simply gaining more information about the history of their town as a piece of continuous learning is valuable on its own. Sometimes there is specific value in knowing how a piece of today's community ties to the past, whether for preserving a piece of historic architecture or understanding the contributions of a multi-generational Livermore family. Providing accessible links to our past can have many benefits and the City Historian is one of the ways to reinforce those links.

Question applies to City Historian

Describe your expectations and anticipated contributions as City Historian.

As City Historian I will be able to reach and engage a broader audience on many topics relating to Livermore's history. I hope that I can use the role to elevate the general knowledge of our local heritage for both residents and visitors.

Upload a Resume

Declarations

Appointment

I acknowledge that I may be recommended for appointed to any Advisory Body at the discretion of the City Council.

☒ I Agree

Personal Privacy

I acknowledge that resumes submitted become part of the City Council agenda and the City recommends not including personal information such as home address, email, telephone number or photo. Any personal information on a resume will be redacted.

☒ I Agree

Question applies to multiple boards

Please let us know if there is any kind of accommodation you require.

**HISTORIC PRESERVATION COMMISSION STAFF REPORT****ITEM NO. 6.1**

DATE: December 4, 2025

TO: Chairperson and Members of the Historic Preservation Commission

FROM: Turhan Sonmez, Associate Planner

SUBJECT: City Historian Interview

RECOMMENDED ACTION

Staff recommends the Historic Preservation Commission:

1. Review the City Historian's required duties;
2. Review the application received for City Historian;
3. Consider public comment, if any;
4. Interview prospective candidate; and
5. Identify a candidate to recommend for the City Council to appoint as the next City Historian.

DECISION TYPE

Administrative

SUMMARY

The City Council created the City Historian position in 2005 to increase the public's awareness of Livermore's history (Attachment 1). The current two-year term will expire on February 1, 2026. Staff received one application for the position of City Historian. The Historic Preservation Commission will review City Historian's required duties and the submitted application, interview the candidate, and recommend the City Council appoint a new City Historian to a term ending February 1, 2028.

DISCUSSION**Background**

The City Council created the City Historian position in 2005 (Attachment 1) to increase the public's awareness of Livermore's history. The City Historian is appointed by the City Council, after the Commission makes a recommendation, for a two-year term. The position is currently vacant and the prior Historian's term will expire February 1, 2026. The selected Historian will serve any portion of the current term remaining and a two-year term ending February 1, 2028. The City Clerk's Office held a

ATTACHMENT 3

recruitment period for a new City Historian that closed on November 14, 2025. Staff received one eligible application for the position of City Historian, which is Attachment 2 of this staff report.

Review Process and Recommendation

The Commission will review the application for City Historian and may ask questions of the applicant. Given that there is one opening for the position, the Commission, in its own independent judgement, will select and recommend one candidate for the City Council to appoint as the next City Historian. The City Council is tentatively scheduled to appoint the next City Historian in January 2026.

After inviting the candidate to introduce themselves, the Commission will have an opportunity to ask interview questions.

ATTACHMENTS

1. [City Council Resolution Establishing City Historian Position](#)
2. [Application for City Historian](#)

Prepared by: Turhan Sonmez
Associate Planner

DRAFT MINUTES



HISTORIC PRESERVATION COMMISSION
DECEMBER 4, 2025

REGULAR MEETING

1. **CALL TO ORDER** – The meeting of the Historic Preservation Commission was called to order by Chairperson Neal Pann at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Chairperson Neal Pann, Commissioner Devon Caufield, Commissioner Daniel Curtis, Commissioner Shanavaz Nasarabadi.

Absent: Vice-Chairperson Rick Hanan

PLEDGE OF ALLEGIANCE

2. **OPEN FORUM**

Chairperson Neal Pann opened the public comment period.

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

3. **CONSENT CALENDAR**

Chairperson Neal Pann opened the public comment period.

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

3.1 Approval of the October 2, 2025 Historic Preservation Commission Draft Meeting Minutes.

ON THE MOTION OF COMMISSIONER NASARABADI SECONDED BY CHAIRPERSON PANN, WITH COMMISSIONER CAUFIELD AND COMMISSIONER CURTIS ABSTAINING DUE TO INELIGIBILITY, AND CARRIED ON A 2-0-2 VOTE, THE HISTORIC PRESERVATION COMMISSION APPROVED ITEM 3.1.

4. **PROJECT REVIEW – NONE.**

5. **PUBLIC HEARINGS – NONE.**

6. **MATTERS FOR CONSIDERATION**

6.1 City Historian Interview

Recommendation:

Staff recommended the Historic Preservation Commission:

1. Review the City Historian's required duties;
2. Review the application received for City Historian;
3. Consider public comment, if any;
4. Interview prospective candidate; and
5. Identify a candidate to recommend for the City Council to appoint as the next City Historian.

Chairperson Neal Pann opened the public comment period.

Former City Historian Richard Finn spoke in support of appointing Jeff Kaskey as City Historian.

The public comment period was closed.

The Commission then interviewed the only City Historian applicant, Jeff Kaskey.

ON THE MOTION OF CHAIRPERSON NEAL PANN SECONDED BY COMMISSIONER NASARABADI AND CARRIED ON A 4-0 VOTE, THE HISTORIC PRESERVATION COMMISSION VOTED TO RECOMMEND CITY COUNCIL APPOINT JEFF KASKEY AS CITY HISTORIAN.

6.2 Form ad hoc subcommittee for Work Plan Project #3, involving analysis of properties designated "Potentially Significant" in the City's Historic Resources Inventory.

Recommendation:

Staff recommends the Historic Preservation Commission form an ad hoc subcommittee to work with staff and the future City Historian on Work Plan Project #3, involving analysis of properties designated "Potentially Significant" in the City's Historic Resources Inventory, which was added to the Work Plan (Attachment 1) in March 2024 and is currently unassigned.

Chairperson Neal Pann opened the public comment period.

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

ON THE MOTION OF CHAIRPERSON PANN, SECONDED BY COMMISSIONER CAUFIELD AND CARRIED ON A 4-0 VOTE, THE HISTORIC PRESERVATION COMMISSION APPROVED ITEM 6.2 AND APPOINTED COMMISSIONER NASARABADI AND COMMISSIONER CURTIS TO THE AD HOC SUBCOMMITTEE.

6.3 Form ad hoc subcommittee and add new Project #5 to Work Plan for nominating a property to the National Register of Historic Places and/or California Register of Historical Resources.

Recommendation:

Staff recommends forming an ad hoc subcommittee of the HPC to work with staff to research the process and logistics involved in formally nominating one of the properties chosen by Work Plan Project #2 to the National Register and/or California Register and adding this research assignment as a new Work Plan Project #5.

ON THE MOTION OF COMMISSIONER NASARABADI, SECONDED BY CHAIRPERSON PANN AND CARRIED ON A 4-0 VOTE, THE HISTORIC PRESERVATION COMMISSION APPROVED ITEM 6.3 AND APPOINTED COMMISSIONER CAUFIELD AND COMMISSIONER CURTIS TO THE AD HOC SUBCOMMITTEE.

7. MATTERS INITIATED BY HISTORIC PRESERVATION COMMISSION, STAFF AND CITY HISTORIAN

8. ADJOURNMENT – at 7:38pm to a Regular Historic Preservation Commission Meeting on Thursday, January 8, 2026, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Ave.



CITY COUNCIL STAFF REPORT

ITEM NO. 6.1

DATE: January 12, 2026
TO: Honorable Mayor and City Council
FROM: Marianna A. Burch, City Manager
SUBJECT: Approval of draft minutes - December 8, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-12-08

Prepared by: Ashley Zieba
Acting City Clerk

Approved by:

A handwritten signature in blue ink, reading "Marianna A. Burch".

Marianna A. Burch
City Manager

Fiscal Review by:

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

Tina Olson
Administrative Services Director

DRAFT MINUTES



CITY COUNCIL
DECEMBER 8, 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, Vice Mayor Evan Branning, Council Members Ben Barrientos, Steven Dunbar, and Kristie Wang.

PLEDGE OF ALLEGIANCE

3. **PROCLAMATIONS AND PRESENTATIONS**

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

Chris Carter, Chief Executive Officer (CEO) for Livermore Valley Arts, gave a brief presentation.

4. **ADVISORY BODY APPOINTMENTS - NONE**

5. **OPEN FORUM**

Mayor Marchand opened the public comment period.

Joe Lee provided a comment.

Jonathan Kleid provided a comment.

Denise Watkins provided a comment.

Mike Piscotty provided a comment.

Glen Riggs provided a comment.

Donna Cabanne provided a comment.

John Bost provided a comment.

Sherri Souza provided a comment.

Bryan Balazs provided a comment.

Valerie Jonas provided a comment.

Shaké Sulikyan provided a comment.

Victor Curtis provided a comment.

David Victor provided a comment.

Christine Dillman provided a comment.

Kelly Bowers provided a comment.

Lisa Tromovitch 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.

Item 6.11 Donna Cabanne provided a comment.

Item 6.3 Alan Marling provided a comment.

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

Item 6.1 was removed from the Consent Calendar for separate discussion and action.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 4-0 VOTE, WITH VICE MAYOR BRANNING ABSTAINING DUE TO INELIGIBILITY TO VOTE DUE TO ABSENCE AT THE NOVEMBER 24, 2025 MEETING, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 6.1.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 6.1.

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

6.2 Resolution 2025-193 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.

6.3 Resolution 2025-194 accepting the Livermore Valley Arts Annual Report for Fiscal Year 2024-2025.

6.4 Resolution 2025-195 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.

6.5 Resolution 2025-196 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 prequalification process documents.

6.6 Resolution 2025-197 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.

6.7 Resolution 2025-198 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.

6.8 Resolution 2025-199 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.

6.9 Resolution 2025-200 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).

6.10 Resolution 2025-201 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.

6.11 Resolution 2025-202 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.

7. PUBLIC HEARINGS – NONE

8. MATTERS FOR CONSIDERATION

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

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

Mayor Marchand nominated Council Member Wang as Vice Mayor for 2025-2026.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY VICE MAYOR BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE APPOINTMENT OF COUNCIL MEMBER WANG AS VICE MAYOR FOR 2025-2026.

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 recommended 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.

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE APPOINTMENT OF VICE MAYOR WANG AND COUNCIL MEMBER DUNBAR.

8.3 Council Members Appointments to Intergovernmental Agencies.

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

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 VICE MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL

APPROVED THE CURRENT ASSIGNMENTS TO INTERGOVERNMENTAL AGENCIES AS PROVIDED.

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

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

Sunset Elementary School Council Member Barrientos noted his attendance at a pancake breakfast on December 6, 2025.

Aama's Kitchen Council Member Barrientos noted his attendance at the ribbon cutting and grand opening on December 6, 2025.

The Independent Gallery Council Member Barrientos noted his attendance at the art gallery.

Council Member Branning urged residents to remember the unhoused during this time of year; noted small donations go a long way and shelters are looking for items in high demand; recommended interested parties contact non-profits for ways to help; stated the warming center will open as the weather turns colder.

Downtown Livermore/Bankhead Theatre Mayor Marchand noted an upcoming menorah lighting on December 20, 2025.

9. ADJOURNMENT – at 8:12 pm in memory of Anna Siig 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.

APPROVED:

JOHN P. MARCHAND, MAYOR

ATTEST:

ASHLEY ZIEBA, ACTING CITY CLERK



CITY COUNCIL STAFF REPORT

ITEM NO. 6.2

DATE: January 12, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adoption of an ordinance approving Planned Development (PD) 25-001 for the Abboud Townhomes.

RECOMMENDED ACTION

On November 24, 2025, the City Council waived the first reading and introduced the Ordinance. Planning Commission and staff recommend the City Council **adopt an ordinance** approving Planned Development (PD) 25-001 for the Abboud Townhomes. The project is located at 3541 East Avenue.

DECISION TYPE

Legislative

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - Planning Commission PD Resolution
3. Exhibit B - Planned Development (PD) 25-001

Prepared by: Kam Purewal
Associate 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
AN ORDINANCE ADOPTING PLANNED DEVELOPMENT (PD) 25-001 FOR THE
ABBOUD TOWNHOMES

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre site with a two-story, attached, 13-unit multi-family, townhome-style development ("Project"). The Project will consist of all rental units that would be grouped on one lot. The units will include three and four bedroom plans that range in size from 1,400 to 1,900 square feet, plus one Accessory Dwelling Unit. Each primary unit will have an attached two-car garage. The Project will reconstruct the curb, gutter, and sidewalk along the project's frontages (East Avenue and Dolores Street), underground all utilities, and construct a new shared driveway to access the site from Dolores Street.

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, heard public testimony, and findings, and made the necessary findings.

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

Section 1. *Recommendation.* The Planning Commission held a duly noticed public hearing on June 17, 2025, to consider Planned Development (PD) 25-001 and recommended that the City Council approve the Planned Development as referenced in Planning Commission Resolution No. 23-25, attached hereto as Exhibit A.

Section 2. *Environmental.* The City Council considered the environmental review and found the project exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332 (In-Fill Projects).

Section 3. *Consistency.* The ordinance is consistent with the Livermore General Plan and the Livermore Development Code and will serve the public necessity, convenience and welfare for the reasons set forth in the agenda materials associated with the project and the City Council adopts such reasons as its own.

Section 4. *Findings and Adoption.* The City Council of the City of Livermore has reviewed and considered the written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council considered the findings made in Planning Commission Resolution No. 23-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as part of this Ordinance. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby approves Planned Development (PD) 25-001, attached hereto as Exhibit B, for the Abboud Townhomes Project.

Section 5. Zoning Standards. The zoning standards for this district shall be those set forth in the Planned Development (PD) 25-001, attached hereto as Exhibit B.

Section 6. Publication and Effective Date. This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within fifteen (15) days after its adoption and shall take effect and be in force thirty (30) days from and after its adoption.

Section 7. Filing. The Planning Manager is directed to file a Notice of Exemption with the Alameda County Clerk.

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

Section 9. Severability. If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on January 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Ashley Zieba
Acting City Clerk

/s/ Christine Crowl
Christine Crowl
Special Counsel

Attachments:

1. Exhibit A – Planning Commission Resolution No. 23-25
2. Exhibit B – Planned Development (PD) 25-001

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE
APPROVING PLANNED DEVELOPMENT (PD) 25-001**

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre existing site with a two-story, attached, 13-unit multi-family, townhome-style development project ("Project").

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and recommends the City Council adopt a resolution determining the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15332 (In-fill Project).

BE IT FURTHER RESOLVED, with respect to Planned Development (PD) 25-001, the Planning Commission finds based upon the information presented that:

1. The Planned Development is consistent with the General Plan, any applicable Specific Plan, and the Development Code.

Findings: PD 25-001 is consistent with the purpose, intent, goals, policies and programs and land use designations of the General Plan and zoning designation. The General Plan designation for the subject site is Urban High Residential (UH-2). The Urban High Residential designation accommodates the highest range of residential densities in the City. It allows a density range of 8 to 14 units per acre. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation. Housing types such as townhouses and duplexes are common under the UH-2 designation. The Livermore Development Code (section 3.04.030.J.1) requires residential Planned Developments to provide a design feature in exchange for variation from conventional zoning regulations.

The proposed Project meets the Planned Development design feature requirements.

The Project also includes increased landscaping on-site and the proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. The applicant has agreed to contribute \$50,000 towards intersection improvements at East Avenue and Dolores Street. The new development is compatible with existing development and community character; and supports City-wide goal for housing choices. The applicant proposes to rent all 13 units in the development. The project will include one unit for rent to a very low-income (50% of Area Median Income) household. The applicant would be required to enter into an affordable housing agreement that will be recorded on the property.

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

Findings: PD 25-001 will facilitate the development of the Project site and will not be detrimental to the welfare of the City. The two-story, attached, 13-unit multi-family, townhome-style development will consist of all rental units that would be grouped on one lot. The units will consist of either three or four bedrooms and range in size from 1,400 to 1,900 square feet per unit. An existing single-family home is located on the property including several recreational vehicles and a storage container. The existing house will be demolished, and the recreation vehicles and storage container will be removed from the site. The Project design enhances the views for the public from East Avenue and Dolores Street. The Project includes increased landscaping on-site of which approximately 50% are native to California. The proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. The applicant will reconstruct the curb, gutter, and sidewalk along the Project frontages (East Ave and Dolores St.), construct a new driveway to provide access to the site from Dolores Street, and underground all electric and communication lines along the Project frontage. Additionally, the applicant has agreed to contribute \$50,000 towards intersection improvements.

3. The Planned Development is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Findings: The Project has access to public utilities including water and sewer. The development would increase the need for public utilities that would be maintained by the City. The Project would be required to pay for the increase in public services at the time of Building Permit issuance and through user fees. The applicant will reconstruct the curb, gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), construct a new driveway to provide access to the site from Dolores Street, and underground all electric and communication lines along the project frontage. Site Access (ingress and egress) from Dolores Street was evaluated by the Livermore Pleasanton Fire Department, Livermore Sanitation, and the Engineering Division for conformance with the applicable standards and deemed adequate to maintain health

and safety and will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Planned Development (PD) 25-001.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Exemption for the Project with the Alameda County Clerk if the Project is approved.

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

On the motion by Commissioner Horner, seconded by Vice Chair Kronzak, the foregoing Resolution was adopted at the Planning Commission meeting of June 17, 2025, by the following vote:

AYES: FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: ANDERSON.
ABSENT: NONE.

Yolanda Fintschenko, Chairperson

A handwritten signature in dark ink, appearing to read "Bo" followed by a horizontal line and the word "For".

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Planned Development (PD) 25-001

Planned Development – Residential (PD-R) 25-001



General Note: the drawings and photos are illustrative.

A. Purpose

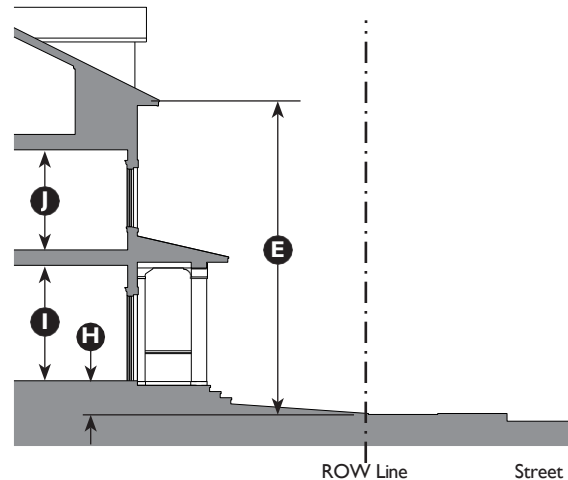
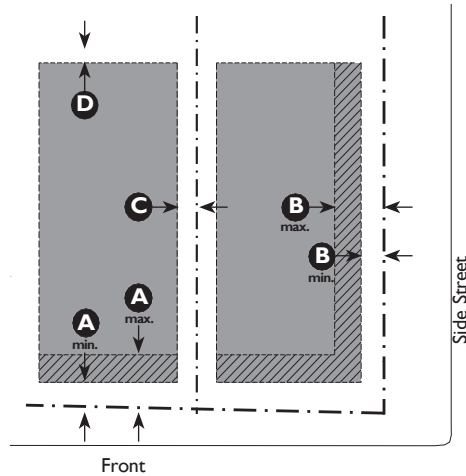
The purpose of establishing this Planned Development District is to regulate residential townhouse building type development of Tentative Parcel Map 11527 ("Exhibit A" and APNs 98A-610-1-2 and 98A-610-2) approximately 0.62± acres of land located at the southeast quadrant of East Avenue and Dolores Street. Development shall be in conformance with the requirements of the Livermore Development Code (LDC) as it exists now or may be amended in the future, except as modified by the following regulations.

B. Allowed Building Types

Carriage House	Single-Family House ²
Duplex, Side by Side	Duplex, Stacked
Duplex, Front and Back	Bungalow Court
Townhouse	Fourplex and Sixplex
Courtyard Apartment	

¹ See Part 5 (Building Types) for descriptions and regulations.

² Permitted on parcels with an underlying General Plan land use designation of Urban High (UH).



Key

--- ROW / Property Line	■ Building Area
--- Setback Line	■ Facade Zone

C. Building Placement

Setback (Distance from ROW / Property Line) A

Front

Minimum ^{1,2}	Lesser of adjacent property's or 15'
Maximum ³	30'
Front facade ⁴ within facade zone	50% min.

Side Street ⁵ 10' min.; 15' max. B

Side ⁶ 5' min. C

Rear 5' min. D

¹ On development's interior streets, refer to side street setback.

² 5' min.

³ No maximum front setback for Carriage houses.

⁴ Garages shall not be counted as part of the front facade.

⁵ Can be reduced with approval of an SPDR in the First Street Transitional Area depicted in 3.02.080.H.

⁶ No side setback required between Townhouse and/or Live/Work building types.

Miscellaneous

Distance between Main Buildings on Same Lot

1 Story	8' min.
2+ Stories	15' min.

D. Building Form

Lot Size

See Part 5 (Building Types).

Building Height ^{7, 8, 9}

Stories	2-½ stories max	E
To Eave or Parapet	24' max.	
Overall	35' max.	
Ground Floor Finish Level	18" min. above sidewalk	H
Ground Floor Ceiling	9' min. clear	I
Upper Floor(s) Ceiling	8' min. clear	J

⁷ Does not apply to accessory structures. See 4.02.030 (Accessory Structures)

⁸ See Part 5 (Building Types) for additional height regulations.

⁹ For First Street Corridor Transition Area, see 3.02.080.H.

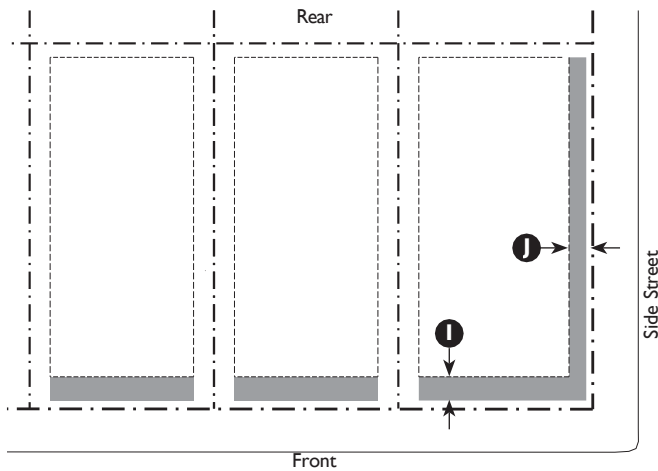
Miscellaneous

Mansard roof forms are not allowed.

Upper-floor units must have a primary entrance along a street facade or to a courtyard.

Ground-floor residential units facing a street shall have individual entries.

LDC § 5.01.090.G. is modified to allow a minimum 18' and a maximum 44' building width per townhouse unit.



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

E. Allowed Use Types

Ground Floor¹ Residential

Upper Floor¹ Residential

¹ See 3.02.080.I (T4N Use Table) for specific use

F. Frontage Types and Encroachments

Encroachments into Setback²

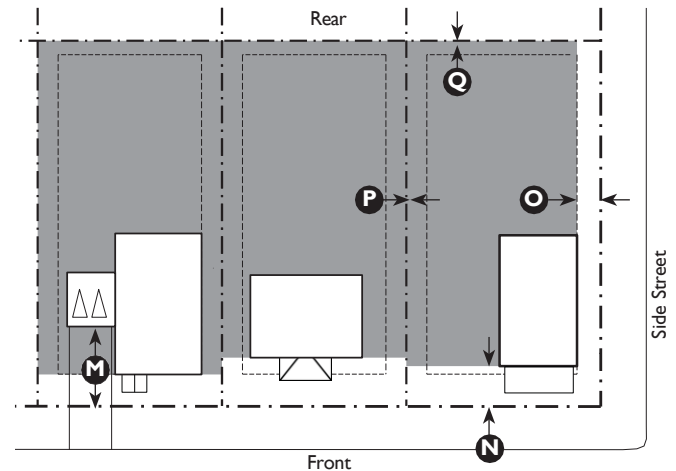
Front	8' max.	I
Side Street or Civic Space	8' max.	J
Side	0' max.	
Rear		
Property Line	0' max.	
Rear Lane	3' max.	

² Encroachments are not allowed within a Street ROW.
See 4.02.020.B (Encroachments) for complete list of allowed encroachments.

Required Frontage Types³

Porch	Forecourt
Stoop	

³ See 4.03 (Frontage Standards) for descriptions and regulations.



Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

G. Required Parking

Spaces

Residential Uses

Studio or 1 Bedroom	1 space/unit min.
2+ Bedrooms	2 spaces/unit min.

Location (Setback from Property Line)

Front		
Covered or Attached	Match front facade + width of garage min.	M
Uncovered	Match front facade min.	N
Side Street	5' min.	O
Side	0' min.	P
Rear	0' min.	Q

Miscellaneous

Linear feet of front or side facade
that may be garage 35% max.

Tandem parking is allowed for off-street parking only if both spaces are behind the required setback and are for the same residential unit.

See Chapter 4.04 (Parking Standards) for additional general parking requirements.

I. T4N Use Table

Land Use Type ^{1, 2}	Specific Use Regulations	Permit Required
Agricultural		
Community Gardens		P
Recreation, Education, and Public Assembly		
Park, Playground		P
Public and Quasi-Public	6.02.090	CUP
School, Private		CUP
Residential³		
Dwelling: Single-family ⁴		P
Dwelling: Townhouse, Courtyard Apartment, Multiple-family units		P
Supportive Housing		P
Transitional Housing		P
Home Occupation	6.02.060	HOP
Residential Accessory Use or Structure		P
Health Facility:	6.02.050	
Residential care, 1 - 6 clients		P
Residential care, 7 or more clients		CUP

Key

P	Permitted Use
CUP	Conditional Use Permit Required
HOP	Home Occupation Permit Required
ZUP	Zoning Use Permit Required
—	Use Not Allowed

End Notes

¹ A definition of each listed use type is in Part II.

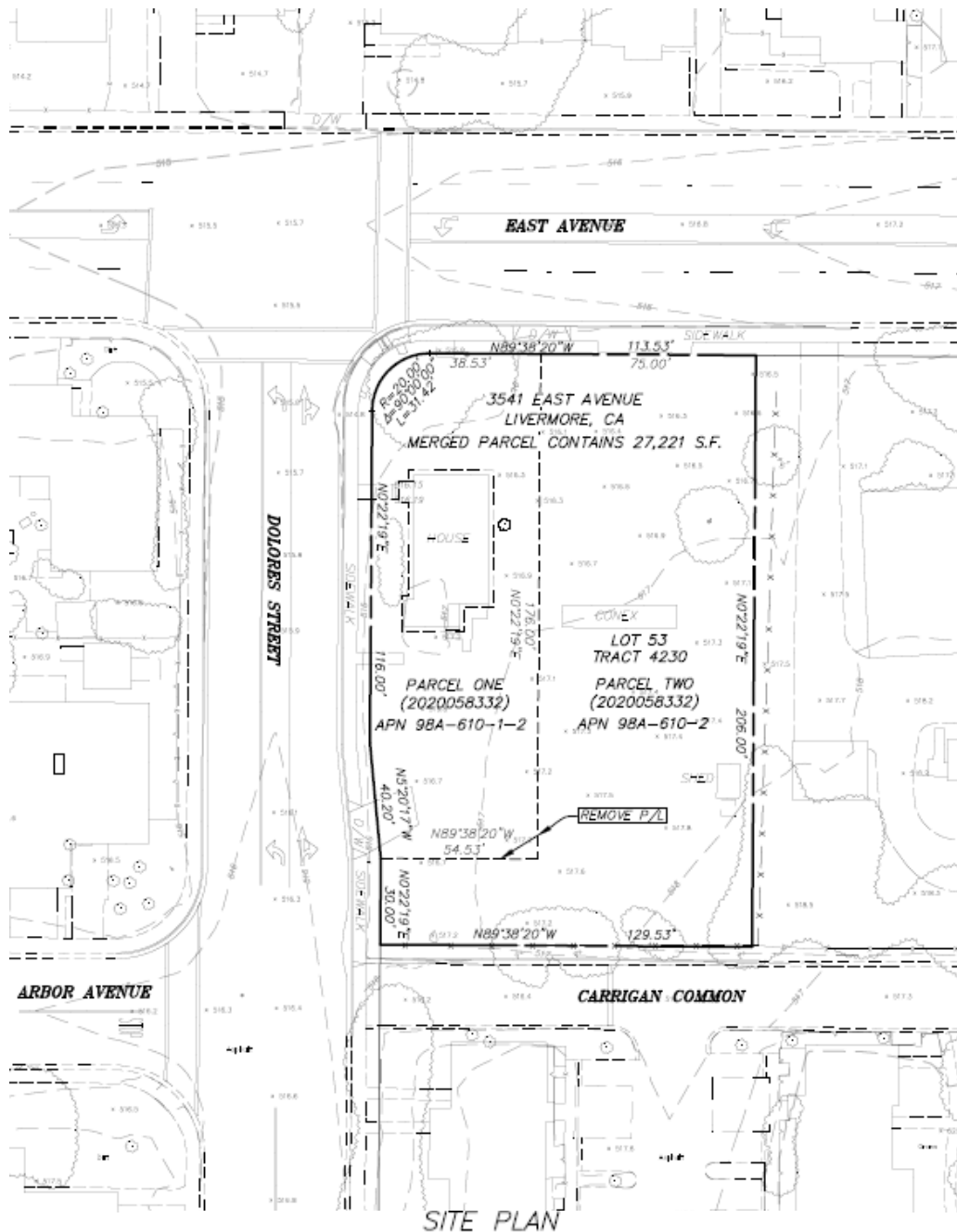
² Uses not listed are specifically prohibited, unless Director determines use is consistent pursuant to the Code.

³ A Zoning Clearance is required for new units and additions.

⁴ Permitted only if already legally existing at time of Code adoption, 05/01/10.

Land Use Type ^{1, 2}	Specific Use Regulations	Permit Required
Services: General		
Bed & Breakfast	6.02.010	ZUP
Child Day Care Facility	6.02.020	
Small family day care home		P
Large family day care home		ZUP
Family day care center		CUP

(Ord. 2082 § 2(C), 2019; Ord. 2058 § I (Exh. C), 2017;
Ord. 2018 § 4 (Exh. B), 2015)

"Exhibit A"

SITE PLAN
PARCEL MAP WAIVER
TENTATIVE PARCEL MAP 11527

BEING A MERGER OF PARCEL ONE AND PARCEL TWO AS
DESCRIBED IN THE GRANT DEED RECORDED MARCH 11, 2020
AS DOCUMENT NO. 2020058332 OF OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
FEBRUARY 2025

**ALEXANDER &
ASSOCIATES INC.**

SURVEYORS — PLANNERS — ENGINEERS
PLEASANTON, CALIFORNIA





CITY COUNCIL STAFF REPORT

ITEM NO. 6.3

DATE: January 12, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the agreement with Interwest Consulting Group, Inc., for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$1,500,000.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with Interwest Consulting Group, Inc., for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$1,500,000.

DECISION TYPE

Administrative

SUMMARY

Interwest Consulting Group, Inc., was selected through a Request for Qualifications and they have been providing on-call engineering design and project management services for various capital improvement projects. They have proven to be reasonably priced, responsive, and knowledgeable. This first amendment will increase the amount of their not-to-exceed agreement from \$200,000 to \$1,500,000 and will allow Interwest Consulting Group to provide design and project management services for upcoming street maintenance, park, right-of-way, and trail projects in the Capital Improvement Plan.

DISCUSSION

Staff issued a Request for Qualifications (RFQ) to consultants in April 2025, soliciting on-call engineering and project management services for various projects in the Capital Improvement Plan. The City rated Interwest Consulting Group, Inc., based in Fremont, and Gannett Fleming, Inc., based in Concord, as the top-ranked consultants.

On May 6, 2025, the City of Livermore entered into a professional services agreement in the amount of \$200,000 with Interwest Consulting Group, Inc., to provide on-call engineering and project management services for various capital improvement projects with a term ending June 30, 2030. Under this agreement, Interwest Consulting Group has completed the electrical design for Springtown Community Park, developed the preliminary design for both resurfacing and slurry seal projects, and provided right-of-way closeout services for the Isabel Avenue Interchange Project. They have proven to be very responsive with reasonable prices, and they have experienced engineers familiar with public capital improvement projects. Staff requested proposals for the Springtown Community Park electrical work, street resurfacing, and slurry seal projects from several of our on-call civil consultants. Interwest proposals were around half the cost of the other proposals. Their work so far has been high quality and delivered on time. Interwest Consulting Group also recently hired some additional engineers with expertise in pavement restoration.

Staff recommends increasing the amount of their agreement from \$200,000 to \$1,500,000 so that Interwest Consulting Group can provide the following services:

- Complete design and construction support services for the upcoming slurry and street resurfacing projects.
- Provide additional engineering support for the electrical improvements at Springtown Open Space.
- Provide design services for the South Livermore Valley Trail T-10 Extension.
- Provide design services for the Arroyo Mocho Trail at Concannon Boulevard.
- Provide design services for the slurry seal and street resurfacing projects scheduled in 2027.
- Complete additional design and project management services, as needed, for other upcoming capital improvement projects.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this amendment 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 - First Amendment](#)

Prepared by: Jaimeen Mehta
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 THE EXECUTION OF A FIRST
AMENDMENT TO THE AGREEMENT WITH INTERWEST CONSULTING
GROUP, INC. FOR ON-CALL ENGINEERING SERVICES FOR
VARIOUS CAPITAL IMPROVEMENT PROJECTS, INCREASING THE
NOT-TO-EXCEED AMOUNT FROM \$200,000 TO \$1,500,000**

On May 6, 2025, the City of Livermore ("City") entered into a Professional Services Agreement with Interwest Consulting Group, Inc. to provide on-call engineering and project management services in the amount of \$200,000 with a term ending on June 30, 2030 ("Original Agreement").

Staff recommends amending the agreement to increase the not-to-exceed amount from \$200,000 to \$1,500,000 to continue providing engineering and project management services to support City staff in implementing capital improvement projects.

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

1. Authorizes the City Manager to execute a first amendment to the professional services agreement with Interwest Consulting Group, Inc. for on-call engineering and project management services for various Capital Improvement Plan Projects, attached hereto as Exhibit A, increasing the not-to-exceed contract amount from \$200,000 to \$1,500,000.
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 January 12, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED AS TO FORM:

Ashley Zieba
Acting City Clerk

/s/ Tara Mazzanti

Tara Mazzanti
Senior Assistant City Attorney

Exhibit A - First Amendment to Professional Services Agreement with Interwest Consulting Group, Inc.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, by and between the City of Livermore ("City"), a municipal corporation, and Interwest Consulting Group, Inc. ("Consultant"), a Colorado corporation.

RECITALS

On May 6, 2025, City and Consultant entered into an agreement for Consultant to provide professional on-call engineering for various capital improvement projects and project management services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the not-to-exceed amount by \$1,300,000 to a total not-to-exceed amount of \$1,500,000. This is the First amendment to the Original Agreement.

AGREEMENT

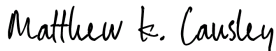
NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:
 - A. Section 5(a) of the Original Agreement is amended to read as follows:
The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of \$1,500,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" of the Original Agreement up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.
2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.
3. Except as amended above, the Original Agreement remains in full force and effect.

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

CONSULTANT:**Dated:**

DocuSigned by:



C852FB8F09764AE
Matthew K. Causley
Chief Operating Officer

12/5/2025 | 9:50 AM EST

CITY OF LIVERMORE:**Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:



B099F65715704E2
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:



A5F7D34BB6A748A...
Risk Manager/Analyst



CITY COUNCIL STAFF REPORT

ITEM NO. 6.4

DATE: January 12, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the agreement with Gannett Fleming, Inc. for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$800,000.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the agreement with Gannett Fleming, Inc. for on-call engineering and project management services for various Capital Improvement Plan projects, increasing the not-to-exceed amount from \$200,000 to \$800,000.

DECISION TYPE

Administrative

SUMMARY

Gannett Fleming was selected through a Request for Qualifications and they have been providing on-call construction management services for the L Street Garage. Their project team has proven to be responsive, experienced, and capable of effectively managing projects during construction. This first amendment will increase the amount of their not-to-exceed agreement from \$200,000 to \$800,000 and will allow Gannett Fleming to provide project management and construction management services for upcoming projects in the Capital Improvement Plan.

DISCUSSION

Staff issued a Request for Qualifications (RFQ) to consultants in April 2025, soliciting on-call engineering and project management services for various projects in the Capital Improvement Plan. The City rated Gannett Fleming, Inc., based in Concord, and Interwest Consulting Group, Inc., based in Fremont, as the top ranked consultants.

On April 23, 2025, the City of Livermore entered into an Engineering Services Agreement in the amount of \$200,000 with Gannett Fleming to provide on-call engineering and project management services for various City capital improvements with a term ending June 30, 2030. Under this on-call agreement, Gannett Fleming has been providing on-call construction inspection and management services for the L Street Garage. Work includes inspecting work performed by the contractor to make sure it meets the requirements of the drawings and specifications; running field meetings; helping log and process construction submittals, requests for information, and substitution requests; helping respond to claims; and helping process payments. Gannett Flemings's project team has provided valuable construction support for the L Street Garage. They are very experienced with construction means and methods, communicate well with City staff and the construction contractors, provide expert advice with construction issues, and are reasonably priced.

Staff recommends increasing the amount of their agreement from \$200,000 to \$800,000 so that Gannett Fleming can provide the following services:

- Any required remaining construction support for the L Street Garage which could include resolving claims with the contractor.
- Construction management services for upcoming projects such as the Springtown Trunkline Sewer, Las Colinas Trail, WRP Digester Heating Loop Replacement, WRP Administration Building Repairs, Airport Lift Station Improvements, Fire Station 6 Replacement, Fleet Shop Expansion, Library Teen Center, City Fleet Electrification, Police Building Renovations, and Arroyo Las Positas Desilting.
- Project management services during design for some of the projects listed above.

FISCAL AND ADMINISTRATIVE IMPACTS

This first amendment increases compensation by \$600,000, for a total not-to-exceed amount of \$800,000. Funding for this amendment is covered in the approved budgets for various projects in the 2025-30 Capital Improvement Plan. No additional appropriations are required.

COMMUNITY PILLAR

5. A City That Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment

Prepared by: Jaimeen Mehta
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 THE EXECUTION OF A FIRST
AMENDMENT TO THE AGREEMENT WITH GANNETT FLEMING, INC.
FOR ON-CALL ENGINEERING AND PROJECT MANAGEMENT
SERVICES FOR VARIOUS CAPITOL IMPROVEMENT PLAN
PROJECTS, INCREASING THE NOT-TO-EXCEED AMOUNT FROM
200,000 TO \$800,000**

On April 23, 2025, the City of Livermore ("City") entered into an Engineering Services Agreement with Gannett Fleming, Inc. to provide on-call engineering and project management services in the amount of \$200,000 with a term ending on June 30, 2030 ("Original Agreement").

Staff recommends amending the agreement to increase the not-to-exceed amount from \$200,000 to \$800,000 to provide project management and construction management services for upcoming projects in the Capital Improvement Plan.

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

1. Authorizes the City Manager to execute a first amendment to the engineering services agreement with Gannett Fleming, Inc. for on-call engineering and project management services for various Capital Improvement Plan projects, attached hereto as Exhibit A, increasing the not-to-exceed contract amount from \$200,000 to \$800,000.
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 January 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED AS TO FORM:

Ashley Zieba
Acting City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – First Amendment to Engineering Services Agreement with Gannett Fleming, Inc.

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Livermore, a municipal corporation ("City"), and City of Livermore, a Gannett Fleming, Inc. ("Consultant").

RECITALS

On April 23, 2025, City and Consultant entered into an agreement for Consultant to provide engineering design services to provide support during all phases (planning, design, advertisement and construction) of project delivery for a variety of capital improvement projects for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the not-to-exceed amount to \$800,000.00. This is the First amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:
 - A. Section 5(a) of the Original Agreement is [amended] to read as follows: The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of \$ 800,000 (" not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant' s only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.
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.

EXHIBIT A

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT:

Dated:

Signed by:


37DA18BA09BA4C0...
 Rany Chek
 Vice-President

11/25/2025 | 12:26 PM PST

CITY OF LIVERMORE:

Dated:

 Marianna A. Burch
 City Manager

APPROVED AS TO FORM:

DocuSigned by:


B099F65715704E2...
 Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:


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 Risk Manager/Analyst



CITY COUNCIL STAFF REPORT

ITEM NO. 6.5

DATE: January 12, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the City Manager to execute first amendments to the lease agreements between the City and New Cingular Wireless PCS, LLC.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the first amendment to the lease agreements between the City and New Cingular Wireless PCS, LLC, amending Paragraph 5 of the original leases adding sub paragraph (f) Alternative Security, to allow standby letter(s) of credit in the total amount of \$10,000 in lieu of the Certificate of Deposit required by Section 5(e)(2) of the original leases.

DECISION TYPE

Quasi-judicial

SUMMARY

On September 11, 2024, the City and New Cingular Wireless PCS, LLC (Lessee), executed leases on a portion of two City-owned properties to allow Lessee to install and maintain wireless telecommunication facilities including ground equipment at 2705 Ames Street and 3663 Pacific Avenue.

Paragraph 5(e)(2) of the lease agreements requires the Lessee to provide a Joint Certificate of Deposit in the amount of Ten Thousand Dollars (\$10,000) for each lease to ensure the Lessee's faithful performance of all the terms and conditions in the lease agreements.

Due to Lessee's difficulties in acquiring Certificates of Deposits, the Lessee approached staff with a request to amend Paragraph 5 of the leases to allow for an original, unconditional, clean, irrevocable, standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit") for each lease, naming City as the beneficiary, which the City may draw upon to cure any event of default or breach of the lease in lieu of the Certificate of Deposit required by Section 5(e)(2) of the original leases.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the First

Amendment to Lease Agreements between the City and New Cingular Wireless PCS, LLC, amending Paragraph 5 of the original leases to add sub paragraph (f) Alternative Security, to allow standby letter(s) of credit in the amount of \$10,000 ("Letter of Credit") in lieu of the Certificate of Deposit required by Section 5(e)(2) of the original leases.

DISCUSSION

On September 11, 2024, the City and New Cingular Wireless PCS, LLC (Lessee), executed leases on a portion of two City-owned properties, allowing the Lessee to erect wireless antennas on an existing PG&E tower at 2705 Ames Street and on an existing Verizon wireless antenna tower at 3663 Pacific Avenue. PG&E granted permission for the Lessee to install wireless antennas on PG&E's tower, and Verizon granted the Lessee permission to co-locate wireless antennas on Verizon's existing tower. PG&E has an existing easement for their tower and overhead transmission power lines on the City property at 2705 Ames Street, and Verizon has a current lease with the City for Verizon's existing wireless telecommunication facility at 3663 Pacific Avenue. The Lessee's new ground equipment, installed and maintained by the Lessee within the leased areas of the lease agreements, supports the operation of the wireless antenna facilities at each site.

Paragraph 5(e)(2) of the original lease agreements requires the Lessee to provide a Joint Certificate of Deposit in the amount of Ten Thousand Dollars (\$10,000) for each lease to ensure the Lessee's faithful performance of all the terms and conditions in the lease agreements. Due to Lessee's difficulties in acquiring Certificates of Deposits, Lessee approached staff with a request to allow letters of credit in lieu of the Certificates of Deposit.

Staff evaluated the request and determined the Letter of Credit provides sufficient security of performance. Therefore, staff recommends the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to Lease Agreements between the City and New Cingular Wireless PCS, LLC, amending Paragraph 5 of the original leases to add sub paragraph (f) Alternative Security, to allow standby letter(s) of credit in the amount of \$10,000 ("Letter of Credit") in lieu of the Certificate of Deposit required by Section 5(e)(2) of the original leases.

Except as specifically modified by this proposed First Amendment, the terms and conditions of the original lease agreements for each site shall remain in full force and effect.

FISCAL AND ADMINISTRATIVE IMPACTS

The rent revenues from these leases remain the same and directly benefit the City's General Fund. The annual rental revenue from the lease agreement at 2705 Ames Street is approximately \$37,200. The annual rental revenue from the lease agreement at 3663 Pacific Avenue is approximately \$24,000. This annual rental rate for each of the lease agreements increases by 3.5% each year until the end of the lease term and any approved extensions of the leases.

COMMUNITY PILLAR

5: A City that Works

GOAL

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

ATTACHMENTS

1. Location Map - 2705 Ames Street
2. Location Map - 3663 Pacific Ave
3. Resolution
4. Exhibit A - First Amendment Lease Agreement 2705 Ames St
5. Exhibit B - First Amendment Lease Agreement 3663 Pacific Ave

Prepared by: Mike Pato
Management Analyst II

Approved by:

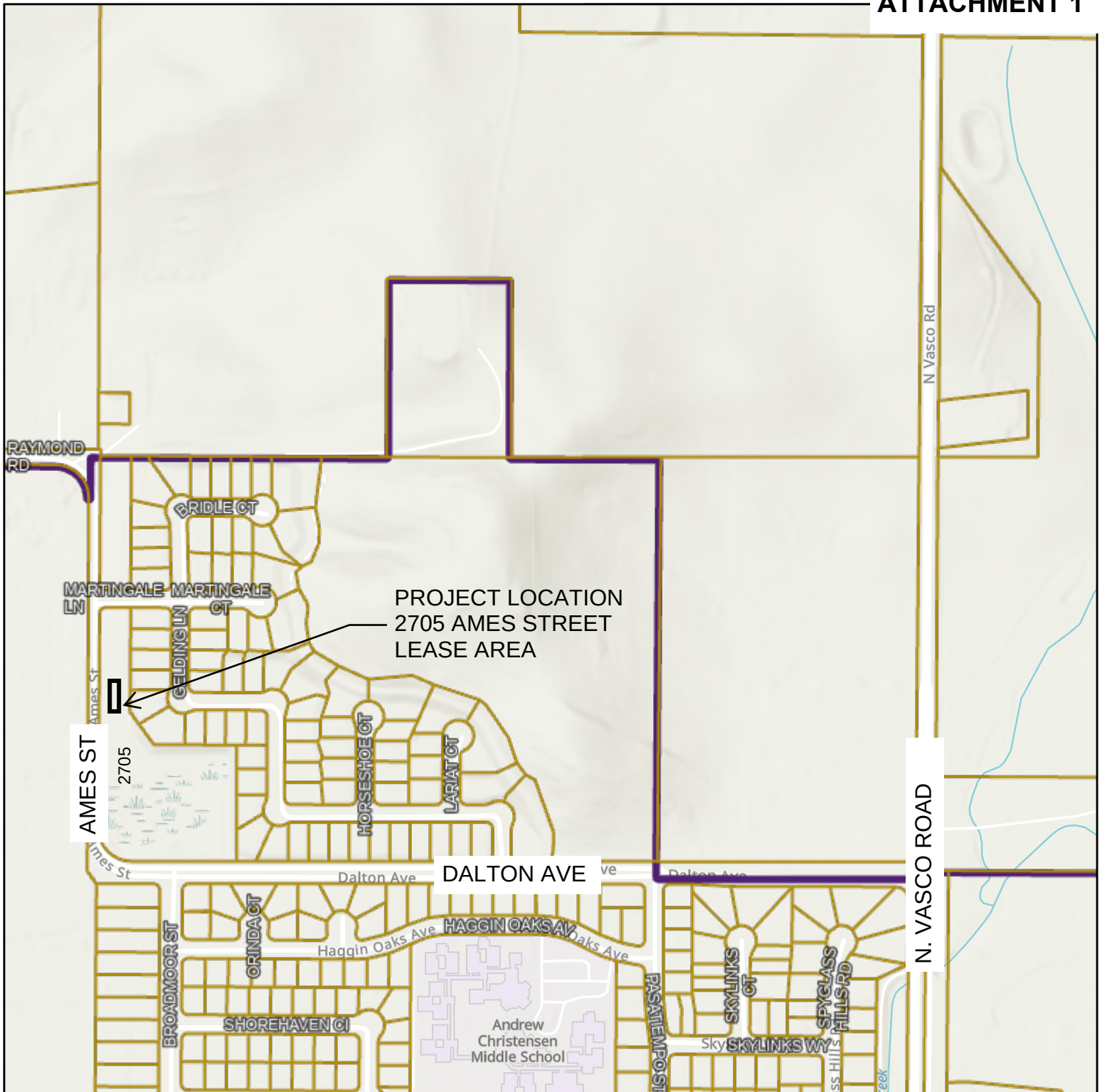


Marianna A. Burch
City Manager

Fiscal Review by:



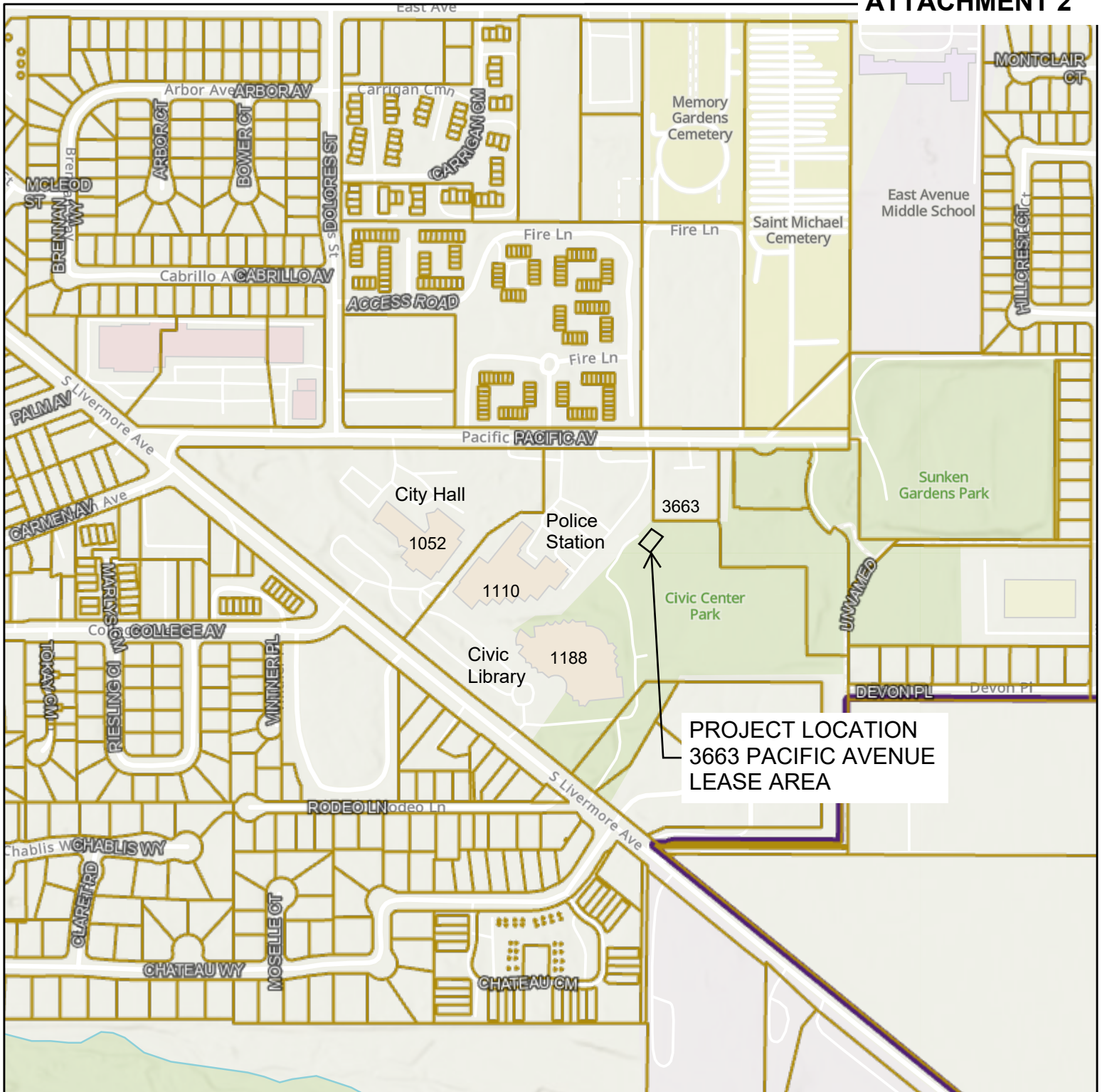
Tina Olson
Administrative Services Director



LEGEND

ALL LOCATIONS ARE APPROXIMATE

- | | |
|---------------------------------|------------------------------|
| Street Name Labels (White Font) | Alameda County |
| Parcels | Utility Reports - Sewer Main |
| Livermore City Limits | World_Hillshade |



0 280 560
ft

LEGEND

ALL LOCATIONS ARE APPROXIMATE

- Street Name Labels (White Font)
- Parcels
- Livermore City Limits

- Alameda County
- Utility Reports - Sewer Main
- World_Hillshade

CITY OF



Date: 11/24/2025

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT LEASE AGREEMENTS BETWEEN THE CITY AND NEW CINGULAR WIRELESS PCS, LLC, AMENDING PARAGRAPH 5 OF THE ORIGINAL LEASES ADDING SUB PARAGRAPH (F) ALTERNATIVE SECURITY, TO ALLOW STANDBY LETTER(S) OF CREDIT IN THE TOTAL AMOUNT OF \$10,000 IN LIEU OF THE CERTIFICATE OF DEPOSIT REQUIRED BY SECTION 5(E)(2) OF THE ORIGINAL LEASES

On September 11, 2024, the City and New Cingular Wireless PCS, LLC (Lessee), executed leases on a portion of two City-owned properties to allow Lessee to install and maintain wireless telecommunication facilities including ground equipment at 2705 Ames Street and 3663 Pacific Avenue.

Paragraph 5(e)(2) in the leases, requires the Lessee to provide a Joint Certificate of Deposit in the amount of Ten Thousand Dollars (\$10,000) for each lease to ensure the Lessee's faithful performance of all the terms and conditions in the Original Lease Agreements ("Original Leases").

Due to Lessee's difficulties in acquiring Certificates of Deposits, the Lessee approached staff with a request to amend Paragraph 5 of the Original Leases to allow for an original, unconditional, clean, irrevocable, standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit") for each lease, naming City as the beneficiary, which City may draw upon to cure any event of default or breach of this Lease in lieu of the Certificate of Deposit required by Section 5(e)(2) of the Original Leases. The City is willing to amend the Original Leases to allow the Lessee to provide a Letter of Credit as an alternative form of security. City staff has Amended Paragraph 5 of the Original Leases and added Sub Paragraph (f) Alternative Security ("First Amendment Lease Agreement(s) between the City and New Cingular Wireless PCS, LLC") to allow standby letter(s) of credit in the total amount of \$10,000, in lieu of the certificate of deposit required by section 5(e)(2) of the Original Leases. Except as specifically modified by the First Amendment Lease Agreement(s), all terms and conditions of the Original Leases shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, or her designee, to sign on behalf of the City of Livermore, the First Amendment Lease Agreements with New Cingular Wireless PCS, LLC, attached hereto as Exhibits A and B.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED AS TO FORM:

Ashley Zieba
Acting City Clerk

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – First Amendment Lease Agreement - 2705 Ames Street
Exhibit B – First Amendment Lease Agreement - 3663 Pacific Avenue

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

THIS SPACE FOR RECORDERS USE ONLY

LOG # 25-0678

FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS
TELECOMMUNICATIONS FACILITY
New Cingular Wireless PCS, LLC

TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

Market: Northern California
Cell Site No: CCL01380
Cell Site Name: Arabian
Fixed Asset #: 14702818

FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITY

This FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITY ("First Amendment") is made as of the date of full execution below, by and between the City of Livermore, a municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"). City and Lessee are at times collectively referred to hereinafter as the "Parties," or individually as the "Party."

RECITALS

A. City is the owner of certain real property located at APN 99B-8118-62, on Ames Street, north of Dalton Avenue, in the City of Livermore, County of Alameda, State of California 94551, and more particularly described in the legal description attached as Attachment "A" ("Property").

B. City and Lessee are parties to that certain Lease for The Lessee's Installation of Ground Equipment Communications Facility for its Wireless Telecommunications Facility dated September 11, 2024 (the "Lease"), whereby City leases to Lessee certain space at the Property, as more particularly described and depicted in the Lease as Attachment B (collectively, the "Leased Areas"), for the construction, operation, and maintenance of ground equipment communications facility.

C. Pursuant to Paragraph 5(e)(2) of the Lease, the Lessee is required to provide a Joint Certificate of Deposit in the amount of Ten Thousand Dollars (\$10,000) to ensure the Lessee's faithful performance of all the terms and conditions in this Lease Agreement.

D. The Lessee desires to amend Paragraph 5 to provide standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit"), naming City as the beneficiary, which City may draw upon to cure any event of default or breach of this Lease in lieu of the Certificate of Deposit required by Section 5(e)(2) above and the City is willing to amend the lease to allow the Lessee to provide a Letter of Credit as an alternative form of security.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph 5 Rents and Deposits is hereby amended adding sub paragraph (f) which reads as follows:

(f) Alternative Security. In lieu of the Certificate of Deposit required by Section 5(e)(2) above, Lessee may deliver to City, as security for Lessee's faithful performance of all terms and conditions in this Lease Agreement, original, unconditional, clean, irrevocable, standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit"), naming City as the beneficiary, which City may draw upon to cure any event of default or breach of this Lease. The following provisions apply to the Letter of Credit:

(1) The Letter of Credit must be in a form and substance reasonably satisfactory to the City and be subject to and governed by the International Standby Practices for Letters of Credit (ISP98);

(2) Each Letter of Credit shall be issued by a commercial bank that has a long-term credit rating of at least A (or equivalent) by Moody's Investors Service, Inc., or Standard & Poor's, or Fitch Ratings, Inc. (a "Satisfactory Credit Rating"), and shall be otherwise acceptable to City in its reasonable discretion. If the issuer's credit rating is or subsequently falls below a Satisfactory Credit Rating, then City shall have the right to require that Lessee obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of Section 5(f), and Lessee's failure to obtain such substitute letter of credit within 90 business days following City's written demand therefor shall entitle City to immediately draw upon the then existing Letter of Credit and hold such proceeds as security for Lessee's performance under the Lease. In the event the issuer of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed not to meet the requirements of Section 5(f) and, within ten business days thereafter, Lessee shall replace such Letter of Credit with cash equal to the deposit or other collateral acceptable to City in its reasonable discretion;

(3) The Letter of Credit must provide the right for City to make partial drawings against the Letter of Credit;

(4) If City draws on the Letter of Credit, Lessee shall immediately replenish the Letter of Credit or provide City with an additional letter of credit conforming to the requirements of Section 5(f) so that the amount available to City from the Letter(s) of Credit totals \$10,000. Lessee shall immediately provide City with evidence of any replacement letter(s) of credit;

(5) The Letter of Credit must be issued by a commercial bank reasonably acceptable to City and located in, or able to be drawn by delivery to an office in, Alameda County, California, or a location mutually agreeable to the Parties;

(6) The Letter of Credit must be transferrable, at no charge to City, to any successor to City's interest under the Lease;

(7) The Letter of Credit must be payable and callable at sight upon presentment to the issuer of City's sight draft of a written statement, whether

provided in person, by U.S. Mail, overnight delivery, via facsimile, or as a PDF delivered by e-mail, on City's letterhead, signed by a representative of the City and stating the right to draw upon the Letter of Credit for an event of default or breach of this Lease;

(8) The Letter of Credit must not expire sooner than one year from issuance;

(9) At least thirty days prior to the date the Letter of Credit expires, the Letter of Credit shall be replaced, renewed, or automatically extended and evidence of the replacement, renewed, or extended Letter of Credit shall be provided to City;

(10) Lessee's failure to deliver any replacement, additional, renewed, or extended Letter of Credit to City within the time specified under this Lease shall entitle City to draw upon the entire balance of the Letter of Credit then in effect, which City shall hold as security for Lessee's performance under the Lease;

(11) Any draw on the Letter of Credit shall not constitute a waiver of any other rights of City with respect to an event of default or breach of this Lease;

(12) City may draw upon the Letter of Credit upon Lessee's default or breach of this Lease, or for any damages resulting from the termination of this Lease;

(13) Lessee must present a Letter of Credit meeting all requirements of this Lease for every extension of this Lease; and

(14) With respect to the Letter of Credit, Lessee unconditionally and irrevocably waives the benefits and protections of California Civil Code section 1950.7, to the extent it limits the rights of City to apply any security deposit or governs the time period in which any security deposit must be returned to Lessee, and agrees that the provisions of Section 5(f) shall govern the City's right to apply, and obligation to return, any security deposit, including the Letter of Credit. Lessee acknowledges that all or part of the funds from the Letter of Credit may be used to compensate City for damages resulting from the termination of this Lease, including, without limitation, any damages recoverable under California Civil Code section 1951.2.

2. Continued Effect. Except as specifically modified by this First Amendment, all terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

IN WITNESS WHEREOF, the parties have caused the First Amendment to be effective as of the last date written below.

Dated: 11/19, 2025

**New Cingular Wireless PCS, LLC, a
Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]

Print Name: NELS Olson

Dated: _____, 2025

City of Livermore

By: _____
Marianna A. Burch
City Manager

Approved as to Form

By: _____
Deputy/Assistant/Senior Assistant/
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

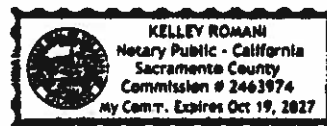
On November 19, 2025 before me, Kelley Romani, Notary Public
(insert name and title of the officer)

personally appeared Nels Olsen,
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 Kelley Romani (Seal)



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

THIS SPACE FOR RECORDERS USE ONLY

LOG # 25-0679

FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS
TELECOMMUNICATIONS FACILITY
New Cingular Wireless PCS, LLC

TITLE OF DOCUMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)

Market: Northern California
Cell Site No: CCL05197
Cell Site Name: Livermore City Hall Colo
Fixed Asset #: 15521701

FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITY

This FIRST AMENDMENT TO LEASE FOR INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITY ("First Amendment") is made as of the date of full execution below, by and between the City of Livermore, a municipal corporation ("City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"). City and Lessee are at times collectively referred to hereinafter as the "Parties," or individually as the "Party."

RECITALS

A. City is the owner of certain real property located at 3663 Pacific Avenue and 1052 South Livermore Avenue, in the City of Livermore, County of Alameda, State of California 94550, and more particularly described in the legal description attached as Attachment "A" ("Property").

B. City and Lessee are parties to that certain Lease for The Lessee's Installation of Ground Equipment Communications Facility for its Wireless Telecommunications Facility dated September 11, 2024 (the "Lease"), whereby City leases to Lessee certain space at the Property, as more particularly described and depicted in the Lease as Attachment B (collectively, the "Leased Areas"), for the construction, operation, and maintenance of a ground equipment communications facility.

C. Pursuant to Paragraph 5(e)(2) of the Lease, the Lessee is required to provide a Joint Certificate of Deposit in the amount of Ten Thousand Dollars (\$10,000) to ensure the Lessee's faithful performance of all the terms and conditions in this Lease Agreement.

D. The Lessee desires to amend Paragraph 5 to provide standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit"), naming City as the beneficiary, which City may draw upon to cure any event of default or breach of this Lease. In lieu of the Certificate of Deposit required by Section 5(e)(2) above and the City is willing to amend the lease to allow the Lessee to provide a Letter of Credit as an alternative form of security.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph 5 Rents and Deposits is hereby amended adding sub paragraph (f) which reads as follows:

(f) Alternative Security. In lieu of the Certificate of Deposit required by Section 5(e)(2) above, Lessee may deliver to City, as security for Lessee's faithful performance of all terms and conditions in this Lease Agreement, original, unconditional, clean, irrevocable, standby letter(s) of credit in the total amount of \$10,000 ("Letter of Credit"), naming City as the beneficiary, which City may draw upon to cure any event of default or breach of this Lease. The following provisions apply to the Letter of Credit:

(1) The Letter of Credit must be in a form and substance reasonably satisfactory to the City and be subject to and governed by the International Standby Practices for Letters of Credit (ISP98);

(2) Each Letter of Credit shall be issued by a commercial bank that has a long-term credit rating of at least A (or equivalent) by Moody's Investors Service, Inc., or Standard & Poor's, or Fitch Ratings, Inc. (a "Satisfactory Credit Rating"), and shall be otherwise acceptable to City in its reasonable discretion. If the issuer's credit rating is or subsequently falls below a Satisfactory Credit Rating, then City shall have the right to require that Lessee obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of Section 5(f), and Lessee's failure to obtain such substitute letter of credit within 90 business days following City's written demand therefor shall entitle City to immediately draw upon the then existing Letter of Credit and hold such proceeds as security for Lessee's performance under the Lease. In the event the issuer of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed not to meet the requirements of Section 5(f) and, within ten business days thereafter, Lessee shall replace such Letter of Credit with cash equal to the deposit or other collateral acceptable to City in its reasonable discretion;

(3) The Letter of Credit must provide the right for City to make partial drawings against the Letter of Credit;

(4) If City draws on the Letter of Credit, Lessee shall immediately replenish the Letter of Credit or provide City with an additional letter of credit conforming to the requirements of Section 5(f) so that the amount available to City from the Letter(s) of Credit totals \$10,000. Lessee shall immediately provide City with evidence of any replacement letter(s) of credit;

(5) The Letter of Credit must be issued by a commercial bank reasonably acceptable to City and located in, or able to be drawn by delivery to an office in, Alameda County, California, or a location mutually agreeable to the Parties;

(6) The Letter of Credit must be transferrable, at no charge to City, to any successor to City's interest under the Lease;

(7) The Letter of Credit must be payable and callable at sight upon presentment to the issuer of City's sight draft of a written statement, whether provided in person, by U.S. Mail, overnight delivery, via facsimile, or as a PDF delivered by e-mail, on City's letterhead, signed by a representative of the City and stating the right to draw upon the Letter of Credit for an event of default or breach of this Lease;

(8) The Letter of Credit must not expire sooner than one year from issuance;

(9) At least thirty days prior to the date the Letter of Credit expires, the Letter of Credit shall be replaced, renewed, or automatically extended and evidence of the replacement, renewed, or extended Letter of Credit shall be provided to City;

(10) Lessee's failure to deliver any replacement, additional, renewed, or extended Letter of Credit to City within the time specified under this Lease shall entitle City to draw upon the entire balance of the Letter of Credit then in effect, which City shall hold as security for Lessee's performance under the Lease;

(11) Any draw on the Letter of Credit shall not constitute a waiver of any other rights of City with respect to an event of default or breach of this Lease;

(12) City may draw upon the Letter of Credit upon Lessee's default or breach of this Lease, or for any damages resulting from the termination of this Lease;

(13) Lessee must present a Letter of Credit meeting all requirements of this Lease for every extension of this Lease; and

(14) With respect to the Letter of Credit, Lessee unconditionally and irrevocably waives the benefits and protections of California Civil Code section 1950.7, to the extent it limits the rights of City to apply any security deposit or governs the time period in which any security deposit must be returned to Lessee, and agrees that the provisions of Section 5(f) shall govern the City's right to apply, and obligation to return, any security deposit, including the Letter of Credit. Lessee acknowledges that all or part of the funds from the Letter of Credit may be used to compensate City for damages resulting from the termination of this Lease, including, without limitation, any damages recoverable under California Civil Code section 1951.2.

2. Continued Effect. Except as specifically modified by this First Amendment, all terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms will have the same

respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

IN WITNESS WHEREOF, the parties have caused the First Amendment to be effective as of the last date written below.

Dated: 11/19, 2025

**New Cingular Wireless PCS, LLC, a
Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]

Print Name: NELSON

Dated: _____, 2025

City of Livermore

By: _____
Marianna A. Burch
City Manager

Approved as to Form

By: _____
Deputy/Assistant/Senior Assistant/
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On November 19, 2025 before me, Kelley Romani, Notary Public
(insert name and title of the officer)

personally appeared Nels Olsen
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 Kelley Romani (Seal)





CITY COUNCIL STAFF REPORT

ITEM NO. 6.6

DATE: January 12, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution of Intention to establish City of Livermore Community Facilities District 2026-1 (Garaventa Services).

RECOMMENDED ACTION

Staff recommends the City Council take the following actions:

1. Accept the petition from the property owner requesting initiation of formation of City of Livermore Community Facilities District No. 2026-1 Garaventa Services (CFD) located north of Altamont Creek Elementary School along Bear Creek Drive to finance certain ongoing maintenance services, and waiving the otherwise-applicable election time periods; and
2. Adopt a Resolution of Intention to form the CFD and call for a public hearing on February 23, 2026, to consider formation of the CFD.

DECISION TYPE

Administrative

SUMMARY

To meet the condition of approval for Tentative Tract Map 8094, located north of Altamont Creek Elementary School along Bear Creek Drive, the property owner, Lafferty Communities, has submitted a signed petition and consents to the formation of Community Facilities District No. 2026-1 Garaventa Services (CFD).

Under the Mello-Roos Act of 1982, a Resolution of Intention must be adopted establishing the hearing date for district formation. The Resolution of Intention describes the operation and maintenance services proposed to be included in the CFD and describes the rate and method of apportionment of the special tax rate to be levied (Rate and Method) in the CFD. The resolution also establishes the public hearing date, which must be held between 30 and 60 days after the date of the resolution. The public hearing allows for public protest of the formation of the district and enables the Council to tabulate ballots from the landowner election. If the election is successful and the Council chooses, they may adopt a Resolution of Formation to form the district. An ordinance must then be adopted levying the special tax in

perpetuity within the CFD. The ordinance authorizes the City Manager to levy the special taxes each year based on the Rate and Method.

With the formation of the CFD, the residential units within Tentative Tract 8094 will provide their pro-rata share of maintenance funds for the Garaventa Hills public infrastructure and amenities. The maximum annual operation and maintenance costs for the public amenities in the CFD is estimated at \$142,213 in FY 2025-26 to be spread over 44 residential units in Tract 8094. This estimate establishes the Max Cap of the annual assessment for the CFD and will be adjusted annually on July 1st based upon the prior calendar year's change in the Consumer Price Index - All Urban Consumers (San Francisco-Oakland-San Jose, CA) plus one percent (CPI +1%).

DISCUSSION

Development Projects with new public amenities such as trails, landscaping, and other public infrastructure are required, through condition of approval, to provide for the long-term maintenance of the new infrastructure.

The Garaventa Hills residential development Tract 8094, located north of Altamont Creek Elementary School along Bear Creek Drive, was conditioned to form a maintenance district to finance the maintenance and operation of the new storm drain outfalls to Altamont Creek, the multi-use trails located within the project's open space, long-term repair and replacement costs of the new pedestrian bridge that will connect Hawk Street to the Garaventa Hill Development for emergency vehicle access. The owners of the project have elected to form Community Facilities District 2026-1 (Garaventa Services) pursuant to the Mello-Roos Act. The boundary of CFD 2026-1 is shown in Attachment 1.

Cost for administration of the CFD maintenance items, as well as Alameda County's collection of the special taxes, will also be funded by the CFD and are further defined in the description of services attached to the Resolution of Intention.

PROCEDURE - INTENT TO FORM

The City of Livermore (City)'s consultant, NBS, has prepared the proposed boundary map and the Rate and Method for the CFD. The law firm of Jones Hall has prepared the legal documents associated with the CFD formation. Staff has reviewed the proposed Boundary Map, Rate and Method and legal documents, pursuant to which the City will levy special taxes in the CFD to pay the services described above.

Staff recommends the City Council use the following process to form the CFD:

January 12, 2026 - The City Council receives the executed petition from the landowner/developer in the proposed CFD; petition asks the City Council to establish the CFD and waives the time requirements and certain procedures otherwise applicable to the special tax election.

January 12, 2026 - The City Council adopts the Resolution of Intention to establish the CFD. The Resolution of Intention will set the date, time, and place of the public hearing, direct the City Clerk to record the boundary map for the CFD and direct the City Engineer to prepare a report (Community Facilities District Report) that describes the services that will be required to adequately meet the needs of the CFD and estimates the fair and reasonable cost of the services and incidental expenses related to

the services, and all other related costs.

Following the adoption of the Resolution of Intention, the Community Facilities District Report will be available for public review at City Hall and on the City's website. A Public Hearing Notice will be published in a local newspaper a minimum of 7 days prior to the City Council public hearing on February 23, 2026.

February 23, 2026 - The City Council holds a public hearing and adopts a Resolution of Formation which forms the CFD.

The City Clerk conducts an election of the qualified landowner electors in the CFD (mailed ballots will be mailed to the landowner electors approximately 2 weeks before the election and will be received by the City Clerk prior to the public hearing). Each landowner elector will have one vote for each acre or portion of an acre of land that they own within the CFD. If two-thirds of the votes cast at the election are in favor of levying the special tax, then the election will be successful.

Following the election, the City Council will adopt a resolution declaring the results of the election and directing recordation of a notice of special tax lien, and it will undertake the first reading of an ordinance levying special taxes in the CFD.

March 9, 2026 - The City Council adopts an ordinance levying the special tax in perpetuity in the CFD.

August 10, 2026 - Deadline to file the special tax with Alameda County for FY 2026-27.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer the CFD on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the CFD. The estimated annual cost for maintaining all the items in the Description of Services for the CFD is approximately \$142,213.

The FY 2025-26 Special Tax Requirement Maximum Cap is estimated at \$142,213, an average of \$3,233 per residential unit. The maximum cap will escalate on July 1, 2026, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index (CPI) - All Urban Consumers (San Francisco-Oakland-San Jose, CA) plus one percent (CPI +1%).

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

9: Facilitate new development consistent with the City's General Plan

ATTACHMENTS

1. CFD 2026-1 (Garaventa Services)-Boundary Map
2. Landowner Petition

3. Resolution

4. Exhibit A - Description of Services

5. Exhibit B - Rate and Method of Apportionment for Special Taxes

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

PROPOSED BOUNDARIES OF
CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(GARAVENTA SERVICES)

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LIVERMORE THIS ____ DAY OF _____, 20__.

ACTING CITY CLERK

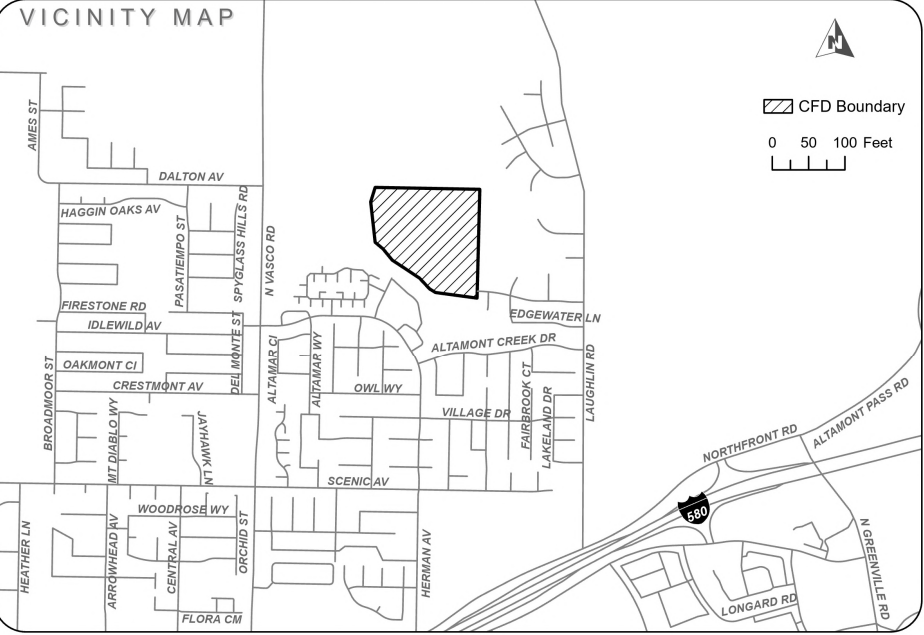
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GARAVENTA SERVICES), CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

ACTING CITY CLERK

FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF ____ O'CLOCK __M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF ALAMEDA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF ALAMEDA, STATE OF CALIFORNIA.



Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet



**CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)**

**PETITION
(With Waivers)**

**To Create a Community Facilities District
and Related Matters**

_____, 2026

To The Honorable City Council
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Members of the City Council:

This Petition (With Waivers) ("Petition") relates to the creation of a Community Facilities District and related matters under the Mello-Roos Community Facilities Act of 1982 (the "Act") and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants under penalty of perjury under California law to the City of Livermore (the "City") that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Act to create a Community Facilities District to be designated "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "Community Facilities District") to levy special taxes ("Special Taxes") in the Community Facilities District.

3. Boundaries. This Petition asks that the territory to be included in the boundaries of the Community Facilities District consist of that shown on a map of the proposed boundaries of the Community Facilities District filed with the City Clerk of the City and which map is hereby made a part hereof and which map includes the Property.

Petitioner hereby represents and warrants that, to the best knowledge of the Petitioner as of the date hereof, there are no registered voters residing within the boundaries of the Property.

4. Purpose. This Petition requests that the Community Facilities District be created and that the Special Taxes be levied to finance all or a part of the public services (the "Services") shown in Exhibit A attached hereto and made a part hereof.

5. Special Taxes. The Petitioner agrees that the City will, subject to the approval of the Petitioner in the proceedings for the Community Facilities District, be authorized to levy Special Taxes in the Community Facilities District to pay for the Services, subject to the completion of all proceedings by the City under the Act.

6. Election. The Petitioner asks that the special property-owner election to be held under the Act to authorize the Special Taxes and to establish any appropriations limits for the Community Facilities District be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the Community Facilities District under the Act or as soon thereafter as possible.

7. Waivers. Petitioner hereby acknowledges, confirms and agrees that, pursuant to Section 53326 of the Act, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election, may be waived with the unanimous consent of the qualified electors of the Community Facilities District and the concurrence of the election official conducting the election.

Petitioner hereby consents to the waiver of, and hereby waives, any time limit specified by Section 53326 of the Act and any requirement pertaining to the conduct of the election (other than the right to have ballots accurately counted), including, but not limited to, all notices with respect thereto (published, mailed or otherwise to be given), any voter qualification requirements, any time limitations, all publication requirements, all pre-election, election or voting procedures (other than the right to vote) and all canvass, recount and tie vote procedures.

Petitioner hereby acknowledges, confirms and agrees that, as the election vote is to be by the landowners of the Community Facilities District, any impartial analysis, arguments or rebuttals, if any, with respect to the election may, pursuant to Section 53327(b) of the Act, be waived with the unanimous consent of all the landowners of the Community Facilities District. Petitioner hereby consents to the waiver of, and hereby waives, the requirements of Section 53327(a) of the Act that there be prepared and included in the ballot material provided to each voter an impartial analysis pursuant to Section 9160, 9280 or 9500 of the California Elections Code (the "Elections Code"), and arguments and rebuttals, if any, pursuant to Sections 9162 to 9167, inclusive, and Section 9190 of the Elections Code or pursuant to Sections 9281 to 9287, inclusive, and Section 9295 of the Elections Code, or pursuant to Sections 9501 to 9507, inclusive, of the Elections Code, or pursuant to other provisions of law applicable to other special districts as appropriate.

Other than the rights preserved herein, Petitioner hereby waives any and all defects in notice or procedure in the proposed proceedings to establish the Community Facilities District, approve the levy of the special taxes and approve an appropriations limit for the Community Facilities District, whether known or unknown.

Petitioner hereby waives all requirements as to the form and content of the ballot and the ballot measure for the election, including, without limitation, all requirements that the ballot measure be condensed, abbreviated or summarized in the ballot, the requirements in Section 9051 of the Elections Code and the requirements in Section 13119(b) of the Elections Code that the ballot measure include the amount of money to be raised annually from the special taxes and the rate and duration of the special taxes; provided, however, that, notwithstanding the foregoing, Petitioner is not waiving, and does not waive, the requirement in Section 13247 of the Elections Code that the ballot label be followed with the words "Yes" and "No".

Petitioner hereby waives all requirements as to the preparation, printing and delivery of election materials for the election (other than delivery of the ballot to each voter as provided in the Act) and the form and content of such election materials, including, without limitation, that a fiscal impact report or statement be prepared, delivered or referenced, that a voter information guide or pamphlet be prepared, printed, delivered or made available and that the full ballot measure be printed in materials, other than the ballot, delivered or made available to voters.

Petitioner hereby waives its right to make any protest or complaint or to undertake any legal action challenging the validity of the election.

Petitioner's acknowledgement, pursuant to the Petition, that the Community Facilities District will be created and that the special taxes will be levied, evidences, and Petitioner hereby represents and confirms, that Petitioner was in possession of such information and knowledge as it deemed necessary or appropriate with respect to such matters. Petitioner hereby represents and confirms that it is fully informed with respect to such matters and fully understands the consequences thereof.

Petitioner hereby acknowledges, confirms and agrees that that Petitioner and representatives thereof, including its financial advisor and legal counsel, received, reviewed, participated in discussions regarding, and provided comments and input on the documents and instruments constituting, the proceedings to establish the Community Facilities District, including, without limitation, this Petition, the rate and method of apportionment of special tax for the Community Facilities District (the "Rate and Method") and the description of the authorized Services.

Petitioner hereby acknowledges, confirms and agrees (a) that the Rate and Method is set forth in Exhibit C hereto, and (b) that the Rate and Method contains detailed provisions specifying (i) the type of the special taxes (a special tax) and the amount or rate of the special taxes to be levied on each parcel of property in the Community Facilities District, (ii) the duration of the special taxes, and (iii) the use of the revenue derived from the special taxes (to pay the costs of Services, to pay administrative costs and to pay or provide for other related costs or expenses). Petitioner hereby acknowledges, confirms and agrees that by virtue of the ballot's reference to the Resolution of Formation, which sets forth the Rate and Method, and by virtue of Petitioner and representatives thereof, including its financial advisor and legal counsel, receiving, reviewing, participating in discussions regarding and providing comments and input on the Rate and Method, Petitioner has such information and knowledge about the matters described in clause (b) of this paragraph that is at least equal to that it would have had if such matters had been set forth in the ballot.

Petitioner hereby represents and confirms that it has obtained, and is in possession of, such information and knowledge with respect to the Petitioner's representations, warranties, acknowledgements, confirmations, agreements, consents and waivers contained in this Petition as it has deemed necessary or appropriate. The Petitioner hereby represents and confirms that it is fully informed with respect to such representations, warranties, acknowledgements, confirmations, agreements, consents and waivers and fully understands the consequences thereof. The Petitioner hereby represents and confirms that each such waiver by the Petitioner is a knowing, intelligent and voluntary waiver.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and

other actions mandated by the City for the formation of the Community Facilities District shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City current title evidence so that the City may supply any notice and ballot required under the Act for the establishment of the Community Facilities District.

9. Due-Diligence and Disclosures. The Petitioner agrees to cooperate with the City, its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs of establishing the Community Facilities District. Petitioner agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the Community Facilities District under the Act unless and until deemed filed by the City in its absolute discretion.

11. Counterparts. This Petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. Electronic Signatures. The Petitioner hereby agrees that its electronic signatures or other electronic indication of execution on all documents related to this transaction, and the electronic signature or other electronic indication of execution of other parties related to this transaction, shall be treated the same and have the same legally binding and enforceable effect as original manual signatures.

The Assessor Parcels comprising the Property are listed on the attached Exhibit B and contain the acreage identified on Exhibit B.

The Petitioner (record owner) is:

Livermore LT Ventures I Group, LLC,
A California limited liability company

By: Omnibus LT Ventures, LLC, a California
limited liability company
Its: Managing Member

By: 
Richard S. Lafferty, Managing Member

ATTACHMENT 2

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Petition to the City on behalf of the owner(s) of the Property (identified by the Assessor Parcel Numbers listed on Exhibit B) to form the Community Facilities District for the Property, and that the City may rely upon my representation to process this Petition on behalf of the owner(s) of the Property.

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

Date: November 24, 2025



Name: Richard S. Lafferty

EXHIBIT A

CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)

DESCRIPTION OF SERVICES

Special Taxes collected in the CFD will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit properties in the CFD.

1. Trail Improvement Services

Trail Improvement Services include the maintenance, operation and repair and replacement of the multi-use trails within the project's open space. Trail Improvement Services also include trash pickup, weed control, and flood and storm protection services, clearing, removals and grading. The costs of Trail Improvement Services include any associated electricity, water, and other utility costs. Trail Improvements include, but are not limited to, maintenance, operation, repair and replacement of storm drain system (including pipe, catch basins and manholes), permeable swale, rip rap, pavement restoration and rehabilitation, sidewalks, curbs and gutters, driveways to adjacent roadways, bollards, retaining walls, gates, fences, signage and monuments.

2. Hawk Street Bridge Services

Hawk Street Bridge Services include the maintenance, operation and repair and replacement of the bridge structure, abutments and street improvements along Hawk Street. Hawk Street Bridge Services include, but are not limited to, maintenance operation, repair and replacement of bridge structure & abutments, AC pavement, Altamont School driveway, retaining wall, removable bollard, water line system, signage and striping. The costs of Hawk Street Bridge Services include any associated electricity, water, and other utility costs.

3. Storm Drain Outfall Services

Storm Drain Outfall Services include the maintenance, operation and repair and replacement of the storm drain outfalls to Altamont Creek. Storm Drain Outfall Services include, but are not limited to, maintenance, operation, repair and replacement of storm drain pipes, manholes, outfalls and rip rap dissipaters. The costs of Storm Drain Outfall Services include any associated electricity, water, and other utility costs.

4. Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

MISCELLANEOUS ITEMS RELATED TO THE SERVICES

1. Definitions

a. "Services" has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").

b. "Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal.

2. Reserves. Special taxes may be used to fund operating reserves, capital reserves, and "costs" and "incidental expenses" related to the authorized Services as those terms are defined in the Act.

3. Delinquencies. Special taxes may be levied to cure actual or estimated delinquencies in such special taxes for the current or previous fiscal years.

4. Performance of Services. The Services may be performed by the City, or the City may engage a third party (including any owner of property in the CFD or a property owners' association) by contract to perform the services.

5. Administrative Expenses. The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the special taxes, the fees and expenses of the City's legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda ("County") in connection with the levy and collection of the special taxes, costs related to property owner inquiries regarding special taxes, costs associated with appeals or requests for interpretation associated with the special taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent special taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

**CITY OF LIVERMORE
Community Facilities District No. 2026-1
(Garaventa Services)**

ASSESSOR PARCEL NUMBERS

	<u>APN</u>	<u>Acreage</u>
099B-5300-010		31.67

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION OF INTENTION TO ESTABLISH
CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT
NO. 2026-1 (GARAVENTA SERVICES)**

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

This Council, having received petitions from the owner(s) of not less than 10% of the area of land proposed to be included in the proposed community facilities district, now desires to proceed with the establishment of such community facilities district to finance costs of certain services required to meet the demands of development of lands in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that this Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act.

BE IT FURTHER RESOLVED, the name proposed for the community facilities district is "City of Livermore Community Facilities District No. 2026-1 (Garaventa Services)" (the "CFD").

BE IT FURTHER RESOLVED, the proposed boundaries of the CFD are as shown on the map on file with the City Clerk, which is hereby preliminarily approved and to which reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD in the office of the County Recorder within 15 days of the date of adoption of this Resolution.

BE IT FURTHER RESOLVED, the type of services proposed to be financed by the CFD pursuant to the Act shall consist of those listed in Exhibit A hereto and hereby incorporated herein (the "Services"). The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

BE IT FURTHER RESOLVED, except to the extent that funds are otherwise available to the CFD to pay for the Services, one or more special taxes (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such

other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax (the "Rate and Method") among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B, attached hereto and hereby incorporated herein. This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

BE IT FURTHER RESOLVED, except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California, the County or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In addition, properties in the CFD shall be exempt from the Special Tax to the extent required by the Act. If any portion of the property within the CFD becomes for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD that is not exempt in order to yield the annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

BE IT FURTHER RESOLVED, the levy of the Special Tax in the CFD shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD not exempt from the Special Tax.

BE IT FURTHER RESOLVED, the City Engineer (or deputy or designee thereof) is hereby directed to study the proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing (the "CFD Report"), which shall be a part of the record of the public hearing hereinafter specified and which shall present the following:

(a) A description of the Services that will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith, and all other related costs.

BE IT FURTHER RESOLVED, Council hereby appoints and fixes February 23, 2026, at 7:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 1016 S. Livermore Avenue, Livermore, California, as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public

interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax.

BE IT FURTHER RESOLVED, the City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least 7 days before the date of the public hearing specified above.

The notice of the public hearing shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

BE IT FURTHER RESOLVED, this City Council hereby appoints (i) Jones Hall, A Professional Law Corporation, as legal counsel to the City in connection with formation of the CFD and (ii) NBS as special tax consultant to the City in connection with formation of the CFD. The Director of Administrative Services is hereby authorized to execute a retainer agreement with NBS and the City Attorney is hereby authorized to execute a legal services agreement with Jones Hall, each in substantially the form and substance of the agreement on file with the City Clerk.

BE IT FURTHER RESOLVED, this resolution shall take effect upon its adoption.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED AS TO FORM:

Ashley Zieba
Acting City Clerk

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

Exhibit A – Description of Services
Exhibit B – Rate and Method of Apportionment for Special Taxes

EXHIBIT A**CITY OF LIVERMORE
Community Facilities CFD No. 2026-1
(Garaventa Services)****DESCRIPTION OF SERVICES**

Special Taxes collected in the CFD will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit properties in the CFD.

1. Trail Improvement Services

Trail Improvement Services include the maintenance, operation and repair and replacement of the multi-use trails within the project's open space. Trail Improvement Services also include trash pickup, weed control, and flood and storm protection services, clearing, removals and grading. The costs of Trail Improvement Services include any associated electricity, water, and other utility costs. Trail Improvements include, but are not limited to, maintenance, operation, repair and replacement of storm drain system (including pipe, catch basins and manholes), permeable swale, rip rap, pavement restoration and rehabilitation, sidewalks, curbs and gutters, driveways to adjacent roadways, bollards, retaining walls, gates, fences, signage and monuments.

2. Hawk Street Bridge Services

Hawk Street Bridge Services include the maintenance, operation and repair and replacement of the bridge structure, abutments and street improvements along Hawk Street. Hawk Street Bridge Services include, but are not limited to, maintenance operation, repair and replacement of bridge structure & abutments, AC pavement, Altamont School driveway, retaining wall, removable bollard, water line system, signage and striping. The costs of Hawk Street Bridge Services include any associated electricity, water, and other utility costs.

3. Storm Drain Outfall Services

Storm Drain Outfall Services include the maintenance, operation and repair and replacement of the storm drain outfalls to Altamont Creek. Storm Drain Outfall Services include, but are not limited to, maintenance, operation, repair and replacement of storm drain pipes, manholes, outfalls and rip rap dissipaters. The costs of Storm Drain Outfall Services include any associated electricity, water, and other utility costs.

4. Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

MISCELLANEOUS ITEMS RELATED TO THE SERVICES

1. Definitions

a. “Services” has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”).

b. “Maintenance” has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal.

2. Reserves. Special taxes may be used to fund operating reserves, capital reserves, and “costs” and “incidental expenses” related to the authorized Services as those terms are defined in the Act.

3. Delinquencies. Special taxes may be levied to cure actual or estimated delinquencies in such special taxes for the current or previous fiscal years.

4. Performance of Services. The Services may be performed by the City, or the City may engage a third party (including any owner of property in the CFD or a property owners’ association) by contract to perform the services.

5. Administrative Expenses. The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the special taxes, the fees and expenses of the City’s legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda (“County”) in connection with the levy and collection of the special taxes, costs related to property owner inquiries regarding special taxes, costs associated with appeals or requests for interpretation associated with the special taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent special taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

**RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2026-1
(GARAVENTA SERVICES)**

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2026-1 (Garaventa Services) ("CFD No. 2026-1") each Fiscal Year commencing in Fiscal Year 2025/26, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" that is separate from a primary Unit, as defined in California Government Code Section 66313, as may be amended from time to time, that is accessory to a primary Unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2026-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2026-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2026-1 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2026-1 for the applicable yearly period.

“Annual Special Tax Requirement” means that amount with respect to CFD No. 2026-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2026-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Assessor’s Parcel Number, Units, Building Square Feet, Acreage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map and/or Assessor’s Data with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County Assessor for purposes of identification.

“Building Square Feet” or **“BSF”** means all of the square footage within the perimeter of a structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the Assessor’s Data. If the Assessor’s Data does not show Building Square Feet, building permit(s) issued for such structure, or other records of the City shall be used, as determined by the CFD Administrator.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2026-1” means the City of Livermore Community Facilities District No. 2026-1 (Garaventa Services).

“City” means the City of Livermore.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 2026-1.

“County” means the County of Alameda.

“County Assessor” means the County Assessor of the County.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2026-1 for which a building permit for new construction was issued by the City prior to June 30 of the preceding Fiscal Year.

“Exempt Property” means all Assessors’ Parcels within the boundary of CFD No. 2026-1 which are exempt from the Special Tax pursuant to Section E.

“Final Subdivision Map” means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan

pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“Open Space Property” means property within the boundaries of CFD No. 2026-1 which (i) has been designated with specific boundaries and Acreage on a Final Subdivision Map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

“Property Owners’ Association” means any property owners’ association. As used in this definition, a Property Owners’ Association includes any home-owner’s association, condominium owners’ association, master or sub-association or non-residential owners’ association.

“Property Owners’ Association Property” means any property within the boundaries of CFD No. 2026-1 which is (a) owned by a Property Owners’ Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owners’ association property.

“Proportionately” means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors’ Parcels of Taxable Property levied within each property land use classification within CFD No. 2026-1.

“Public Property” means any property within the boundaries of CFD No. 2026-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a Final Subdivision Map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Special Tax” means the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2026-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Undeveloped Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2026-

1 that is not classified as Developed Property, Open Space Property, Property Owners’ Association Property, or Public Property.

“Unit” means an individual residential dwelling unit. The number of Units assigned to each Assessor’s Parcel may be determined by (i) referencing Assessor’s Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

“Welfare Exempt Property” means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2026-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor’s Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 2026-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor’s Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) which Parcels are Taxable Property; (ii) the number of Units or Building Square Footage each Parcel contains; (iii) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (iv) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Taxes for each Assessor’s Parcel of Taxable Property shall be assigned below:

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor’s Parcel of Taxable Property shall be assigned according to Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025/26***

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	\$3,233.00	Unit
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers (“CPI-U”) for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City.

2. Accessory Dwelling Units

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Residential Property with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU shall be calculated by the following steps:

1. $800 \text{ BSF} / 2,000 \text{ BSF} = 0.40$ or 40%
2. $\$3,233.00 \text{ Maximum Special Tax per Unit} \times 40\% = \$1,293.20 \text{ Maximum Special Tax for such ADU}$

3. Assignment of Maximum Special Tax to Newly Created Assessor's Parcel(s)

When an Assessor's Parcel changes or subdivides, the Maximum Special Tax shall be assigned to each newly created Assessor's Parcel so that there is no net loss in the Maximum Special Tax revenue to be generated as a result of changes in the planned development.

When an Assessor's Parcel changes or subdivides, and there are changes to the overall planned development within CFD No. 2026-1, the process for assigning the Maximum Special Tax to each newly created Assessor's Parcel is as follows:

Step 1: Sum the expected Maximum Special Tax assigned to each Assessor's Parcel that is being changed or subdivided.

Step 2: Identify the newly created Assessor's Parcel(s) of Taxable Property created by the change or subdivision and assign the Maximum Special Tax to each newly created Assessor's Parcel of Taxable Property according to the then-current Maximum Special Tax Rates for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property.

Step 3: Divide the total expected Maximum Special Tax in Step 1 by the total Maximum Special Tax assigned in Step 2 to arrive at a fraction.

Step 4: Apportion the total Maximum Special Tax from Step 1 to each newly created Assessor's Parcel of Taxable Property by multiplying each newly created Assessor's Parcel fraction, determined in Step 3, by the then-current Maximum Special Tax Rates for each Land Use Category.

Step 5: The Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property shall be the greater of the Maximum Special Tax assigned in Step 2 or the Maximum Special Tax calculated in Step 4.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development within CFD No. 2026-1, the Maximum Special Tax shall be assigned according to Table 1.

The planned development for CFD No. 2026-1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	44 Units

Once created, if a newly created Assessor's Parcel(s) of Taxable Property further changes or subdivides, the above steps shall be repeated to determine the Maximum Special Tax for the additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

All Taxable Property shall be subject to the Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2026-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax.

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Residential Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2026-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Non-Residential Property, Open Space Property, Property Owners' Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 53340.1 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2026-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2026-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Assessor's Parcels in CFD No. 2026-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the authorized services for which the Special Tax was levied. The obligations to provide the authorized services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within CFD No. 2026-1.



CITY COUNCIL STAFF REPORT

ITEM NO. 6.7

DATE: January 12, 2026
TO: Honorable Mayor and City Council
FROM: Tina Olson, Administrative Services Director
SUBJECT: Update on Host Community Impact Fee Reserve Policy related to the Bankhead Theater.

RECOMMENDED ACTION

Staff recommends City Council receive the update.

DECISION TYPE

Administrative

SUMMARY

City Council adopted the Host Community Impact Fee Reserve Policy (Policy) at their July 24, 2017 meeting. The purpose of this Policy is to establish adequate reserves for the Host Community Impact Fee (HCIF) revenues to insulate the City's General Fund from the future financial obligations associated with the ownership of the Bankhead Theater. The HCIF Reserve Policy calls for an annual review of the HCIF Policy to determine whether it continues to help the City fulfill its Bankhead Theater obligations. Staff reviewed the HCIF revenues, expenses, and fund balance and determined that there is no need to amend the Policy at this time.

DISCUSSION

In September of 2014, the City participated in a complex multi-party settlement agreement which secured the Bankhead Theater as a community facility. To facilitate the purchase of the Bankhead Theater, the City issued a variable rate debt obligation called a Certificate of Participation (COP). The 2014 COP Series A was issued for \$9,380,000 in accordance with the Master Settlement Agreement and to be repaid with Host Community Impact Fees (HCIF) collected at the Vasco and Altamont Landfills. In June of 2020 the City issued fixed rate 2020 COPs refinancing the 2014 COPs to eliminate the inevitable interest rate increases that would affect the variable 2014 bond debt service payments. While these fixed payments are higher than the variable rates in 2020, they will remain the same regardless of interest rate swings. The 2020 COPs will be fully redeemed in 2042. If enough HCIF is not available to fund major structural and mechanical systems maintenance and replacement costs after making debt service

payments, the General Fund will make up for the shortfall.

To insulate the City's General Fund from the financial risks associated with owning the Bankhead Theater, and in support of Council's goal of long-term financial stability, Council adopted a HCIF Reserve Policy that requires the City to hold in reserve HCIF revenues received that are greater than the amount required to pay debt service to provide funding for maintenance and replacement of the facility's major structural and mechanical systems. The policy also requires that this reserve and the factors that dictate its existence be regularly monitored and reported upon to ensure that adequate resources are available when needed.

Staff reviewed actual HCIF revenues, expenses, and fund balance and based on that review, staff do not recommend making any changes to the HCIF Policy. As such, all HCIF revenue received beyond that required to cover debt service will continue to be held in reserve to be available to meet the City's financial obligations of the Bankhead Theater. As required in the Policy, staff will evaluate HCIF Policy updates as part of the FY 2027-28 budget

FISCAL AND ADMINISTRATIVE IMPACTS

There are no administrative or fiscal impacts associated with receiving this report.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

Prepared by: Erik Peterson
Finance Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director