LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, NOVEMBER 25, 2024

REGULAR MEETING – 7:00 PM

CLOSED SESSION 6:30 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - 6:30 PM

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

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

1.1 Anticipated Litigation – To meet with the City Attorney pursuant to Government Code section 54956.9(e) because there is significant exposure to litigation against the City based on existing facts and circumstances. (One Case)

§ 54956.9(e)(2) – Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs.

1.2 Conference with Real Property Negotiator. To meet with Paul Spence Assistant City Manager and Andy Ross Economic Development Manager, the City's negotiators pursuant to Government Code section 54956.8, regarding the sale and purchase of real property at Assessor's Parcel No. 99B-5300-2-13. The City's negotiators may negotiate with Stephen Wawryk and Danielle Davenport on behalf of Western Title Insurance Company. The instructions will concern price and terms of payment, acquisition, and maintenance.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Beautification Committee annual update presented by Chair Karen Jefferson.

Recommendation:
Staff recommends City Council accept the Beautification Committee annual update.

Staff Report

3.2 Presentation of the 2024 Beautification Awards.

Recommendation:
Staff recommends City Council accept the Beautification Committee Awards presentation.

Staff Report

4. OPEN FORUM

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

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - October 28, 2024 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2024-10-28

5.2 Introduce an omnibus ordinance and waive the first reading making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code and the Livermore Development Code

Recommendation:
Staff recommends the City Council **introduce an omnibus ordinance** and waive the first reading amending various sections of the Livermore Municipal Code and Livermore Development Code to make administrative, technical, and other non-substantive amendments.

Staff Report
Attachments:

1. Omnibus Ordinance

5.3 Resolution authorizing the execution of an agreement with Siemens Industry, Inc. to monitor the fire alarm and burglar alarm systems and inspect, test, and repair the fire alarm and sprinkler systems in multiple city buildings in an amount not-to-exceed $550,000 for a two-year term ending December 31, 2026.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Siemens Industry, Inc. to monitor the fire alarm and burglar alarm systems and inspect, test, and repair the fire alarm and sprinkler systems in multiple city buildings in an amount not-to-exceed $550,000 for a two-year term ending December 31, 2026.

Staff Report
Attachments:
1. Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Agreement

5.4 Resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Tract Map 8358 located at Chestnut Street and North N Street for the construction of 44 townhomes by Taylor Morrison of California, LLC for permanent maintenance and authorizing release of security, and accepting offer of dedication for public utility and emergency vehicle access easement.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Accepting Tract Map 8358 public improvements for permanent maintenance;
2. Accepting, on behalf of the public, all real property offered for dedication within Tract 8358, including Public Utility Easement (PUE), and Emergency Vehicle Access Easement (EVAE); and
3. Authorizing release of security provided for construction of the public improvements.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution

5.5 Resolution authorizing execution of a second amendment to the agreement with Cannon Corporation for additional commissioning support during construction of the WRP Primary and Secondary Treatment Improvements Project No. 2019-31, increasing the not-to-exceed contract amount from $231,026 to $324,171, with a term ending December 31, 2027.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Authorizing the City Manager to execute a second amendment to the agreement with Cannon Corporation increasing the not-to-exceed contract amount from $231,026 to $324,171 for additional commissioning support services during construction of the WRP

Primary and Secondary Treatment Improvements, Project No. 2019-31; and
2. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed amendment.

Staff Report
Attachments:
1. Site Plan
2. Resolution
3. Exhibit A - Second Amendment to Agreement with Cannon Corporation

5.6 Resolution authorizing receipt of funds in the amount of $82,179 from the California Department of Justice, Office of Attorney General, Tobacco Law Enforcement Grant program, authorizing the execution of a Memorandum of Understanding, and the appropriation of the $82,179 grant award.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Authorizing acceptance of funds, in the amount of $82,179, for a California Department of Justice, Office of Attorney General, Tobacco Law Enforcement grant as follows: FY 2024-25 = $26,327, FY 2025-26 = $27,379, and FY 2026-27 = $28,473;
2. Authorizing the City Manager to execute the grant agreement; and
3. Approving a supplemental appropriation of $26,327 in the Police Department's budget for FY 2024-25 to support the execution of year one of the grant.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Department of Justice, Office of Attorney General MOU

5.7 Resolution authorizing the execution of Project and Program Grant Agreements with Las Positas College Foundation, Livermore Art Association, and Livermore Valley Performing Arts Center dba Livermore Valley Arts, consistent with the City's Public Art Policy.

Recommendation:
The Commission for the Arts and staff recommend the City Council adopt a resolution approving the applications and authorizing the execution of the following Project and Program Grant Agreements:
- Las Positas College Foundation in the amount of $10,000 for 2025 LPC Literary Arts Festival
- Livermore Arts Association in the amount of $5,800 for 2025 Spring Arts Program
- Livermore Valley Performing Arts Center dba Livermore Valley Arts in the amount of $10,000 for four events in the Cultural Celebration Series

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Las Positas College Foundation

3. Exhibit B - Livermore Art Association
4. Exhibit C - Livermore Valley Arts

5.8 Resolution authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for FY 2024-25.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the execution of a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2024, to June 30, 2025, in the amount of $90,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

5.9 Resolution authorizing the City Manager to sign all documents necessary to authorize a reduction, by an amount not to exceed $125,000, of the principal and accrued interest owed on the promissory note with Ms. Heather Legan for the City-restricted property located at 318 S. Livermore, Unit 112, sufficient to allow for a market-priced sale and repayment of all tax and first mortgage liens owed, real estate and escrow fees, basic repair costs and provide $5,000 of proceeds to the seller for rehousing.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to sign all documents necessary to authorize a reduction, by an amount not to exceed $125,000, of the principal and accrued interest owed on the Promissory Note with Ms. Heather Legan for the City-restricted property located at 318 S. Livermore, Unit 112, sufficient to allow for a market-priced sale and repayment of all tax and first mortgage liens owed, real estate and escrow fees, basic repair costs and provide $5,000 of proceeds to the seller for rehousing.

Staff Report
Attachments:
1. Resolution

5.10 Resolution authorizing execution of a quitclaim deed to Karamjit Singh Nijjar for re-granting abutter's rights at the new driveway location for the Fairfield Inn project located at 220 North Greenville Road.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a quitclaim deed to Karamjit Singh Nijjar for re-granting abutter's rights at the new driveway location for the Fairfield Inn project located at 220 North Greenville Road (also known as Parcel 1 of Parcel Map 8123 filed December 30, 2023) at the location specified in the quitclaim deed.

Staff Report
Attachments:
1. Vicinity Map

2. Re-granting Abutter's Rights - Driveway Locations
3. Resolution
4. Exhibit A - Quitclaim Deed, Abutter's Rights

5.11 Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for seven replacement Ford Hybrid Police Interceptor Utilities in an amount not-to-exceed $459,558.

Recommendation:
Staff recommends the City Council authorize issuance of a purchase order to 72 Hour LLC dba National Auto Fleet Group in Watsonville, California in an amount not-to-exceed $459,558 for seven 2025 hybrid Ford Police Interceptor Utilities.

Staff Report
Attachments:
1. National Auto Fleet Group Sourcewell Contract
2. City of Livermore PD 2025 Quote
3. Resolution

6. PUBLIC HEARINGS

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

6.1 **THIS ITEM IS BEING CONTINUED TO A DATE TO BE DETERMINED**. Resolution authorizing the City Manager to execute a Power Purchase Agreement with Ava Community Energy to install solar and battery storage at critical municipal facilities.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Power Purchase Agreement with Ava Community Energy to install solar and battery storage at critical municipal facilities.

Staff Report

6.2 Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).

Recommendation:
The Planning Commission and staff recommend the City Council take the following actions to authorize the development of the Garaventa Hills residential project:

1. Adopt a resolution certifying the Environmental Impact Report pursuant to the California Environmental Quality Act;
2. Adopt a resolution approving Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005, subject to conditions, and authorizing the applicant to provide six affordable duet units as proposed and to make an equivalency payment to satisfy the remaining fractional portion of the affordable housing requirement; and,

3. Direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Staff Report
Attachments:
1. Location Map
2. 11-12-24 Planning Commission Staff Report
3. 12-4-18 Planning Commission Report with Attachments 4 5 6 7
4. 11-12-24 Planning Commission Comments Received
5. 4-22-19 City Council Report
6. DRAFT Special Planning Commission Meeting Minutes 11.12.24
7. CEQA Resolution
8. Exhibit A PC Reso 36-24, CEQA
9. Exhibit B - Garaventa Hills RP EIR
10. Exhibit C - Facts and Findings
11. Exhibit D - MMRP
12. Project Resolution - City Council
13. Exhibit A- PC Reso 37-24, SUB13-001, SPDR13-005 project
14. Exhibit B - Development Plans
15. Exhibit C - Conditions of Approval

7. MATTERS FOR CONSIDERATION

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

7.1 Resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

Recommendation:
Staff recommends the City Council adopt a resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

Staff Report
Attachments:
1. Resolution

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, December 9, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Beautification Committee annual update presented by Chair Karen Jefferson.

RECOMMENDED ACTION

Staff recommends City Council accept the Beautification Committee annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Marisa Gan
Acting Public Works Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Presentation of the 2024 Beautification Awards.

RECOMMENDED ACTION

Staff recommends City Council accept the Beautification Committee Awards presentation.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Marisa Gan
Acting Public Works Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - October 28, 2024 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2024-10-28

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
OCTOBER 28, 2024

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:45 pm, held in person at 1016 S. Livermore Avenue.

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

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

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

Bun v. City of Livermore, United States District Court Case No. 17-CV-06418-EMC, Ninth Circuit Court of Appeals Case No. 22-16229.

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala stated pursuant to California Government Code section 54957.1(a) I am reporting that in the matter of Bun v. Livermore, the City Council voted unanimously to accept a settlement agreement and full and final

release of all claims signed by the plaintiff that releases the City of Livermore in exchange for a payment on behalf of the City in the amount $550,000.

The case involved a complaint for damages arising from an arrest in 2015.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Confirm Advisory Body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office.

Airport Commission
Reappointment to regular terms ending November 1, 2028.

- Christopher Dombrowski (Pilot)
- Jon Lavine
- Victoria Schellenberger

Beautification Committee
Appointment to an unexpired term ending June 1, 2025, and a regular term ending June 1, 2029.

- John Stein

Commission for the Arts
Reappointment to regular terms ending January 1, 2029

- Laurence Milder
- Natalia Custodio
- Thomasin Dewhurst

Appointment to regular terms ending January 1, 2029

- Cynthia Mccahon
- Tracy Sahn

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

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

ON THE MOTION OF VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENTS.

City Clerk Debbie Elam administered the oath of office.

3.2 Livermore Human Services Commission Annual Update presented by Tracy Nakamura, Chair, Livermore Human Services Commission.

Human Services Commission Chair Tracy Nakamura presented the update.

3.3 Presentation of the 2024 Helen Putnam Award for Excellence in Intergovernmental Collaboration, presented by the League of California Cities East Bay Division Representative Sam Caygill.

Sam Caygill, League of California Cities East Bay Division Representative presented the Helen Putnam Award for Excellence in Intergovernmental Collaboration to the city.

3.4 Presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices, presented by the League of California Cities East Bay Division Representative Sam Caygill.

Sam Caygill, League of California Cities East Bay Division Representative presented the 2024 Beacon Spotlight Award for Sustainability Best Practices to the city.

3.5 Proclamation honoring Tri-Valley Haven during Domestic Violence Awareness Month, presented to Christine Dillman, Executive Director, and to Andleeb Ali, Shelter Manager.

Mayor Marchand presented the proclamation to Andleeb Ali, Shelter Manager of Tri-Valley Haven honoring Tri-Valley Haven during Domestic Violence Month.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

Council Member Kiick left the dais at 7:38 pm.

Council Member Kiick returned to the dais at 7:44 pm.

Greg Scott provided a comment.

Trish Munro provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand re-ordered the agenda and moved Item 5.13 from the Consent Calendar for separate discussion and action after Item 7.3

Mayor Marchand opened the public comment period.

Item 5.8 **Greg Scott** provided a comment.

Items 5.3, 5.4, 5.5, and 5.6 **Alan Marling** provided a comment.

Ruby Lopez-Villarreal provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER KIICK, SECONDED BY COUNCIL MEMBER BRANNING, AND CARRIED ON A 4-0 VOTE, WITH COUNCIL MEMBER BARRIENTOS ABSTAINING DUE TO ABSENCE AT THE OCTOBER 14, 2024 MEETING, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.1.

ON THE MOTION OF COUNCIL MEMBER KIICK, SECONDED BY VICE MAYOR CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEMS 5.2-5.12.

5.1 Approval of draft minutes for October 10, 2024

5.2 Adoption of Ordinance 2166 amending Livermore Development Code Section 11.01.020 definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

5.3 Adoption of Ordinance 2167 amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

5.4 Resolution 2024-178 authorizing Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,725,000, committing necessary matching funds of $575,000, and stating assurances to complete the project for the Arroyo Road Trail Project 2019-55.

5.5 Resolution 2024-179 authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,650,000, committing necessary matching funds of $550,000, and stating assurances to complete the project for the 2022 ATP Bike Lane Improvements Project 2021-14.

5.6 Resolution 2024-180 authorizing the filing of an application for Alameda County Transportation Commission administered funding of $825,000, committing necessary matching funds of $275,000, and stating assurances to complete the project for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

5.7 Resolution 2024-181 establishing new maximum income limits for extremely low-, very low-, low-, median and moderate-income households which shall apply to the City's first-time homebuyer and affordable rental programs; and, establishing maximum for-sale housing prices for the Affordable Homeownership Program which will be effective for homes sold through the program beginning

January 1, 2025, and establishing updated annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

5.8 Resolution 2024-182 authorizing a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the Community Development Block Grant Fund, for the Emergency Shelter Rebuild Project.

5.9 Resolution 2024-183 approving allocation of the Tourism and Special Event Grant monies for July 1, 2024-June 30, 2025, and authorizing the execution of grant agreements consistent with the City's Tourism and Special Events Grant Program.

5.10 Resolution 2024-184 accepting the Livermore Downtown Inc. 2023-2024 Annual Report

5.11 Resolution 2024-185 accepting the Livermore Valley Wine Heritage District 2023-2024 Annual Report.

5.12 Resolution 2024-186 accepting the FY 2023-24 Year-end Budget Report, carrying over previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

ITEM 5.13 WAS MOVED BY THE MAYOR TO BE HEARD AFTER ITEM 7.3

6. PUBLIC HEARINGS

6.1 Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

Recommendation: The Human Services Commission and staff recommended the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

Management Analyst Amy Walker presented the staff report.

Mayor Marchand opened the public hearing.

Greg Scott provided a comment.

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

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

Resolution 2024-187 approving the Housing and Human Service Grant Priorities for Fiscal Years 2025-27

7. MATTERS FOR CONSIDERATION

7.1 Resolution accepting the Altamont Landfill Open Space Committee's recommendation to expend funds from the Open Space Account for a grant in the amount of $56,000 to allow the Alameda County Resources Conservation District and the California Rangeland Trust to conduct an outreach program to educate Alameda County ranchers about permanent conservation easements. The grant also includes monies to establish a revolving fund to help landowners cover up-front appraisal costs.

Recommendation: Staff recommended the City Council the City Council adopt a resolution:

1. Determining that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the funding of the outreach program and revolving fund for appraisal costs, is not a project under the California Environmental Quality Control Act (CEQA);
2. Finding the Open Space Committee's recommendation for the expenditure of $56,000 from the Open Space Account to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust to conduct outreach and establish a revolving fund for appraisal costs, is consistent with the Livermore General Plan;
3. Determining that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities;
4. Accepting the Altamont Landfill Open Space Committee's proposed expenditure of $56,000 from the Altamont Landfill Settlement Agreement Open Space Account; and
5. Directing staff to place future Altamont Landfill Open Space Committee funding concurrences on the consent calendar, consistent with the Alameda County Board of Supervisor's practice.

Associate Planner Jennifer Ackerman presented the staff report.

Mayor Marchand opened the public comment period.

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

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

Resolution 2024-188 accepting the Altamont Landfill Open Space Committee's recommendation to expend funds for the Alameda County Resources Conservation District and California Rangeland Trust grant request in the amount of $56,000 to conduct an outreach program to educate Alameda County ranchers about permanent conservation easements. The grant also includes monies for a revolving fund to cover upfront appraisal costs.

7.2 Resolution approving an amendment to the City Manager's

employment contract.

Recommendation: The Evaluation Subcommittee recommended the City Council adopt a resolution approving an amendment to the City Manager's employment contract.

7.3 Resolution approving an amendment to the City Attorney's employment contract.

Recommendation: The Evaluation Subcommittee recommended the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.

Administrative Service Director Tina Olson presented the staff report.

Mayor Marchand opened the public comment period.

Item 7.2 **Greg Scott** provided a comment.

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

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

Resolution 2024-189 approving 2024 amendment to the City Manager's employment contract.

Resolution 2024-190 approving 2024 amendment to the City Attorney's employment contract.

5.13 Resolution amending the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding the Police Chief), the City Attorney, and City Manager effective November 18, 2024, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

Mayor Marchand opened the public comment period.

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

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

Resolution 2024-191 amending the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding the Police Chief), the City Attorney, and City Manager effective November 18, 2024, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

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.

Bankhead Theater Council Member Barrientos noted his attendance at the Canadian Brass show on October 13, 2024, and American Authors show on October 25, 2024, and encouraged others to attend performances at the theater.

Livermore Downtown Inc. Council Member Branning noted his attendance at the Board Meeting on October 15, 2024.

League of California Cities Council Member Branning noted his attendance at the Annual Conference October 16-18, 2024.

Livermore Amador Valley Transportation Authority (LAVTA) Council Member Branning noted his attendance at the Projects and Services Committee meeting on October 28, 2024.

Livermore Pride Council Member Kiick noted her attendance at the 5th Annual Pride Fest event on October 19, 2024.

City of Livermore/National Aeronautics and Space Administration (NASA) Council Member Kiick encouraged the community to attend the NASA moon tree planting event on October 30, 2024.

City Council directed staff to review the Laguna Beach electric vehicle master plan and what other cities are doing to incorporate electric vehicles into their fleets.

City Council directed staff to review current safety regulations regarding e-bikes and e-scooters with the Livermore Valley Joint Unified School District and determine if additional regulations are needed.

Asbury Methodist Church, Vice Mayor Carling noted his attendance at the celebration of Palestinian culture on October 26, 2024.

9. ADJOURNMENT – at 8:52 pm in memory of Antiono Balcarcel to a Regular City Council Meeting on Monday, November 25, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____

JOHN P. MARCHAND, MAYOR

ATTEST: _____

DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Jason Alcala, City Attorney

SUBJECT: Introduce an omnibus ordinance and waive the first reading making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code and the Livermore Development Code

RECOMMENDED ACTION

Staff recommends the City Council **introduce an omnibus ordinance** and waive the first reading amending various sections of the Livermore Municipal Code and Livermore Development Code to make administrative, technical, and other non-substantive amendments.

SUMMARY

The proposed omnibus ordinance will make several minor changes to the Livermore Municipal Code and the Livermore Development Code (collectively “Livermore Municipal Code” since it is technically part of the Municipal Code). Generally, these changes correct grammatical errors, clarify language, conform the codes to current state law, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments. Additionally, the omnibus ordinance provides an opportunity to update and clarify the Livermore Municipal Code to reflect current practices.

DISCUSSION

An omnibus ordinance is a consolidation of changes on one substantive matter, or as in this case, a consolidation of changes on several minor matters. These items are compiled by staff and combined into one ordinance for the sake of convenience and efficiency. Rather than adopting several ordinances to cover each individual section change to the code, an omnibus allows for the adoption of a single ordinance to make several changes to different sections. An omnibus is advantageous when considering matters that do not ordinarily require lengthy deliberations or are non-substantive. The City annually considers an omnibus ordinance in order to keep the Livermore Municipal Code up to date, accurate, and reflective of City practices. This omnibus ordinance is a consolidation of changes spanning multiple chapters and sections of the Municipal Code, as described in the accompanying ordinance.

Brief explanations of the recommended changes.

In brief, the proposed amendments are as follows

1. Municipal Code

Section 2.68.220 - Grammatical correction

Section 2.68.350 - Grammatical corrections

Section 3.08.150 - Change to reflect City practice for business license exemption for one-day educational performances offered to the public by a governmental entity

Section 6.12.040 - Change to reflect City practice and timing for the issuance of dog license

Section 10.24.010 - Clean-up to reflect the General Plan's elimination of interim truck route after completing of the Isabel Interchange project in 2012, and Resolution No. 2012-050

Title 13 - Correcting position titles and eliminating gender specific pronouns

2. Development Code

Multiple sections - Changes the permit requirements for the "Large family day care" land use in the Child Day Care Facility category from ZUP to P consistent with California Health & Safety Code section 1597.45

ENVIRONMENTAL DETERMINATION

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

FISCAL AND ADMINISTRATIVE IMPACTS

The business license exemption for one-day educational performances offered to the public by a governmental entity will have a de minimis impact on business license tax revenue and increase staff's efficiency for the library's public educational performances.

COMMUNITY PILLAR

5: City That Works

GOAL

15: Uphold the integrity of Livermore's Municipal Code, Development Code, and regulations

ATTACHMENTS

1. Omnibus Ordinance

Prepared by: Jason Alcala
City Attorney

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN OMNIBUS ORDINANCE AMENDING THE LIVERMORE MUNICIPAL CODE AND THE LIVERMORE DEVELOPMENT CODE TO CORRECT GRAMMATICAL ERRORS, CLARIFY LANGUAGE, CONFORM THE CODES TO CURRENT STATE LAW, CONFORM CODES TO ADMINSTRATIVE PRACTICES AND FACTS, AND TO MAKE OTHER ADMINISTRATIVE, TECHNICAL, AND NON-SUBSTANTIVE AMENDMENTS

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

Section 1. ***Purpose.*** This omnibus ordinance makes several changes to the Livermore Municipal Code and the Livermore Development Code to correct grammatical errors, clarify language, conform the codes to current state law, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments.

Section 2. ***Instruction to Publisher.*** The code amendments made by this ordinance are reflected as follows: Deletions are reflected in this ordinance using a ~~strikethrough~~, and new language is underlined. However, language with a ~~strikethrough~~, and the underlines, will not be codified. The codification of this ordinance will only reflect the final language.

Section 3. ***Amendment – Municipal Code.*** The Livermore Municipal Code is hereby amended as follows:

A. Subsection b of Subsection 2 of Section B in Section 2.68.220 *Contract approval authorities* is hereby amended to read as follows to correct a grammatical error:

> "Public works contracts ~~for~~ resulting from informal bidding procedures up to the amount specified in California Public Contract Code Section 22032(b), as set forth in LMC 2.68.530, and change orders to public works contracts consistent with LMC 2.68.590."

B. Subsection a of Subsection 4 of Section B in Section 2.68.220 *Contract approval authorities* is hereby amended to read as follows to clarify the language:

> "Contracts for goods and general services that have a compensation amount up to $150,000, and amendments ~~those~~ to goods and general services contracts consistent with LMC 2.68.230."

C. Subsection b of Subsection 4 of Section B in Section 2.68.220 *Contract approval authorities* is hereby amended to read as follows to clarify the language:

> "Contracts for professional services that have a compensation amount up to $100,000, and amendments ~~those~~ to professional services contracts consistent with LMC 2.68.230."

D. Subsection 3 of Section B in Section 2.68.350 *Competitive negotiation following a request for proposals* is hereby amended to read as follows to correct grammatical errors:

> "Evaluation of Proposals. Submitted proposals shall be evaluated in accordance with the evaluation criteria and process identified in the solicitation document, which may include: evaluation of the written submittals; interviews, presentations and/or product demonstrations as applicable; reference checks; and, other factors as necessary to determine a ~~rank~~ ranked order of proposals."

E. Section 3.08.150 *Exemptions – Nonprofit activities* is amended to add subsection C to read as follows to apply the existing business license exemptions for educational activities in subsection A, and business license exemptions for nonprofits in subsection B, to the provider of one-day educational performances offered to the public by governmental entity, including public libraries:

> "C. No business license shall be required from the provider of a one-day educational performance offered to the public by a governmental entity, which includes public libraries."

F. Subsections A, C, and D in Section 6.12.040 *License – Time for fee payment* are hereby amended to read as follows to adjust the timing for dog license renewals from quarterly to monthly, and to pro-rate a license to half the usual fee when a license cannot be renewed for a full year due to a rabies vaccination expiration date:

> "A. The dog owner shall pay the license fee required by this chapter on an annual basis. ~~The annual period can commence on January 1st, April 1st, July 1st or October 1st."~~
>
> "C. ~~Licenses issued between January 1st and March 31st of each year will be effective until and including December 31st of the ensuing year, or in the case of a three-year license, the 31st day of December of the third year. Likewise, licenses issued between April 1st and June 30th will be effective until March 31st of the ensuing year or the third year, licenses issued between July 1st and September 30th will be effective until June 30th of the following year or the third year, and licenses~~

~~issued between October 1st and December 31st of each year will be effective until September 30th of the following year or the third year~~. License renewals will be processed monthly. A new or renewed license will expire on the last day of the issuance month of the following year for a one-year license or of the third year for a three-year license. The license expiration date cannot be subsequent to the last day of the month of the rabies vaccination expiration."

"D. Proration of fees may apply in special circumstances. If a license cannot be issued for a full year due to the rabies vaccination expiration date, the fee may be pro-rated to half of the full annual fee."

G. Section 10.24.010 *Truck routes designated* is amended to read as follows to eliminate the interim truck route designation for "Kitty Hawk Road between Jack London Boulevard and Airway Boulevard, and for Airway Boulevard between Kitty Hawk Road and Interstate 580" consistent with Resolution No. 2012-050 and General Plan Figure 5-3 and the *Changes to Truck Routes* section on page 5-53 in the *General Plan Circulation Element* now that the Isabel Interchange was completed and State Route 84 was transferred to Isabel Avenue in 2012:

"Isabel Avenue~~, Kitty Hawk Road between Jack London Boulevard and Airway Boulevard, Airway Boulevard between Kitty Hawk Road and Interstate 580, a~~nd East Stanley Boulevard west of Isabel Avenue, within the corporate limits of the City, are hereby declared to be and are established as truck routes, which shall remain unrestricted by any ordinance or regulation of the City as to weight limits or types of vehicles, so long as this section shall remain in effect."

H. The following sections in Title 13 *Public Services* are amended to read as follows to replace gender specific references from "he" to "City Manager" and as otherwise needed to reflect gender neutrality, to reflect the change in title from to the former position title "water resources manager" to the current position title "water resources division manager," to update the reference from "Director" to specifically refer to the "Public Works Director," and to reflect the current titles for other authorized enforcement officials:

13.04.010 "The municipal water department is created, and the operation shall be under the general direction of the City Manager. ~~He~~ The City Manager shall have the authority to organize the water system into one or more city departments, or to integrate part or all of the water system into other city departments and to delegate ~~his~~

authority and responsibility to subordinate officials and employees."

13.08.180, subsection A. "Notice. If the water resources division manager determines that this chapter has been violated and an emergency shutoff is not warranted, the water resources division manager shall send a written notice to the customer explaining the violation. If, within 10 days of receipt of the written notice, the customer has not remedied the violation or requested an administrative hearing, water service to the premises shall be discontinued until the violation has been remedied."

13.08.180, subsection C. "Emergency Shutoffs. In case of fire, or alarm of fire, or any situation which in the opinion of the water resources division manager has the potential to contaminate the City's water supply, or in making emergency repairs, the City shall have the right to shut off water from any consumer or number of consumers without notice, and to keep it shut off as long as it may be necessary. An emergency shutoff may be appealed pursuant to the procedure outlined in LMC 13.08.180(B)."

13.09.020 "The water resources division manager shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If, in the judgment of the water resources division manager, an approved backflow prevention assembly is required at the City's water service connection to any customer's premises, for the safety of the water system, the water resources division manager or his or her designated agent shall give notice in writing to that customer to install an approved backflow prevention assembly at each service connection to the customer's premises. The customer shall immediately install an approved assembly at his or her own expense. The customer's failure, refusal, or inability to immediately install the assembly shall constitute a ground for discontinuing water service to the premises until the assembly has been properly installed."

13.09.030 “The customer may appeal the finding of the water resources division manager that this chapter has been violated to the City Manager pursuant to the procedure outlined in LMC 13.08.180(B).”

13.09.040, subsection A. “ “Approved” means accepted by the water resources division manager as meeting an applicable specification stated or cited in this chapter, or as suitable for the proposed use.”

13.09.040, subsection T. “ “Water resources division manager” means the water resources division manager or his or her designee.”

13.09.090, subsection B. “On any premises where the water resources division manager determines there is water or a substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved double check valve assembly.”

13.09.100 “A customer at any premises where backflow prevention assemblies are installed shall conduct certified inspections and operational tests at least once per year. When the water resources division manager perceives a hazard, he or she may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by a certified tester approved by the water resources division manager. The customer shall notify the water resources division manager in advance when the tests are to be undertaken so that he or she may observe the tests. These devices shall be repaired, overhauled, or replaced at the expense of the customer-user whenever said devices are found to be defective.”

13.09.110 “All backflow prevention assemblies installed before the date upon which the ordinance codified in this chapter becomes effective, which do not meet the requirements of this chapter but were approved devices for their current uses at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements under LMC 13.09.100, be excluded from the requirements of this chapter if the water resources division manager determines that such devices will satisfactorily protect the public water system. Whenever the existing device

is moved from the present location or when the water resources division manager finds that the maintenance constitutes a hazard to health, the unit shall be replaced by a backflow prevention device from the University of Southern California approved backflow assembly list, approved by the water resources division manager, and that meets the requirements of Title 17 of the California Code of Regulations."

13.25.220 "Violations of any provision of this chapter may result in the immediate suspension of any development permit previously issued for the property upon which said violation occurred, until compliance with all the requirements of this chapter is demonstrated to the satisfaction of the Public Works Director."

13.32.120, subsection D. "Any waters or wastes with a pH less than 6.0 or greater than 10.5. The water resources division manager may, at his or her discretion, establish a pH range of 5.0 to 10.5 for specific industrial users provided certain conditions are met, however at no time shall the pH drop below 5.0."

13.45.020, subsection 1, of subsection A. " "Authorized enforcement official" means any of the following city officials: ~~Director of~~ Public Works Director, water resources division manager, ~~water resources assistant manager, water reclamation plant laboratory supervisor, water reclamation plant~~, source control coordinator, and source control inspectors. ~~Inspector, water reclamation plant collection system supervisor and water reclamation plant senior operator~~."

Section 4. ***Amendments – Development Code.*** The Livermore Development Code is hereby amended to read as follows for several code sections to change the permit requirements for the "Large family day care" land use in the Child Day Care Facility category from ZUP to P consistent with California Health & Safety Code section 1597.45:

A. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *T3N Use Table* in Subsection H in Section 3.02.070 *T3 Neighborhood (T3N) Standards* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1, 3]	Specific Use Regulations	Permit Required
Services: General		

Child Day Care Facility Small family day care home Large family day care home Family day care center	6.02.020	 P ~~ZUP~~ P CUP

B. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *T4N Use Table* in Subsection I in Section 3.02.080 *T4 Neighborhood (T4N) Standards* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1, 2]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility Small family day care home Large family day care home Family day care center	6.02.020	 P ~~ZUP~~ P CUP

C. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *T4N-O Use Table* in Subsection H in Section 3.02.090 *T4 Neighborhood-Open (T4N-O) Standards* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1, 3]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility Small family day care home Large family day care home	6.02.020	 P ~~ZUP~~ P

D. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *T4MS-O Use Table* in Subsection H in Section 3.02.100 *T4 Main Street-Open (T4MS-O) Standards* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1,2]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility Small family day care home Large family day care home Family day care center	6.02.020	 P ~~ZUP~~ P CUP

E. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *T4MS Use Table* in Subsection H in Section 3.02.110 *T4 Main Street (T4MS) Standards* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1, 2]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility Small family day care home Large family day care home Family day care center	6.02.020	 P ~~ZUP~~ P CUP

F. The permit requirements for the Child Day Care Facility land use in *the Services: General* category for the *R-R Use Table* in Subsection H in Section 3.03.030 *Residential Rural (R-R) Zone* is hereby amended in part to change its Subsection from "H" to "I" and to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1]	Specific Use Regulations	Permit Required .	
		R-R-1	R-R-3 R-R-5
Services: General			
Child Day Care Facility: Small family day care home	6.02.020	 P	 P

Large family day care home Family day care center		~~ZUP~~ P CUP	~~ZUP~~ P CUP

G. The permit requirements for the Child day Care Facility land use in the *Services: General* category for the *R-S Use Table* in Subsection G in Section 3.03.040 *Suburban Residential (R-S) Zone* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility: Small family day care home Large family day care home Day care center	6.02.020	 P ~~ZUP~~ P CUP

H. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *R-L Use Table* in Subsection G in Section 3.03.050 *Residential Low Density (R-L) Zone* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type[1]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility: Small family day care home Large family day care home Day care center	6.02.020	 P ~~ZUP~~ P CUP

I. The permit requirements for the Child Day Care Facility permit requirement in the *Services: General category* for the *MFR Use Table* in Subsection H in Section 3.03.060 *Multiple Family Residential (MFR) Zone* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility: Small family day care home Large family day care home Day care center	6.02.020	 P ~~ZUP~~ P CUP

J. The permit requirements for the Child Day Care Facility land use in the *Services: General* category for the *Suburban Multiple Residential (RG) Zone - Use Table* in Subsection I in Section 3.03.070 *Suburban Multiple Residential (RG) Zone* is hereby amended in part to read as follows, with the other language in the table remaining unchanged:

Land Use Type [1]	Specific Use Regulations	Permit Required
Services: General		
Child Day Care Facility: Small family day care home Large family day care home Day care center	6.02.020	 P ~~ZUP~~ P CUP

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

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

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

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

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on November 25, 2024, by the following vote:

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

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

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Siemens Industry, Inc. to monitor the fire alarm and burglar alarm systems and inspect, test, and repair the fire alarm and sprinkler systems in multiple city buildings in an amount not-to-exceed $550,000 for a two-year term ending December 31, 2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Siemens Industry, Inc. to monitor the fire alarm and burglar alarm systems and inspect, test, and repair the fire alarm and sprinkler systems in multiple city buildings in an amount not-to-exceed $550,000 for a two-year term ending December 31, 2026.

SUMMARY

Siemens Industry, Inc. currently provides burglar alarm monitoring, fire alarm monitoring and testing, and fire sprinkler inspection and repair at various City facilities. In order to protect the City's investment in a variety of structures and protect the life and safety of its employees and the general public, staff recommends continuing service for inspection, monitoring, and repair of these systems.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with maintaining all City facilities. The current agreement with Siemens Industry, Inc. to perform a combination of burglar alarm monitoring, fire alarm monitoring, fire alarm testing and inspection, fire sprinkler testing, and repair of the fire alarm and fire sprinkler systems at more than 25 City-owned facilities expires December 31, 2024. The proposed agreement will allow for continued fire alarm monitoring and testing and fire sprinkler inspection at all City facilities.

Livermore Municipal Code Section 2.68.370 allows for an exemption to the quotation and bidding requirements if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's. Siemens holds a Sourcewell cooperative purchasing contract #030421-SIE. The City is currently a Sourcewell participating agency and therefore can take advantage of these

competitively bid rates. This cooperative purchasing process meets the requirements of the Livermore Municipal Code. This agreement will ensure that the City continues to receive the lowest rates possible for existing services.

FISCAL AND ADMINISTRATIVE IMPACTS

The total not-to-exceed cost for this two-year agreement is $550,000, which is currently budgeted in a variety of operating funds including the General Fund, Airport, Water, and Sewer enterprise funds.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Agreement

Prepared by: Marisa Gan
Acting Public Works Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Solicitation Number: RFP #030421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089-4547 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment and Products furnished are free from liens and encumbrances at the time of delivery, and are free from defects in materials and workmanship. Vendor warrants that it will perform the Services in a professional and workmanlike manner. The warranties do not apply to software furnished by Vendor. The sole and exclusive warranties for any software are set forth in the applicable Software License. If the Services or Product fail to meet the warranty standards set forth in Article 2.B within the applicable warranty period defined herein, and Sourcewell or the Participating Entity (as applicable) promptly reports such non-conformance to Vendor during the above mentioned warranty period, Vendor shall at its own expense as Sourcewell or the Participating Entity's (as applicable) sole and exclusive remedies for breach of the warranties: (i) for Services, re-perform the relevant Services or, in Vendor's sole discretion, refund Sourcewell or the Participating Entity (as applicable) the pro rata portion of the fees paid to Vendor under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Vendor's discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product Services or parts is limited to the remainder of the original warranty period. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as set forth in the manufacturer's product documentation. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity to the extent legally permissible.

Unless Vendor agrees otherwise in writing, Sourcewell or the Participating Entity (as applicable) will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Vendor to perform its warranty obligations; (iii) transportation to and from the Vendor factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Sourcewell or the Participating Entity (as applicable) with Article 2.B or from their deteriorated condition. All exchanged Products replaced under this warranty will become the property of Vendor.

Sourcewell or the Participating Entity (as applicable) must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the

Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

THE WARRANTIES IN THIS ARTICLE 2.B ARE VENDOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO VENDOR PRODUCTS AND SERVICES. VENDOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

D. LICENSE INTELLECTUAL PROPERTY IN THE PRODUCTS. "Software" means software that is licensed by Vendor to Sourcewell and/or Participating Entities under this Agreement, including any related Documentation. "Documentation" means the explanatory printed or electronic functional specification materials provided by Vendor for the Software, including but not limited to license specifications, instructions for the use of the Software and technical specifications. Subject to the default license in this Article 2.D and any agreement otherwise in the Order, for Software provided under an Order, Sourcewell and/or Participating Entities agrees to comply with any end-user license agreement ("EULA") accompanying such Software and attached to such Order. Vendor hereby grants to Sourcewell and/or Participating Entities a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for software embedded in any Products that is not subject to a separate license or EULA (including installed applications). The license rights and restrictions, warranty, and delivery terms of the separate license or EULA shall govern over any conflicting terms in this Agreement. The license allows Sourcewell and/or Participating Entities only to use such software as embedded in the applicable Product and related Documentation. Vendor hereby assigns and passes through to Sourcewell and/or Participating Entities all of the third-party manufacturers' and licensors' warranties and indemnities for the Products. No other Intellectual Property rights are conveyed in such software unless otherwise agreed in writing by Vendor. Vendor shall retain all other Intellectual Property rights in all Products, Software and Services not expressly licensed herein. "Intellectual Property" or "IP" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and (b) any application or right to apply for the rights referred to in this Section 2.D, and all renewals, extensions and restorations.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within twenty-one days of Sourcewell or the Participating Entity (as applicable) receipt of the Equipment and/or Products. Participating Entities reserve the right to inspect the Equipment and Products within one week's time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, in accordance with all applicable laws, and in accordance with Participating Entity policies and procedures that are provided to Vendor reasonably in advance of arriving at the site, unless is determines that it cannot abide the same in which case, it may decline the work without liability..

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase and Vendor, by their mutual consent.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Reasonably timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;

- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee is a 2% fee to be paid by Vendor to Sourcewell, which is 2% of the actual sales price of the total project(s) consummated under this Agreement between Vendor and Sourcewell and Vendor and the Participating Entities.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal, which is 2% of the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, where there is no good faith dispute of the amount of or requirement to pay such fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities (as applicable), including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, alleging bodily injury, death or damage to a third-party's tangible property, caused by Vendor's negligent acts or omissions. No part of Sourcewell and/or its Participating Entities' site or other property thereof is considered third-party property. Warranty remedies are the exclusive ones for claims of property damages resulting from alleged breaches of the required warranties hereunder. The indemnitee must provide the Vendor with prompt written notice of any third-party claims covered by this Article.

Vendor is not liable for any type of indirect, special, liquidated, exemplary, collateral, incidental or consequential damages. These limitations of liability are effective even if vendor has been advised by buyer of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

To the extent required by applicable law, Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

   c. Such use of the Trademarks (and any sublicense granted under this Article 13) is subject to the prior approval of the grantor of such use rights and is revocable at will by the grantor.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor shall receive reasonable notice of any applicable claim and reasonable assistance by the indemnified party in defending such claims. Vendor shall have the exclusive authority to defend and resolve the claim without adverse interference. In the case of claims for infringement, Vendor shall have the opportunity to remedy the alleged infringement. Vendor shall not be liable for infringement to the extent it is not responsible for the same. The remedy for infringement claims set forth in this Section are the exclusive remedies for the same.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract, without regard to its conflict of law principles. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
6/3/2021 | 6:41 AM CDT
Date: _____

Siemens Industry, Inc.

DocuSigned by:
C8962877B4634FA...

By: _____
Dana Soukup
Title: RSS RAM President
6/3/2021 | 7:03 AM PDT
Date: _____

DocuSigned by:
Peter Kamps
A4AFA8BF8EF94CA...

By: _____
Peter Kamps
Title: RSS RAM Head of Finance
6/3/2021 | 8:16 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
6/3/2021 | 9:20 AM CDT
Date: _____

DS
kG

RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name:	Siemens Industry, Inc.
Does your company conduct business under any other name? If yes, please state:	Siemens Government Technologies, Inc.
Address:	1000 Deerfield Parkway Buffalo Grove, IL 60089-4547
Contact:	Toni Stoddard
Email:	toni.stoddard@siemensgovt.com
Phone:	703-689-1472
HST#:	13-2762488

Submission Details

Created On:	Wednesday February 03, 2021 08:37:02
Submitted On:	Thursday March 04, 2021 15:24:02
Submitted By:	Toni Stoddard
Email:	toni.stoddard@siemensgovt.com
Transaction #:	19099564-fff0-4f5b-aaa1-fc500a93ba99
Submitter's IP Address:	206.16.236.140

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Siemens Industry, Inc.	*
2	Proposer Address:	1000 Deerfield Parkway Buffalo Grove, IL 60089-4547	*
3	Proposer website address:	www.siemens.com/us	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Beverly Lester, Sr. Manager Support Services - Contracts Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089-4547 beverly.lester@siemensgovt.com (571) 379-1092	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Toni Stoddard, Contracts Manager Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089-4547 toni.stoddard@siemensgovt.com (703) 689-1472	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beverly Lester, Sr. Manager Support Services - Contracts Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089-4547 beverly.lester@siemensgovt.com (571) 379-1092	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Siemens is a global innovator focusing on digitalization, electrification and automation for the process and manufacturing industries and is a leader in power generation and distribution, intelligent infrastructure, and distributed energy systems. For more than 160 years, the company has developed technologies that support multiple American industries including manufacturing, energy, healthcare, and infrastructure. Major sectors for the business include Industry, Infrastructure and Cities, Energy, Healthcare, Siemens Financial Services, and "other" (Corporate Research, Real Estate, Consultancy, and Siemens Foundation). We are an industry leader in mobility systems, energy, building technology (automation, fire and security, control products and Systems). Siemens Smart infrastructure supports the way we all want to live – happily, comfortably, sustainably, and in harmony. It supports the way industry and organizations want to be – efficient, responsible, and smarter. This link has more detail: https://new.siemens.com/us/en/company/about/businesses/smart-infrastructure.html	*
8	What are your company's expectations in the event of an award?	Siemens' use of the Sourcewell contract will continue to be promoted internally to the sales teams and externally with our Sourcewell eligible customers. Our sales teams will be trained to lead with the benefits of using a pre-awarded contract, specifically Sourcewell, with negotiated terms and conditions to include pricing. If awarded a Sourcewell contract, there will a renewed emphasis on increasing the utilization of the Contract through our training and marketing approaches.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Siemens Industry, Inc. (SII) is not a publicly traded company and does not release separate company financial statements. SII is a subsidiary member of the Siemens AG corporate group - a multi-national, multibillion-dollar company whose shares are listed on the Deutsche Boerse (Exchange) of Germany. As such, Siemens AG prepares consolidated financial statements audited by the independent public accounting firm of Ernst & Young GmbH. A copy of Siemens AG most recent annual report, including the audited financial statements, can be found and downloaded at www.siemens.com through the "Investor Relations" link. We have included the most recent audited Siemens Financial Statements.	*
10	What is your US market share for the solutions that you are proposing?	The Siemens US 2020 market share for the solutions proposed: Automation Services and Solutions – 25.4% Fire Services and Solutions – 10.8% Security Services and Solutions – 1.4% Energy Solutions – 6.1% Electrical Services - .3% Building Control Products – 6.4%	*
11	What is your Canadian market share for the solutions that you are proposing?	Siemens has multiple branch locations/cities that all service government and education segments. It would be difficult to pull the Canadian market share data.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Siemens is a manufacturer of building automation, fire and a limited number of security products. Siemens provides the service associated with these products to include design, installation, service, repair and maintenance across a broad spectrum of technical disciplines. Siemens employs a team of thousands of professional personnel spread across all sales offices to provide the required service and support. Additionally, Siemens has partnered with numerous Value Added Partners (VAPs) that are certified to perform service on the products offered on this contract. The combination of the Siemens' personnel and the VAP personnel ensures that our customers always have a service provider in close proximity.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Automation: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of building automation systems. Management, engineering, and designer certifications include (but are not limited to): • PE – Professional Engineer • CMVP – Certified Measurement and Verification Professional • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • FMA – Facilities Management Administrators Designation • CDT – Construction Documents Technology • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy Practitioners • OSHA 30 Certification • OSHA 1910 Certification • OSHA 1926 Certification • NFPA 70 Electrical Safety Fire: Siemens' personnel are certified in accordance with the NFPA 72 (National Fire Alarm 1 Code) of which certifications are required for the sales, service, design and commissioning of fire alarm and detection systems. Supervisors are certified to NICET III standards and fire alarm technicians and those involved in monitoring fire systems hold the following certifications: (1) TFM 11 (Fire Alarm statute and rules) (2) TFM 12 (Fire Alarm technical) (3) TFM 14 (Fire Alarm monitoring) Siemens also holds General Contractor and Electrical Contractor licenses. Note that all of Siemens local/regional service offices nationally are responsible to research, document, obtain and maintain the required National, State, County and Municipal Licenses, Local Business, Contracting Licenses and Certifications.	

		Security: Siemens' personnel are certified in accordance with industry standard, and state requirements which are required for sales, service, design, and commissioning of electronic security systems. In addition to industry and association certifications, Siemens' technicians are trained and certified through individual manufacturer programs for installation, programming, and servicing of those systems. Manufacturer certification is obtained prior to performing any onsite work. Management, engineering, and designer certifications include: • PSP (Physical Security Professional) • CPP (Certified Protection Professional) • Axis Certified Professional Technicians are certified as required by state agencies, which vary across the U.S. In addition to meeting state requirements for performing as an alarm company and technician, Siemens' employees hold such certifications as: Electronic Security Association (ESA) certification • CAT (Certified Alarm Technician) Electronics Technicians Association (ETA) • CAST (Certified Alarm Security Technician) • ESNT (Electronic Security Networking Technician) NICET • VSST (Video Security Systems Technician) Manufacturer specific Certifications (sampling) • Siveillance • SiPass • Genetec • Lenel • American Dynamics • Exacq • Software House • Milestone • Bosch Mechanical / Energy: Siemens' personnel are certified in accordance with industry standards, and state requirements which are required for sales, service, design, and commissioning of energy systems. Management, engineering and designer certifications include (but are not limited to): • CEM – Certified Energy Manager • PE – Professional Engineer • PMP – Project Management Professional • PM @ Siemens Certification • LEED AP / LEED GA • GGP – Green Globes Professional • GBE – Green Building Engineer • CDT – Construction Documents Technology • REP – Renewable Energy Professional • EIT – Certification of Engineer in Training • NABCEP – North American Board of Certified Energy Practitioners	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable. Siemens has never been debarred or suspended.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Public recognition and awards: Siemens was named as Fortune Magazines World's Most Admired Companies; Siemens received the 2019 HIRE Vets Medallion Award; US Veterans Magazine Names Siemens Best of the Best; Siemens was recognized as One of the Forbes Best Employers for Diversity; Siemens earns a Perfect Score on the Corporate Equality Index - Best Places to Work for LGBTQ Equality; Siemens was named a Top Supporter of HBCUs	*
17	What percentage of your sales are to the governmental sector in the past three years	10% of the total Smart Infrastructure sales are government to include federal, state and local.	*
18	What percentage of your sales are to the education sector in the past three years	20% of the total Smart Infrastructure sales are in the education sector (K-12: 7%; higher education: 13%).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): $5,090,978; Ohio State Term Schedule (OSTS): $5,733,621; New York Office of General Services (NYOGS): $21,000,000; Sourcewell: $20,617,356	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule 84 #GS-07F-217CA: $101,791,538; GSA Schedule 03FAC #GS-06F-0033P: $14,646,885; GSA Schedule 56 #GS-07F-0580N: $1,721,470	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oxford Hills School District, South Paris, ME	Catherine Fanjoy Coffey	(207) 743-8972	*
Hillsboro-Deering School District, Hillsboro, NH	James Bailey	(603) 464-1141	*
MSAD 52, Turner, ME	Daniel Labrie	(207) 225-1021	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Texas State University System	Education	Texas - TX	Siemens is a sole-source partner and has been a trusted advisor to Texas State University for many years. The relationship has heavily involved the use of Sourcewell to quote and deliver service projects. Sourcewell has helped to deliver key Desigo DCC HVAC migrations campus-wide, and there are future plans around leveraging Sourcewell to deliver Navigator and FDD within the next year. TSU is 90% solutions, so the contract sizes range anywhere between $100,000 to $250,000 a year.	$50,000 to $200,000	$400,000	*

Sitka Mount Edgecumbe High School (MEHS)	Education	Alaska - AK	MEHS is a State of Alaska funded High School Campus for students from rural areas of Alaska. As a strong partner with the State of Alaska, Siemens was awarded an Energy Services contract through a competitive RFP which led to the installation of a Siemens supported Access Control and Video Management system with contingency funding. A few years after this project was complete, the site had a need to expand their existing Video Management system, and an easy contract vehicle to utilize was the NJPA (now Sourcewell). Siemens was awarded a contract for $147,000.00 to furnish a turnkey installation of a Video Management system for their living quarters section of the campus, as an expansion of their existing system.	$147,000	$147,000	*
Anchorage School District	Education	Alaska - AK	Siemens was awarded a contract via a competitive RFP in 2013 to provide software and integration services for an enterprise level Video Management Software. Once this contract term expired, the school district needed an effective means of continuing to expand their Video Management system to additional schools as funding became available. Again, Siemens turned to the NJPA (now Sourcewell) as a contract vehicle already accepted by the School District procurement office. The contract vehicle has been used to award Siemens more than $500,000.00 in work since it's introduction.	$100,000 to $165,000	$500,000	*
National Institutes of Health	Government	Maryland - MD	BPA for Maintenance and Upgrade Support, Time and Material for Emergency Repairs, and other products or services that may be needed during the period of performance related to the Building Automation Systems throughout the campus.	$6,614,461.80	$6,614,461.80	*
GSA Clark Federal Building	Government	Illinois - IL	Complete removal and replacement of the Fire Alarm Life Safety system including the utilization of Mass Notification capabilities, i.e., visual indicators and flat screens.	$450,000.00	$450,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	Siemens has a broad and geographically dispersed sales and support organization that covers the U.S. and Canada. Siemens employs over 9,000 sales and support personnel across 98 sales offices in Canada and the United States. Coverage is dispersed across Canada (9 sales offices), Alaska (3 sales offices), Puerto Rico (1 sales office) and the United States (85 sales offices). The U.S. market is covered through 9 distinct zones and the Siemens Government Technologies, Inc. (SGT) entity. Each zone has a separate fire, safety, and security organization with sales and support personnel dedicated and trained in each of the 3 business lines. Sales dedicated resources include approximately 300 dedicated fire professionals and 200 dedicated security systems sales. In addition, Siemens backs this group with subject matter experts (SME) from the center of competency (CoC) headquartered in Buffalo Grove, IL.	*
24	Dealer network or other distribution methods.	In addition to the Siemens' branches and sales offices, there are approximately 320 authorized distributors in the U.S. for Fire Products and over 100 dealers for Control (automation) products. This vast network of distributors and Value-Added Partners (VAPs) is managed by a team dedicated to tracking sales, technical certifications and regional coverage. Siemens will not use contract 'dealers or resellers' to represent Siemens on the Sourcewell contract. Siemens never allows another entity/company to represent us on our contracts. We have product distributors and VAPs that provide certified service. However, Siemens will be the prime contractor solely responsible to the customer at all times for the performance of an order and the project.	*
25	Service force.	Service: Siemens expanded its portfolio of service offerings and improved service delivery and service outcomes. • Responsiveness: Achieved a 60% reduction in the time it takes to complete a service call or resolve an issue after receiving a customer request. • Staff: Added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Siemens employs over 9,000 sales and support personnel across 110 offices in Canada and the United States. We routinely design service and support procedures with committed response times from our branch locations. Each will differ according to customer requirements but will be backed by support professionals trained and certified with the technology purchased by the customer. The Siemens Smart Infrastructure Customer Excellence team is focused on understanding what is important to our customers. Our programs allow us to keep a pulse on how our customers feel about doing business with us and provide an avenue for customers to escalate concerns for quick and complete resolution. We are committed to improving the quality, support, and services our customers need and create value by collecting and analyzing all feedback to continuously improve the customer experience. The Voice of the Customer program is based on listening to our customers, engaging with our customers through closed loop processes, and exceeding our customers' expectations by going above and beyond. The Customer Advocate program was introduced to help build stronger relationships, bring greater transparency to customer issues and concerns, and foster continuous improvement internally. Our Customer Advocates have completed over 1,000 interviews with our customers over the last year. Customer Elevate is our organization-wide commitment to quick and complete problem resolution. The program exists to ensure that issues not being successfully addressed at the local level are brought to the attention of senior management to be resolved quickly, completely, and to the customers' total satisfaction. • Customer Loyalty: The customer loyalty score rose by 2%. The loyalty metric measures the likelihood that a customer intends to continue doing business with us. • Referral Rate: The customer referral rate showed a 19% increase in the number of customers that will actively refer Siemens Smart Infrastructure to others. • Overall Customer Satisfaction: The overall Customer Satisfaction Index improved by 4% over the last two years. The satisfaction metric measures a customer's overall satisfaction with their experience with us. As a result of actively listening and responding to customer insight, Siemens Smart Infrastructure implemented new programs and focused on ongoing improvements over the past two years to directly address customers' specific concerns. • Service--expanded our portfolio of service offerings, improved service delivery and service outcomes, introduced digital services offerings for remote service, and introduced the service portal that allows customers to track their service notifications and status. • Responsiveness--achieved a 54% reduction over the last year for the time it takes to resolve an issue after receiving a customer request. • Staff--Added certified experts in the field to properly address our customers' specific needs plus more robust recruitment and training programs to ensure the highest levels of professionalism, knowledge, and expertise and employee engagement.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Siemens' US customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business. Siemens is a security industry leader and is certified to supply, install, and service the following types of access control equipment: Sipass, Software House, and Genetec as well as the following video surveillance platforms: Siveillance, Milestone, and Genetec. This also includes peripheral devices, including cameras, burglar alarm devices, and other security equipment as a majority of all brands.	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Siemens' Canadian customers enjoy the advantage of Siemens Smart Infrastructure Regional Solutions & Services (SI RSS) ability to meet the growing demand for integrated solutions that can be implemented worldwide through the development of global platforms utilizing the worldwide network of Siemens' companies. The SI RSS Division can create synergies with sister Siemens companies making it easier for customers who want a convenient, one-stop provider for all their building infrastructure needs. We offer all the required products, systems, and solutions from a single source to safeguard the continuity of your business. Siemens is a security industry leader and are certified to supply, install, and service the following types of access control equipment: Sipass, Software House, Genetec, as well as the following video surveillance platforms: Siveillance, Milestone and Genetec. This also includes peripheral devices, including cameras, burglar alarm devices and other security equipment as a majority of all brands.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in Canada we cannot service. In Canada, Siemens Smart Infrastructure Division employs over 800 people and provides a full range of services and solutions from 10 branch locations coast-to-coast, as well as additional regional support offices. Siemens backs this group with subject matter experts from the Center of Competency (CoC) headquartered in Buffalo Grove, IL	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no market areas that we cannot service in the US and Canada.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions to support Hawaii, Alaska, or in US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Siemens Marketing Communications strategy for promoting the Sourcewell contract includes: Dedicated webpage with technical content and links to the Contract; Marketing flyer (similar to the attached sample); Internal and external Webinars with vertical market customers such as Education, Healthcare, and Airports; Social Media posts to reach a broad Siemens' customer base; and internal sales training to promote contract utilization.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Siemens has a dedicated webpage for the Sourcewell Contract that includes a description of the Sourcewell Cooperative Purchasing Contract with a link to the Sourcewell site. Siemens contract-specific information will include a description of the products and services offered, FAQs about how to request and respond to a proposal, and the tracking of hits, downloads, etc. Siemens social media sites include Twitter, LinkedIn, and Facebook. Siemens tracks likes, shares, etc., for all of our social media sites. This data is analyzed regularly to determine the effectiveness of the information presented. Internally, Siemens uses the Amplify platform, which allows Siemens employees, including upper management, to share Siemens social media posts to their personal accounts for a broader distribution of the information.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Siemens views Sourcewell's role on this contract as a partner to promote overall contract utilization with Sourcewell customers. Sourcewell provides valuable market information that is shared with the Siemens' vertical market sales teams. The Siemens sales applications (SalesForce, Turbo and SAP) have been updated to include the Sourcewell contract in the opportunity and order processes. These applications track an opportunity from initial identification through final order closeout. The Siemens on-boarding process for new employees has been updated to include the Sourcewell contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Siemens' products and services offered on the Sourcewell Contract are not commodity based. The projects associated with building automation, fire and life safety and security require discussions with customers to ensure requirements are tailored to specific needs. Therefore, these offerings do not lend themselves to e-procurement. However, there is a Siemens commercial site for ordering spare parts, etc., but this site does not use any Contract pricing and is not subject to the Contract terms. Siemens recommends that all Sourcewell orders go through the standard ordering process that includes a Siemens sales representative.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Siemens offers both free and fee-based training programs depending on the system purchased. We offer a partner program for resellers of Siemens fire products where maintenance service training is typically offered. At an end user level, we teach our clients how to detect certain error conditions to determine the severity level and appropriate remediation.	*
37	Describe any technological advances that your proposed products or services offer.	Our proposed products and services offer many new technological advances with much more to come given current R&D and technology innovation trends. Products are becoming faster, smarter, and better able to integrate and communicate. Siemens' open platform based offerings enable devices from Siemens and third-party vendors to easily communicate; cloud-based analytics to support remote operations and predictive maintenance programs; artificial intelligence to drive machine learning and continuous systems optimization (for example, when applied to basic HVAC systems); integrated smart security and life safety systems (for example, deploying advanced video analytics, access control and mass notification functions); and IoT applications based on multi-variable sensing technology that can provide buildings, space and asset management and optimization from a single platform.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Siemens is a world leader in sustainability management. A large percentage of our Building Automation Engineers are LEED. We offer programs to enable Cities and campuses the education that will guide the implementation of a cleaner, greener organization. Siemens has a US Sustainability Division that focuses on advancing the company’s own decarbonization strategies to continue on its path toward becoming 100% carbon neutral by 2030. The Sustainability Division will manage the implementation of U.S. programs that support its carbon neutral goals, including the ongoing transition to a zero-emission fleet, installing the requisite electric vehicle infrastructure at targeted locations, identifying distributed energy and energy efficiency projects across key Siemens U.S. sites, and working with internal and external stakeholders and partners to help the company‘s customers meet their own sustainability targets. Siemens was the first industrial company to pledge to become 100 percent carbon neutral by 2030 and announced this past December it has successfully passed the halfway mark.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not applicable. Siemens is a Large business.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Siemens, we deliver smarter schools and buildings that deliver safe, secure, and comfortable learning and work environments that are also efficient and sustainable. A smart building, school, or campus from Siemens leverages data to create adaptable, people-centric environments that organizations rely upon. Our Smart Infrastructure division was created to deliver the highest value products and integrated solutions across building automation, fire and life safety, security, energy, and grid edge. Our uniquely comprehensive solutions portfolio leverages investments in digitalization, integration, artificial intelligence, cloud-based analytics, and IoT to meet our customers expanding challenges and expectations. As an industry leading partner to schools, businesses, and government, we are quick to respond to our customers' changing landscape. For example, our Come Back with Confidence portfolio was designed to help schools, institutions of higher education, government, and businesses reopen and stay open. This portfolio consists of our Smart Air Quality program designed to offer a toolkit of scientifically proven technologies to mitigate the risks of COVID-19 transmission and to provide lasting benefits. In addition to new technology applications (needle point bipolar Ionization, Xenon pulsed ultraviolet light, and high-performance filtration), much can be done through the upgrade, cleaning, and reprogramming of existing HVAC Infrastructure. The Center for Disease Control's (CDC) very recent update of its Operational Strategy for Reopening Schools (developed consistent with ASHRAE's Epidemic Task Force Guidance for Schools and Universities) places strong emphasis on ventilation. This includes upgrading aging mechanical and controls infrastructure to provide well-controlled, ventilated, and healthy indoor environments. Additionally, the CDC continues to emphasize social distancing, contact tracing, access control, and security. The perceived value of remote monitoring and control has been elevated through our pandemic experience. Siemens has a lot to offer in response to these heightened priorities. This includes Life Safety and Security Offerings (for example, thermal cameras, video analytics and access control, mass notification); remote digital services (monitoring, ventilation and occupancy-based controls; AI-driven optimization with programmed COVID-mitigation strategies (Dynamic VAV Optimization)) and IoT Solutions to support contact tracing and people and space management via our Enlighted and Comfy platforms. The breadth of Siemens portfolio, expertise, and integration experience positions us to develop and implement customized solutions for our customers.	*

Table 9: Warranty/Performance Standards or Guarantees

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. The proposer warrants that all products, equipment, supplies and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	Siemens adheres to industry standards for workmanship and warranties. Whenever there is a manufacturer's warranty for 3rd party material, it is passed along to our clients. In cases where Siemens material is used, the warranty is typically 12 months for the material (exceptions exist for longer warranty periods on some material). Warranties for emergency repairs that are labor only are for 90 days and any project work or large component replacement is for 12 months, unless stated otherwise.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. The technician's travel time and mileage are covered in the standard warranty.	*
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	For the US and Canada - No. Each geographical region has the resources to provide service warranty work. Customers will be provided detailed information on how to access warranty service at the time of proposal.	*

47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
48	What are your proposed exchange and return programs and policies?	Siemens warrants that all products, equipment, supplies. and services delivered under this Contract shall be covered by the industry standard or better warranty based on the vendor's standard commercial warranty.	*
49	Describe any service contract options for the items included in your proposal.	Siemens' customers can choose a customer service plan that meets the specific needs of their environment and technical requirements. Siemens Advantage Services offers four different service plan levels that allow the Customer to tailor the service program to meet the specific requirements for responsiveness, support, and budget management. The service level plans are segmented by the response time a customer needs for emergency and non-emergency problems as well as whether labor and material are covered in the service agreement. The plan details, or attributes, define the customer's service experience including when calls are taken from the customer and when we will provide service. Ultimately, an Advantage Services agreement combines a service plan with a service package. It is the goal of Siemens to train Customer Staff on operation of the Integrated Solution. Having an expert "on-staff' is an invaluable tool in managing a successfully integrated solution. The Platinum Advantage Services plan is designed for customers who experience serious business interruptions if critical building systems fail. When emergencies occur, Siemens experts will be on site within four hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens staff will be on site within eight hours 24x7. In addition to the peace of mind that comes from knowing equipment downtime is minimized, the Platinum plan also eliminates budget surprises. All repair and replacement parts and labor for equipment covered by the plan are included in the service contract. The service program begins with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Software support and updates are another important aspect of keeping the system functioning optimally and are provided as they are issued and as applicable to the system under the Platinum plan. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility. Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Platinum Advantage Services Plan is confidence in the operation of your critical building technology and the comfort, occupant safety, and security of your facility. With the Platinum plan, Siemens offers unsurpassed commitment in fast and efficient repair services. No other plan offers greater support, faster on-site response time, more hours of coverage, or a wider range of services. The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their building systems. Siemens' service team of factory-trained experts handles maintenance and repairs quickly and efficiently. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7. In addition to the peace of mind that comes from knowing system downtime is minimized, the Gold plan also helps customers plan, budget, and control their operating costs. All labor for repairs and replacements are included in the plan while parts are billed at the negotiated material discount outlined in the Contract. If requested, the service program can begin with a technology audit by our highly trained professionals that pinpoints any existing problems with the system. Audits are billed at the negotiated labor rate outlined in the Contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep equipment running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Gold Advantage Services plan is an optimal level of building comfort, occupant safety, and security. The Silver Advantage Services plan is an economical choice for customers that want a reliable back-up support for their maintenance staff so they can	*

		minimize the downtime of building systems and equipment. The Silver plan is a balance between price and performance that provides on-site response by our team of factory-trained local experts on the next regularly scheduled business day Monday through Friday. Labor to repair or replace parts is included in the Silver Plan and parts are billed at the negotiated material discount outlined in the contract. Software support and updates are another important aspect of keeping the system functioning optimally and are provided, as applicable, during scheduled preventive maintenance visits. Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems in your facility. Siemens site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Silver Advantage Services plan is reliable building comfort, occupant safety and security. The Bronze Advantage Services plan is an economical choice for customers that need occasional expert support for their maintenance staff so they can minimize the downtime of building systems and equipment. If requested, the Bronze plan provides on-site response by our team of factory-trained local experts at the negotiated labor discount outlined in the Contract. The Bronze plan also meets the need for specific services where the expertise of Siemens staff is required. Labor, parts, and software support and upgrades are billed according to negotiated rates outlined in the Contract. The plan also includes operator coaching, which provides another layer of confidence by helping your staff identify, verify, and resolve problems in performing tasks to keep your systems running smoothly. During coaching sessions, we address specific issues concerning the use of the systems. In addition, Siemens patented site360TM service provides a user-friendly Web interface that gives customers instant access to status reports and order placement at any time. The result of the Bronze Advantage Services plan is economical support for building comfort, occupant safety, and security.	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30 days	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Siemens offers customers all-encompassing financing solutions that reach across Siemens' entire industrial portfolio. Combining engineering excellence with financial solutions, Siemens is working towards enabling the digital transformation for organizations across industries. Focusing on critical infrastructure, sustainable energy production, the next generation of healthcare, and digitalizing our manufacturing floor, Siemens' financial solutions are customized to ensure your next business investment drives value for your organization. Siemens' aim is to improve processes and performance, making the workplace more efficient, or simply offering our customers the best experience possible. Siemens finances the equipment and technology needed to meet customer goals by helping with optimizing cash flow and increasing financial flexibility while meeting stakeholder requirements. Siemens' offers a wide range of finance products such as equipment leasing and rental, loans, and credit facilities. Siemens is committed to providing tailored solutions including energy-efficiency programs and other usage-based financing plans, as well as bundled service and partnership contracts. Financed assets are supported across their entire life span up to end-of-term services.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Siemens does not intend to use dealers acting on behalf of Siemens under this Contract. Sourcewell orders will follow the same process as all other contract orders. Step 1 - At the identification of an opportunity the sales representative enters the customer/opportunity information into the SieSales (SalesForce) application. This information is maintained as the opportunity progresses to award. Step 2 - The sales representative will begin the 'order booking' process in SieSales. The opportunity information is flagged with the Sourcewell contract number in addtion to other relevant data for the order (date of award, amount of award, etc.) and automatically migrates to an application called Turbo. Step 3 - All orders, including Sourcewell orders, go through a series of reviews prior to the final approval for booking (Legal, Contracts, Finance, Sales Managment). After the final review by these departments, the order goes to the final booking coordinator via the workflow process in the Turbo application. Step 4 - When the order has been fully booked via the Turbo application, the order data is migrated to the Siemens' ERP System, SAP. SAP is the financial system of record. Any actions on the order are tracked in SAP. Costs are applied as the order is performed. If the order allows progress payments, invoices are issued to the customer based on the percentage of project completion. If invoicing is only allowed at the conclusion of the project, there is a SAP system trigger that generates the final invoice when all costs have been applied. Step 5 - At the end of each quarter, a Sourcewell sales report will be generated. The Sourcewell orders are validated by Finance and Contracts. The Siemens Finance point of contact then enters the quarterly sales information into a request for payment of the Sourcewell fee.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Siemens accepts credit card (P-card) payments with no additional fee for customers.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is presented as line item and per labor category pricing. Prices shown are discounted from Siemens Industry MSRP/List Price based on the discounts given to Siemens' Most Favored Customers for both products and labor. Additional discounts may be available at the time of proposal. The final proposal price for Canadian customers will be based on the U.S. price plus the application of the USDCAD exchange rate posted by the Bank of Canada on the date of the proposal.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Siemens offers Sourcewell discounts off the MSRP/List Price per the following: • Products o Building Automation – 20.17% to 81.14% o Fire – 46.84% to 80.28% o Security – 7.14% to 86.35% • Labor – average discount is 40.04%	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered and offered at the time of proposal.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market or open sourced products will be offered discounted in the same manner as the contract products.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The prices proposed herein are item costs and do not include any applicable tax such as State Tax or, in some cases, Use Tax. If applied, taxes will be listed as separate line items on the quote and the resulting invoice.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Sourcewell prices for all products and services are inclusive of all standard shipping, delivery and freight charges within the continental U.S. (CONUS). If products are to be shipped outside of the continental U.S. (OCONUS), we reserve the right to charge additional shipping costs. Expedited shipping charges are not included in the Sourcewell price.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs to OCONUS customer sites are charged at the carriers standard shipping rates to include expedited or other special delivery requests.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Siemens can accommodate expedited delivery or other unique delivery requirements if known at the time of proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b. In the US, Siemens is offering product and services pricing based on the prices offered to our Most Favored Customers (MFC). Our MFC pricing is reserved for certain strategic customers and represents discounts as high as over 80% across Automation, Fire and Security products and 40% on labor. In Canada, the current Bank of Canada exchange rate will be applied to the US Sourcewell price at the time of proposal. For this proposal, the Canadian prices have been presented at the Bank of Canada exchange rate effective March 3, 2021.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Siemens uses a 'check and balance' approach to the sales proposal process as well as the reporting process. Siemens Government Technologies, Inc. (SGT) is an entity that is legally separate from the Siemens Industry, Inc. (SII) entity. SGT operates under a Special Security Agreement (SSA) that allows SGT to hold security clearances. In addition to this function, SGT provides expertise in government contracts and operations. The SGT State Contracts team administers and manages all state contracts held by SII. This means all price proposals are reviewed by the SGT Contracts team prior to submission to the customer. The price and scope of work is reviewed for compliance with the contract terms. The SII sales teams rely on the SGT team to provide guidance when using the Sourcewell contract. After a Sourcewell order is received from a customer, the SGT Contracts team then reviews the order in our Turbo sales application prior to releasing the order for booking. For the reporting process, SII has designated a finance person to run reports quarterly from the Siemens SAP system to identify Sourcewell orders. The SGT Contracts team then takes the quarterly report and compares it to orders reviewed throughout the quarter to validate that all orders are accurately reported. The SGT Contracts team then calculates the Sourcewell fee to be paid and submits the fee amount with approval to pay to the SII finance point of contact. In all processes there are at least two people involved to ensure the integrity of the data.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Siemens proposes that we apply an administrative 2% fee as a percentage of sales. The fee will not be shown on the proposal as a separate line item.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Siemens portfolio of offering under this contract includes solution and services for: • Building automation • Fire safety • Security • Energy resilience and smart grids • Command and control systems • Power management • Electrical services Our intelligent building automation control systems, such as Desigo™ CC, provide an integrated approach to managing and controlling facilities with a flexible, easy-to-use interface. Desigo CC delivers facility-wide efficiencies, cost-effective information sharing, and improved event management and decision-making. It integrates your security, fire, and energy management systems to give you a consistent, single view of facility operations. Desigo CC can also integrate new energy automation and smart grid solutions as you deploy them to enhance resiliency and future-proof your infrastructure. Our fire extinguishing offering is based on almost 110 years in extinguishing and more than 170 years in fire safety. To make sure that the solutions exactly fit your needs, they can be tailored to specific applications, risks of fire as well as local requirements and regulations. The advanced systems can be seamlessly integrated into the fire safety solutions. As the systems are designed for easy installation and operation, you can rest assured that people, assets, processes, and the environment are safe. As a trusted partner for energy-efficient infrastructure, we ensure that energy is managed effectively using our comprehensive Total Energy Management approach. On the facility level, we design and implement improvements in accordance with the U.S. Green Building Council's LEED® Certification and ENERGY STAR® requirements. Our low- and medium-voltage power distribution systems create reliable and economical backbone for electrical systems. Through energy automation and smart grid solutions, we provide future-proof solutions that help you evolve with our changing world and meet new demands for resiliency. Siemens ensures maximum reliability with electrical services. The costs of operating inefficient or unsafe power systems can be great in terms of safety, performance, and lost productivity. Electrical services help you increase both uptime and efficiency and improve the bottom line. Services include preventive maintenance, service agreements, emergency services, technical support, power systems engineering, and electrical system modernization solutions.
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Categories/Subcategories: • Building automation • Control Systems • Fire and Life safety • Fire Products and Services • Fire Safety Services and Solutions • Fire Safety Security Modernization • Security • SiPass Integrated • Siveillance Control • Security Services • Energy resilience and smart grids • Energy Efficiency • Total Energy Management • Energy Automation and Smart Grid • Command and control systems • Power management • Low Voltage Power Distribution • Medium Voltage Power Distribution • Electrical services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
67	Alarm, alert, and signal systems	Yes / No	Siemens fire alarm systems provide unbeatable accuracy and ease-of-use for building personnel, installers, and firefighters. All the features that make them simple to handle are designed to reduce costs over the life of the system. From flexible architecture, to time-and-money-saving installation features, Siemens intelligent fire detection and fire alarm systems support a broad range of buildings, applications and markets. Siemens offers a full portfolio of fire protection products. From cost efficient and comprehensive systems to intelligent detection technology, you can rely on a flexible solution for any application within small to large facilities. Our fire detection, notification and suppression products are the answer to protecting your people and property. More information at: https://new.siemens.com/us/en/products/buildingtechnologies/fire.html
68	Building security automation and integration, lighting control, and occupancy detection solutions	Yes / No	For added flexibility, Siemens access control solutions are easily integrated with other building systems, including CCTV, fire safety, lighting, intrusion detection or management stations. As an example, if an alarm is generated at an access control point, your CCTV system can be set to automatically record, and video footage can be managed remotely from a central control room. The Siemens Company - Enlighted is a leader in the innovative solutions using 'smart' sensors in building lights to track motion, occupancy numbers, energy-saving dimming schedules, track physical distancing, monitor cleaning, and more. More information at: https://new.siemens.com/us/en/products/buildingtechnologies/automation.html
69	Fire detection, sprinkler and suppression systems	Yes / No	Siemens offers a full portfolio of fire protection products. From cost efficient and comprehensive systems to intelligent detection technology, you can rely on a flexible solution for any application within small to large facilities. Our fire detection, notification and suppression products are the answer to protecting your people and property. More information at: https://new.siemens.com/us/en/products/buildingtechnologies/fire.html
70	Intrusion and breach prevention and detection solutions	Yes / No	Siemens access control solutions are easily integrated with other building systems, including CCTV, fire safety, intrusion detection or management stations. As an example, if an alarm is generated at an access control point, your CCTV system can be set to automatically record, and video footage can be managed remotely from a central control room. The technologies in our portfolio can cover your entire operation with a single system, including perimeter detection and internal alarms. We employ digital signal processing (DSP) for superior performance. Integration to your security management solution is critical to ensuring you achieve situational awareness. Siemens designs innovative security solutions that tie together your intrusion detection and access control systems, giving you better management and control over your security operations.
71	Glass and window security, armor, and ballistic applications and solutions	Yes / No	Siemens has multiple partners and 3rd party suppliers that provide these solutions as needed for Siemens' projects.
72	Closed circuit television (CCTV), surveillance, and recording solutions	Yes / No	Siveillance™ Vantage is a command and control solution, specifically designed to support security management at critical infrastructure sites such as ports, airports, oil and gas power generation and distribution, chemical and pharma industries, heavy industries and campus environments. Using innovative software, Siveillance Vantage not only ties together all the sub-systems currently used to protect and manage your site, but it also allows you to customize and integrate security policies and procedures. Intuitive Graphical Interface- Siveillance Vantage is a command and control solution that uses a graphical user interface to display information including incident location and the actual position of the resources via Graphical Information System (GIS), in 2D or 3D. Building and floor plans are available to provide further clarity.
73	Facility and parking access control solutions	Yes / No	Siemens can design and implement access control solutions that are tailored for restricted areas at airports, in manufacturing plants, throughout office facilities, parking facilities, and more. Advanced technologies bring you the functionality you need with expandability for the future: the investment made today will not become obsolete overnight if business requirements change. We feature a range of access card solutions that enable staff members, vendors or contractors to enter specific areas at the times you designate. The same access card can also be used to monitor time and attendance. Organizations running multiple satellite buildings benefit from central management of access rights, allowing staff to access any building with a single card.

74	Artificial Intelligence (AI) and robotic surveillance solutions	(•) Yes ( ) No	Siemens has multiple partners and 3rd party suppliers that provide these solutions as needed for Siemens' projects.
75	Facial recognition and thermal screening solutions	(•) Yes ( ) No	Siemens is at the forefront of biometric technology that comprises fingerprint and facial recognition and iris scans. Siemens can incorporate multiple layers of control to provide the highest level of security for special areas. We also have the ability to implement enterprise-level access control solutions. We can tie together multiple sites across large geographic areas, helping automate the management of your systems.
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	(•) Yes ( ) No	Siemens offers training, consulting, and technical support services for all products and services.

Table 15: Industry Specific Questions

Line Item	Question	Response *	
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a contract Siemens will use measurements of success that are related to customer satisfaction and market share overall and in specific customer vertical markets (education, healthcare, etc.). Contract revenue is also an important metric to ensure the sales teams remain motivated to use the Contract.	*
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Siemens utilizes its own security products to ensure the secure transfer of data across networks. Additionally, Siemens follows all industry accepted standards for IT network security. The Siemens sales teams have been trained in the importance of the confidentiality of customer data. If a customer's data is so sensitive that it cannot be transferred electronically, Siemens will put a mitigation plan in place to only transfer data using secured hardcopy files.	*
79	Explain your organization's approach to cyber security as it relates to your proposed solutions.	As a global player in multiple industries, Siemens has gained a considerable amount of expertise in cybersecurity and offers a highly competitive approach to helping you secure your vital systems. We have cybersecurity certifications with many federal agencies, including GSA and DoD RMF-accreditation, and work side by side with agencies to ensure ongoing compliance. Our worldwide corporate network is secure, and we are committed to doing the same for our partners and customers. For example, each key component of the Siemens Building Automation System has successfully undergone rigorous cyber certification testing. The cyber certification, established by the GSA IT Security team, allows our system to communicate directly with the GSA network.	*
80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	Siemens is a leading technology innovator and we continuously invest heavily in R&D to upgrade our products and solutions. We are on the forefront of digitalization, integration, artificial intelligence, cloud-based analytics, and IoT and are rapidly incorporating these improvements and productivity accelerators into our portfolio.	*
81	Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.	Siemens developed a COVID response strategy in partnership with our customers, suppliers and internal resources called the COVID 'Comeback with Confidence Campaign'. Siemens played a critical role in the construction temporary hospitals in New York very early in the pandemic. We have worked closely with the Food and Drug Administration to test and create innovative digital manufacturing processes to quickly and efficiently produce medical devices. The Siemens 'Reopen America' initiative focuses on 3 key areas: 1. Technology to create a safer indoor space (from physical distancing solutions to air purifying); 2. Keeping manufacturing facilities online and local government services running (real-time location applications to ensure social distancing and perform contact tracing); 3. Anti-body testing supporting national vaccine rollout (Siemens Healthineers are manufacturing 50 million COVID antibody tests per month). More information can be found at: https://new.siemens.com/us/en/company/press/siemens-stories/smart-infrastructure/come-back-with-confidence.html	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Beverly Lester, Sr. Manager Support Services - Contracts, Siemens Industry, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Facility_Security_RFP_030421 Thu February 25 2021 04:41 PM	☑	4
Addendum_7_Facility_Security_RFP_030421 Wed February 24 2021 01:48 PM	☑	2
Addendum_6_Facility_Security_RFP_030421 Thu February 18 2021 12:56 PM	☑	2
Addendum_5_Facility_Security_RFP_030421 Wed February 10 2021 04:31 PM	☑	1
Addendum_4_Facility_Security_RFP_030421 Thu February 4 2021 03:25 PM	☑	1
Addendum_3_Facility_Security_RFP_030421 Tue February 2 2021 02:17 PM	☑	1
Addendum_2_Facility_Security_RFP_030421 Thu January 28 2021 01:03 PM	☑	1
Addendum_1_Facility_Security_RFP_030421 Tue January 19 2021 12:31 PM	☑	1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH SIEMENS INDUSTRY, INC. FOR BURGLAR ALARM, FIRE ALARM, AND FIRE SPRINKLER SERVICES IN AN AMOUNT NOT-TO-EXCEED $550,000 FOR A TWO-YEAR TERM

The City of Livermore currently owns and operates a variety of facilities with burglar alarms, fire alarms, and fire sprinkler systems. To keep these systems functioning, the City requires services to monitor the burglar and fire alarm systems, and to inspect, test, and repair the fire alarm and sprinkler systems.

Livermore Municipal Code section 2.68.360 permits the purchase of certain goods and services through qualifying cooperative purchasing programs. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

Siemens Industry, Inc. holds a Sourcewell (formerly National Joint Powers Alliance) competitively bid cooperative purchasing contract for facility security, fire, and building automation systems. This cooperative purchasing program meets the requirements of the Livermore Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it authorizes the City Manager, or her designee, to execute an agreement with Siemens Industry, Inc., attached hereto as Exhibit A, for monitoring burglar and fire alarm systems, and for inspecting, testing, and repairing fire alarm and sprinkler systems, in an amount not-to-exceed $550,000 for a two-year term.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Agreement with Siemens Industry, Inc.

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AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2024, by and between the City of Livermore ("City"), a municipal corporation, and Siemens Industry, Inc. ("Contractor"), a Delaware corporation.

RECITALS

City requires services to monitor the fire alarm and burglar alarm systems, and to inspect, test, and repair the fire alarm and sprinkler systems.

Contractor warrants it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these warranties to retain Contractor.

AGREEMENT

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

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Contractor shall provide services to monitor the fire alarm and burglar alarm systems, and to inspect, test, and repair the fire alarm and sprinkler systems as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

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

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

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

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

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

(f) Coordinate the Services with Jason Calkins-Public Works Supervisor-Facilities ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor;

(l) If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

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5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $550,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on January 1, 2025, and terminates upon the completion of the Services or December 31, 2026, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

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

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

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11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the services contemplated by this Agreement, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Contractor's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

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

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

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

15. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any

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of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Contractor must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

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

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TO CITY: Attention: Jason Calkins-Public Works Supervisor-Facilities
City of Livermore
3500 Robertson Park Road
Livermore, California 94550

TO CONTRACTOR: Attention: Mehdi Eskandar
Siemens Industry, Inc.
46897 Bayside Parkway, Suite 200
Fremont, CA 94538

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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

CONTRACTOR: **Dated:**

DocuSigned by:
Viviana Seri
2F5DAD8BDA59472...

10/30/2024 | 12:30 AM PDT

By: Viviana Seri
Title: Branch General Manager

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

Signed by:
Molly O'Toole
A006EFED3B6E4A5...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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EXHIBIT A

SCOPE OF WORK

Siemens Industry, Inc. (“Contractor”) shall provide all the necessary labor, equipment, materials, supplies, and vehicles to perform the following services:

Burglar and Fire Alarm Monitoring Service
Contractor shall coordinate and administer off-site monitoring of burglar alarm, fire alarm and life safety systems via Contractor or a third-party **UL** Listed Central Monitoring Station. The fire procedures used in monitoring are in accordance with NFPA 72 and local authorities and can only be altered by the authority having jurisdiction such as the City or the Livermore Pleasanton Fire Department. Daily system tests are standard in fire monitoring to ensure the communication path is operational.

Fire Alarm System Testing and/or Inspection During Business Hours Monday to Friday 8:00 AM to 5:00 PM
Contractor shall perform testing and/or inspection of the covered fire life systems identified in this agreement by certified specialists using testing protocols specified by NFPA that are required for the facility and according to the listed frequency periods. Necessary documentation detailing the results of the testing and inspection, including a list of deficiencies that are evident of being a potential fire and life safety compliance issue, shall be provided by Contractor to City upon completion of the tests.

Three (3) Quarterly NFPA25 sprinkler system inspections During Business Hours Monday to Friday
8:00 AM to 5:00 PM
Contractor shall perform the required quarterly inspection of the sprinkler systems throughout the City using NFPA 25/ Title 19 of the California Code of Regulations recommended functional test frequencies and methods.

One (1) Annual NFPA25 Sprinkler testing and inspections During Business Hours Monday to Friday
8:00 AM to 5:00 PM
Contractor shall perform the required annual test and inspection of the sprinkler systems, using NFPA 25/ Title 19 of the California Code of Regulations recommended functional test frequencies and methods. To complete the fire sprinkler inspections, Contractor must have access to all areas of the buildings the day of the inspection. Any return trips due to lack of access, shall be charged as additional cost. Any deficiencies and or repairs shall be noted and billed separately.

Emergency Onsite Response
Respond Onsite Within Next Business Day Monday to Friday
8:00 AM to 5:00 PM
Emergency Onsite Response shall be provided to reduce the costs and disruptions of downtime when an unexpected problem occurs. Contractor shall provide this service between scheduled service calls and respond onsite within the next business day, Monday to Friday, between 8:00 AM and 5:00 PM for critical emergencies conditions, upon receiving notification of an emergency. Critical emergencies are failures at a

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EXHIBIT A

SCOPE OF WORK

system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions may be incorporated into the next scheduled service call or earliest availability.

Written Report of All Services Performed
Contractor shall complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

COMPENSATION:
Refer to specific rate tables on following pages. Note, compensation for quarterly and annual sprinkler testing and inspection services are billed as one lump sum per facility as listed in the specific rate tables on the following pages.

Hourly rates for on-call work are subject to increase in line with any Sourcewell agreement rate increases. Pricing will need to be updated with Sourcewell rates should they change throughout the second year of this agreement. Pricing is based on performing fire alarm and sprinkler inspections in conjunction with one another. If the City requires the scope of work to be performed on separate visits, the pricing will be adjusted.

Holidays are defined as the following days: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Day after Thanksgiving Day (fourth Friday in November), December 24, December 25, New Year's Eve (December 31).

No compensation shall be granted for travel time or parts procurement time.

Compensation for fixed price services (fire sprinkler testing and fire alarm testing) have been priced based on Contractor being able to perform work at multiple buildings in succession and that they are provided access by City in a timely manner.

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EXHIBIT A

SCOPE OF WORK

	Fire Alarm Testing	2025	2026
FA1	AIRWAY PUMP STATION: 930 Airway Blvd (no monitoring)	$ 696.08	$ 734.37
FA2	ALTAMONT PUMP STATION: 8638 Patterson Rd (8756 Patterson Pass Road)	$ 665.77	$ 702.39
FA3	CIVIC CENTER MEETING HALL-1016 S. Livermore Ave	$ 1,526.09	$ 1,610.02
FA4	LIVERMORE MAINTENANCE SERVICE CENTER-3500 Robertson Park Rd.	$ 3,796.82	$ 4,005.64
FA5	LABORATORY BUILDING	$ 1,585.29	$ 1,672.48
FA6	LAVWMA PUMP STATION	$ 665.77	$ 702.39
FA7	AIRPORT ADMINISTRATION BUILDING-680 Terminal Circle	$ 1,520.44	$ 1,604.06
FA8	AIRPORT BUILDING N10-299 W. Jack London	$ 1,100.31	$ 1,160.82
FA9	AIRPORT ELECTRICAL VAULT-636 Terminal Circle	$ 503.66	$ 531.36
FA10	AIRPORT HANGER S1-636 Terminal Circle	$ 503.66	$ 531.36
FA11	AIRPORT HANGER S2-636 Terminal Circle	$ 4,184.25	$ 4,414.39
FA12	CITY HALL-1052 S. Livermore	$ 2,479.57	$ 2,615.94
FA13	FIRE STATION #6-4550 East St.	$ 1,898.42	$ 2,002.84
FA14	FIRE STATION #7-951 Rincon Ave.	$ 1,208.78	$ 1,275.27
FA15	FIRE STATION #8-5750 Scenic Ave.	$ 1,065.43	$ 1,124.03
FA16	FIRE STATION #9-1919 Cordoba Street	$ 1,520.44	$ 1,604.06
FA17	FIRE STATION #10-330 Airway Ave.	$ 689.64	$ 727.57
FA18	LIBRARY CIVIC CENTER-1188 S. Livermore Ave.	$ 9,608.30	$ 10,136.75
FA19	LIBRARY RINCON-725 Rincon Ave.	$ 503.66	$ 531.36
FA20	LIBRARY SPRINGTOWN-998 Bluebell Drive	$ 503.66	$ 531.36
FA21	MULTI-SERVICE CENTER-3311 Pacific Ave.	$ 2,495.04	$ 2,632.27
FA22	POLICE DEPARTMENT-1110 S. Livermore	$ 1,937.16	$ 2,043.70
FA23	VALLEY CENTER PARKING-2350 Railroad Ave.	$ 1,867.42	$ 1,970.12
FA24	OAKVILLE PUMP STATION: 6145 Oakville Lane (no monitoring)	$ 696.08	$ 734.37
FA25	RAILROAD DEPOT-2500 Railroad Avenue	$ 1,537.61	$ 1,622.18
FA26	I STREET GARAGE-175 I Street	$ 1,190.67	$ 1,256.16
FA27	L STREET GARAGE- L Street	$ 1,190.67	$ 1,256.16
FA28	VASCO PUMP STATION: 6186 Northfront Rd	$ 665.77	$ 702.39
FA29	WATER BUILDING	$ 1,585.29	$ 1,672.48
FA30	WATER RESOURCES ADMIN BUILDING-101 W. Jack London Blvd	$ 2,402.38	$ 2,534.51
FA31	TRASH ENCLOSURE BLDG- 2100 VETERANS WAY	$ 1,026.00	$ 1,082.43
	Fire Alarm Testing Annual Cost	**$ 52,820.12**	**$ 55,725.23**

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EXHIBIT A

SCOPE OF WORK

	Alarm Monitoring	2025	2026
AM1	AIRPORT ADMINISTRATION BUILDING-680 Terminal Circle	$ 816.94	$ 861.88
AM2	AIRPORT ELECTRICAL VAULT F/S	$ 693.17	$ 731.30
AM3	AIRPORT HANGARS NORTH 10 F/S	$ 1,400.52	$ 1,477.55
AM4	AIRPORT HANGARS SOUTH 2 - 13 F/S	$ 693.17	$ 731.30
AM5	AIRPORT SOUTH HANGAR S1	$ 693.17	$ 731.30
AM6	ALTAMONT PUMP STATION: 8638 Patterson Rd(8756 Patterson Pass Road) (not UL-L	$ 480.63	$ 507.06
AM7	CITY HALL BURG	$ 663.78	$ 700.29
AM8	CITY HALL FIRE	$ 693.17	$ 731.30
AM9	CIVIC CENTER MEETING HALL FIRE-1016 S. Livermore	$ 816.94	$ 861.88
AM10	CIVIC CENTER MEETING HALL BURG- 1016 S. Livermore	$ 1,107.15	$ 1,168.04
AM11	COMMUNICATIONS TOWER	$ 480.63	$ 507.06
AM12	FIRE STATION #6 FIRE	$ 693.17	$ 731.30
AM13	FIRE STATION #7 FIRE	$ 480.63	$ 507.06
AM14	FIRE STATION #8 FIRE	$ 693.17	$ 731.30
AM15	FIRE STATION #9 FIRE	$ 816.94	$ 861.88
AM16	FIRESTATION #10 FIRE	$ 693.17	$ 731.30
AM17	LAVWMA PUMP STATION (not UL-Listed)	$ 480.63	$ 507.06
AM18	MAIN TERMINAL BURG	$ 663.78	$ 700.29
AM19	MAINTENANCE SERVICE CENTER BURG	$ 663.78	$ 700.29
AM20	MAINTENANCE SERVICE CENTER FIRE	$ 693.17	$ 731.30
AM21	MAINTENANCE SERVICE CENTER FIRE BUILDING 3	$ 693.17	$ 731.30
AM22	MULTI SERVICE CENTER BURG	$ 663.78	$ 700.29
AM23	MULTI SERVICE CENTER FIRE	$ 693.17	$ 731.30
AM24	PARKING GARAGE FIRE	$ 693.17	$ 731.30
AM25	POLICE DEPARTMENT BURG	$ 202.20	$ 213.32
AM26	POLICE DEPARTMENT FIRE	$ 693.17	$ 731.30
AM27	RAILROAD DEPOT-2500 RAILROAD AVENUE	$ 816.94	$ 861.88
AM28	I STREET PARKING GARAGE-175 I Street	$ 1,400.52	$ 1,477.55
AM29	L STREET GARAGE- L Street	$ 1,400.52	$ 1,477.55
AM30	LIBRARY CIVIC CENTER BURG	$ 663.78	$ 700.29
AM31	LIBRARY CIVIC CENTER FIRE	$ 693.17	$ 731.30
AM32	LIBRARY RINCON BURG	$ 663.78	$ 700.29
AM33	LIBRARY RINCON FIRE	$ 693.17	$ 731.30
AM34	LIBRARY SPRINGTOWN BURG	$ 663.78	$ 700.29
AM35	LIBRARY SPRINGTOWN FIRE	$ 480.63	$ 507.06
AM36	TREVARNO PUMP STATION	$ 480.63	$ 507.06
AM37	VASCO PUMP STATION: 6186 Northfront Rd (not UL-Listed)	$ 480.63	$ 507.06
AM38	WATER RESOURCE BUILDING: 101 W. Jack London Blvd (not UL-Listed)	$ 480.63	$ 507.06
AM39	TRASH ENCLOSURE BLDG- 2100 VETERANS WAY	$ 1,193.00	$ 1,258.62
	Alarm Monitoring Annual Cost	**$ 28,167.61**	**$ 29,716.84**

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EXHIBIT A

SCOPE OF WORK

	Fire Sprinkler Testing	2025	2026
FS1	AIRPORT ADMINISTRATION BUILDING (new, 680 Terminal Circle)	$ 2,333.22	$ 2,461.55
FS2	AIRPORT ADMINISTRATION BUILDING AND HANGARS (old, 636 Terminal Circle)	$ 14,686.49	$ 15,494.25
FS3	AIRWAY PUMP STATION: 930 Airway Blvd	$ 893.68	$ 942.83
FS4	ALTAMONT AIRWAY PUMP STATION-8638 Patterson Rd	$ 893.68	$ 942.83
FS5	DOOLAN COMMUNICATION TOWER (Fire Suppression System, 3801 Doolan Road)	$ 1,444.25	$ 1,523.68
FS6	LABORATORY BUILDING	$ 2,164.93	$ 2,284.00
FS7	LAVWMA PUMP STATION	$ 893.68	$ 942.83
FS8	OAKVILLE PUMP STATION: 6145 Oakville Lane	$ 893.68	$ 942.83
FS9	VASCO PUMP STATION: 6186 Northfront Rd	$ 893.68	$ 942.83
FS10	WATER BUILDING	$ 2,479.51	$ 2,615.89
FS11	WATER RESOURCES BUILDING-101 W. Jack London Blvd	$ 2,541.32	$ 2,681.09
FS12	FIRE STATION #6	$ 1,179.13	$ 1,243.98
FS13	FIRE STATION #7	$ 1,179.13	$ 1,243.98
FS14	FIRE STATION #8	$ 1,179.13	$ 1,243.98
FS15	FIRE STATION #9	$ 2,499.08	$ 2,636.53
FS16	FIRE STATION #10	$ 1,179.13	$ 1,243.98
FS17	POLICE STATION	$ 2,358.26	$ 2,487.97
FS18	LIBRARY CIVIC CENTER-1188 S. LIVERMORE	$ 2,358.26	$ 2,487.97
FS19	LIBRARY RINCON	$ 2,358.26	$ 2,487.97
FS20	CITY HALL- 1052 S. LIVERMORE	$ 1,768.70	$ 1,865.98
FS21	MAINTENANCE SERVICE YARD (COMPRISED OF 9 SEPARATE BUILDINGS)	$ 10,612.16	$ 11,195.82
FS22	PARKING GARAGE	$ 2,358.26	$ 2,487.97
FS23	CIVIC CENTER MEETING HALL-1016 S. Livermore	$ 2,846.14	$ 3,002.68
FS24	RAILROAD DEPOT	$ 2,906.63	$ 3,066.50
FS25	I STREET GARAGE- 175 I STREET	$ 2,116.13	$ 2,232.52
FS26	L STREET GARAGE- L Street	$ 2,116.13	$ 2,232.52
FS27	TRASH ENCLOSURE BLDG- 2100 VETERANS WAY	$ 1,776.00	$1,873.68
	Sprinkler Service Annual Cost	**$ 70,908.66**	**$ 74,808.64**
		2025	**2026**
	TOTAL ANNUAL COST FOR ROUTINE SERVICE	**$ 151,896.40**	**$ 160,250.70**
	All proposed costs above are based on performing fire alarm and sprinkler inspections in conjunction of one another. If the City requires the SOW (scope of work) to be performed on separate visits, pricing will need to be adjusted to account for fire alarm technician at FACP for all of the buildings which will increase the overall cost. Scope is per NFPA72 & NFPA25/ title 19 requirements and testing methods. Pricing will need to be updated with Sourcewell rates should they change throughout the 2nd year of this agreement. Above listed price per building/service is a rough breakdown per customer's request. Pricing adjustments will be needed should the total scope of services/buildings change. Pricing is also based on the City providing adequate personnel to provide access during inspections. Any delays in excess of 15 mins may need to be billed on a change order.		

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EXHIBIT A

SCOPE OF WORK

RATES FOR ADDITONAL MAINTENANCE WORK		
FIRE TECH HOURLY RATES FOR ADDITIONAL WORK	**2025**	**2026**
Regular Time	$ 198.36	$ 208.89
After-Hours (Mon-Fri 8AM-5PM & Sat 8AM-5PM)	$ 297.54	$ 313.90
Sundays/Holidays (Double Time)	$ 396.72	$ 418.54
FIRE PROJECT MANAGEMENT HOURLY RATES FOR ADDITIONAL WORK		
Regular Time	$ 236.76	$ 249.78
After-Hours (Mon-Fri 8AM-5PM & Sat 8AM-5PM)	$ 355.14	$ 374.67
Sundays/Holidays (Double Time)	$ 473.52	$ 499.56
SPRINKLER FITTER HOURLY RATES FOR ADDITIONAL WORK		
Regular Time	$ 275.15	$ 290.28
After-Hours (Mon-Fri 8AM-5PM & Sat 8AM-5PM)	$ 412.73	$ 435.43
Sundays/Holidays (Double Time)	$ 550.30	$ 580.57
SECURITY TECH HOURLY RATES FOR ADDITIONAL WORK		
Regular Time	$ 207.32	$ 218.72
After-Hours (Mon-Fri 8AM-5PM & Sat 8AM-5PM)	$ 310.98	$ 328.08
Sundays/Holidays (Double Time)	$ 414.64	$ 437.45
SECURITY PROJECT MANAGEMENT TECH HOURLY RATES FOR ADDITIONAL WORK		
Regular Time	$ 240.60	$ 253.83
After-Hours (Mon-Fri 8AM-5PM & Sat 8AM-5PM)	$ 360.90	$ 380.75
Sundays/Holidays (Double Time)	$ 481.21	$ 507.68

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution accepting public improvements constructed pursuant to the Subdivision Improvement Agreement for Tract Map 8358 located at Chestnut Street and North N Street for the construction of 44 townhomes by Taylor Morrison of California, LLC for permanent maintenance and authorizing release of security, and accepting offer of dedication for public utility and emergency vehicle access easement.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Accepting Tract Map 8358 public improvements for permanent maintenance;
2. Accepting, on behalf of the public, all real property offered for dedication within Tract 8358, including Public Utility Easement (PUE), and Emergency Vehicle Access Easement (EVAE); and
3. Authorizing release of security provided for construction of the public improvements.

SUMMARY

On July 13, 2020, final Tract Map 8358 was approved by the City Council with a Subdivision Improvement Agreement and security for the construction of public infrastructure to serve 44 townhomes. The public improvements for the project include Chestnut Street and North N Street frontage improvements with public utility work. The developer, Taylor Morrison of California, LLC, has completed the public improvements to the satisfaction of the City Engineer. The City Council can now accept Tract Map 8358 public improvements for permanent maintenance, release security, and accept previously rejected offers of dedication.

DISCUSSION

Tract Map 8358 consists of 44 townhomes and is located at Chestnut Street at North N Street within the Downtown Specific Plan area. On July 13, 2020, final Tract Map 8358 was approved by City Council with a Subdivision Improvement Agreement and security for public improvements. At that meeting, Council also rejected the offers of dedication for the following easements made on Tract Map 8358:

- Public Utility Easement (PUE), and

- Emergency Vehicle Access Easement (EVAE).

The City Council retained the right to accept the offers of dedication at a later date when the improvements were complete.

Taylor Morrison of California, LLC has fulfilled all of the obligations as described in the Conditions of Approval and Subdivision Improvement Agreement for Tract Map 8358 to the satisfaction of the City Engineer. The public improvements for the project include Chestnut Street and North N Street frontage improvements with public utility work. The City Council can now accept Tract Map 8358 for permanent maintenance, accept offers of dedication that were previously rejected, and release the security that was provided as surety for these public improvements as specified in the Subdivision Improvement Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual operations and replacement costs for the public infrastructure, including sidewalk, curb and gutter, pavement and public utilities is approximately $10,000. These costs will be partially offset by property taxes generated by the project. Utility maintenance will be funded with user fees. As part of the Downtown Landscape Maintenance District, homeowners within this tract will also be assessed annually to provide a portion of funds to maintain public amenities within the Downtown Specific Plan.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Vicinity Map
2. Resolution

Prepared by: Debbie Salgado
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Vicinity Map



Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:
4/6/2020 10:55:11 AM

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EXEMPT FROM FILING FEES PURSUANT TO
GOV. CODE § 27383

CITY CLERK
CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550

Space Above This Line For Recorder's Use Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED PURSUANT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP 8358 LOCATED AT CHESTNUT STREET AND NORTH N STREET FOR THE CONSTRUCTION OF 44 TOWNHOMES BY TAYLOR MORRISON OF CALIFORNIA, LLC FOR PERMANENT MAINTENANCE; AUTHORIZING RELEASE OF SECURITY; AND ACCEPTING OFFER OF DEDICATION OF PUBLIC UTILITY AND EMERGENCY VEHICLE ACCESS EASEMENTS

(Taylor Morrison of California, LLC - Tract 8358)

On July 13, 2020, the City Council adopted Resolution No. 2020-109 approving Tract Map 8358 and authorizing the execution of a Subdivision Improvement Agreement with Taylor Morrison of California, LLC for the construction of public infrastructure to serve 44 townhomes. The Subdivision Improvement Agreement for Tract Map 8358 was recorded under Series No. 2020190961, dated August 6, 2020, Official Records of Alameda County, California.

The City Engineer of the City of Livermore has filed with the City Clerk a report in writing that all public improvements constructed pursuant to the Subdivision Improvement Agreement for Tract 8358 have been completed by Taylor Morrison of California, LLC to the City of Livermore's standards and are now ready for acceptance by the City of Livermore for permanent maintenance.

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

1. The City Council hereby accepts all public improvements required to have been constructed pursuant to the Subdivision Improvement Agreement for Tract 8358, recorded under Series No. 2020190961, dated August 6, 2020, Official Records of

Alameda County, California ("Subdivision Improvement Agreement").

2. The faithful performance bond guaranteeing the Subdivision Improvement Agreement is hereby released.

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

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

5. Pursuant to Government Code sections 7050 and 66477.2, the City hereby rescinds its earlier action taken on July 13, 2020 to reject the offer of dedication of the Public Utility Easement and Emergency Vehicle Access Easement, and accepts the offer of dedication of the Public Utility Easement and Emergency Vehicle Access Easement for public purposes made on Tentative Tract Map 8358, recorded in the Office of the County Recorder on August 6, 2020, under Series Number 2020190961.

The City Clerk is directed to record this resolution in the office of the Alameda County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a second amendment to the agreement with Cannon Corporation for additional commissioning support during construction of the WRP Primary and Secondary Treatment Improvements Project No. 2019-31, increasing the not-to-exceed contract amount from $231,026 to $324,171, with a term ending December 31, 2027.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager to execute a second amendment to the agreement with Cannon Corporation increasing the not-to-exceed contract amount from $231,026 to $324,171 for additional commissioning support services during construction of the WRP Primary and Secondary Treatment Improvements, Project No. 2019-31; and
2. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed amendment.

SUMMARY

The WRP Primary and Secondary Treatment Improvements Project No. 2019-31 involves rehabilitation and process improvements to the primary and secondary treatment processes at the City of Livermore (City) Water Reclamation Plant (WRP). The existing primary and secondary treatment facilities are monitored and controlled by the WRP supervisory control and data acquisition (SCADA) system. Construction of the improvements to the WRP primary and secondary treatment facilities requires integration of these improvements into the existing SCADA system. This second amendment with Cannon Corporation provides for additional commissioning support services required to address unforeseen programming conditions and to accommodate the construction schedule for the project. This second amendment in the amount of $93,145 increases the total amount of the professional services agreement from $231,026 to $324,171.

DISCUSSION

Both the 2012 WRP Master Plan and the 2016 WRP Asset Management Plan identify aging infrastructure within the Water Reclamation Plant (WRP) primary and secondary treatment systems. Process improvements are also recommended in the 2012 WRP Master Plan. The WRP Primary and Secondary Treatment Improvements Project No. 2019-31 (project) involves constructing the highest priority improvements. The areas of proposed improvements are shown on Attachment 1.

The project includes replacing the following equipment:

- Influent screw pumps,
- Pre-aeration tank blowers and gates,
- Primary sedimentation tank sludge collection mechanisms, skimmers, and gates,
- Primary effluent pumps,
- Odor control treatment system and equipment covers,
- Secondary Clarifier No. 2 sludge collection mechanism, bridge, and gates, and
- Two motor control centers.

Additional improvements include the following:

- Repairing the concrete and coating channels and tanks in the headworks and primary treatment systems and Secondary Clarifier No. 2,
- Upsizing the odor control treatment system, adding additional odor covers, and increasing ventilation,
- Partial replacement of various electrical boxes throughout the WRP, and
- Associated electrical conduit duct, paving, instrumentation, and controls work.

The existing primary and secondary treatment facilities are monitored and controlled by the WRP supervisory control and data acquisition (SCADA) system. Construction of the improvements to the WRP primary and secondary treatment facilities will require integration of these improvements into the existing SCADA system.

On August 3, 2022, the City entered into a professional services agreement with Cannon Corporation (Consultant) to provide programming support to integrate the new and replaced equipment into the existing SCADA system during construction of the project. On November 29, 2023, the City and Cannon Corporation amended the agreement to increase the scope of services to include additional programming support services. The original and amended scope of services included six (6) site visits to support commissioning. To date, the Consultant has conducted eight (8) site visits, with additional site visits required through the completion of construction. Additional commissioning support services are required to address unforeseen programming conditions and to accommodate the construction schedule for the project, which involves more commissioning events than was anticipated. The additional commissioning support is required to address the following unforeseen activities:

- Programming Allen Bradley E-300 smart overloads in MCC-A,
- Changes to the Primary Effluent Pumps programming logic,
- Integrating temporary controls for the wastewater bypass system,
- Reverse engineering the existing PLC programming to develop control strategy narratives not available with existing WRP documentation.

Accordingly, staff recommends that the original agreement and first amendment should be further

amended to address these additional commissioning support services required through the completion of construction. The second amendment in the amount of $93,145 increases the total amount of the professional services agreement from $231,026 to $324,171.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the WRP Primary and Secondary Treatment Improvements Project No. 2019-31 in the 2023-2028 5-Year Capital Improvement Plan covers the cost of this second amendment and all other project costs; therefore, no additional appropriations are necessary. Funding is from the Water Resources Replacement Fund 239 and the Sewer Connection Fees Fund 241.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

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

GUIDING DOCUMENT

Fiscal Year 2023-2028 5-Year Capital Improvement Plan.

ATTACHMENTS

1. Site Plan
2. Resolution
3. Exhibit A - Second Amendment to Agreement with Cannon Corporation

Prepared by: Vincent Sendaydiego
Junior Engineer

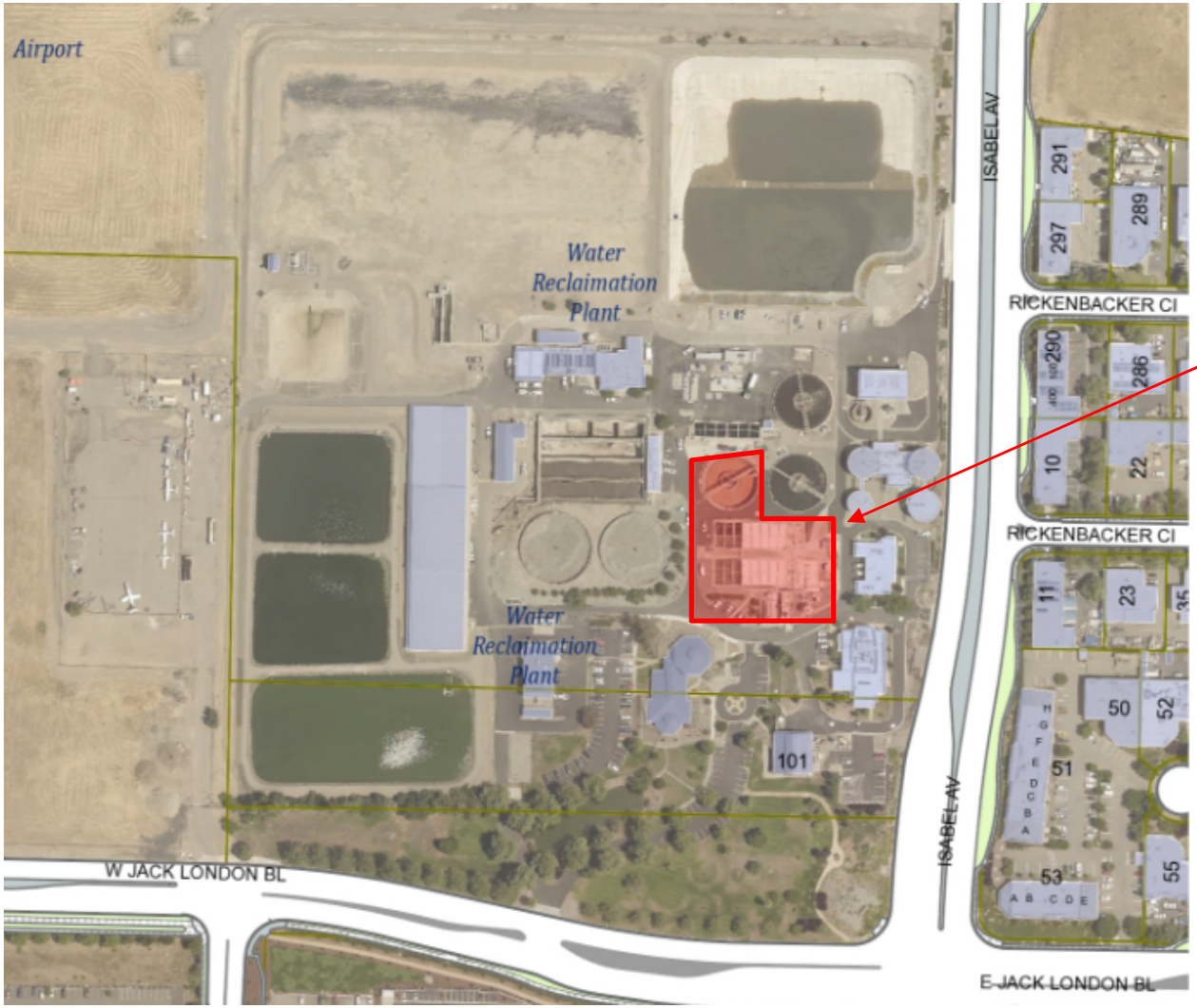
Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

SITE PLAN



Location of Primary and Secondary Improvements

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CANNON CORPORATION FOR ADDITIONAL COMMISSIONING SUPPORT DURING CONSTRUCTION OF THE WRP PRIMARY AND SECONDARY TREATMENT IMPROVEMENTS PROJECT NO. 2019-31, INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $231,026 TO $324,171, WITH A TERM ENDING DECEMBER 31, 2027

On August 3, 2022, the City of Livermore ("City") entered into an agreement with Cannon Corporation to provide programming support during construction of the WRP Primary and Secondary Treatment Improvements Project No. 2019-31. On November 29, 2023, the City and Cannon Corporation amended the agreement to increase the scope of services to include additional programming support services to incorporate standardization and improved applications required for the City's Water Reclamation Plant ("WRP") supervisory control and data acquisition ("SCADA") system. Staff recommends the agreement be further amended to increase the amount of the agreement by $93,145 to a not-to-exceed total amount of $324,171 for additional commissioning support services required to address unforeseen programming conditions and to accommodate the construction schedule for the project.

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

1. Authorizes the City Manager to execute a second amendment to the professional services agreement with Cannon Corporation, attached hereto as Exhibit A, increasing the not-to-exceed contract amount from $231,026 to $324,171 for additional commissioning support services during construction of the WRP Primary and Secondary Treatment Improvements Project No. 2019-31; and

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed amendment.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant/City Attorney

Exhibit A – Second Amendment to Agreement with Cannon Corporation

Docusign Envelope ID: 651CE4CF-BD12-41FD-AEF2-35DCA6F87860

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore ("City"), a municipal corporation, and Cannon Corporation ("Consultant"), a California corporation.

RECITALS

On August 3, 2022, City and Consultant entered into an agreement for Consultant to provide professional PLC/SCDA programming services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On November 29, 2023, City and Consultant amended the Original Agreement to add to the scope of services and to increase compensation by $118,126. This was the First Amendment to the Original Agreement.

City and Consultant now desire to amend the Original Agreement and First Amendment to add to the scope of services and increase compensation by $93,145. This is the Second amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows: **Description of Services**.

      Consultant shall provide all necessary labor, materials, equipment, and supplies to integrate SCADA control and monitoring of the City's WRP Primary and Secondary Improvements Project into the existing WRP SCADA network, to implement the Rockwell Automation PlantPAx templates for both PLC and SCADA applications, and to provide commissioning support for Allen Bradley E-300 smart overloads, Primary Effluent Pumps logic changes, bypass temporary controls integration, and development of control strategies as more particularly set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment, and Exhibit "A-2" to this Second Amendment (collectively "the Services").

   B. Section 5(a) of the Original Agreement is amended to read as follows: The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $324,171 ("not-to-exceed amount").

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1. The compensation payable by the City to Consultant for the Services required by Exhibit "A" to the Original Agreement **SHALL NOT EXCEED** the sum of $112,900.
2. The compensation payable by the City to the Consultant for the Services required by Exhibit "A-1" to the First Amendment **SHALL NOT EXCEED** the sum of $118,126.
3. The compensation payable by the City to the Consultant for the Services required by Exhibit "A-2" to the Second Amendment **SHALL NOT EXCEED** the sum of $93,145.

City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment, and Exhibit "A-2" to this Second Amendment up to the not-to-exceed amount. Except as provided in the body of the 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 Service.

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.

EXHIBIT A

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

CONSULTANT: **Dated:**

DocuSigned by:
Jeff Spannbauer
1FC528B4F923434...

9/24/2024 | 8:24 AM PDT

Jeff Spannbauer, PE
Director, Automation & Electrical Engineering Division

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A3F7D34BB6A748A...

Risk Manager/Analyst

Attachments:
Exhibit "A-2" - Additional Scope of Services

Docusign Envelope ID: 651CE4CF-BD12-41FD-AEF2-35DCA6F87860

EXHIBIT "A-2"

(Additional Scope of Services)

Consultant shall assist the City with the WRP Primary and Secondary Treatment Improvements project (CIP 2019-31) by providing additional commissioning support outside of the original scope. A detailed description of the Additional Scope of Services, Compensation, and Schedule follows.

ADDITIONAL SCOPE OF SERVICES:

The original scope of services included six (6) site visits to support commissioning. To date, the Consultant has conducted eight (8) site visits, with additional site visits required through the completion of construction. The additional commissioning support was required to address unforeseen programming conditions and to accommodate the construction schedule, which included temporary control conditions to accommodate continued plant operations during construction. The additional commissioning support included activities related to the following:

- Programming Allen Bradley E-300 smart overloads in MCC-A.
- Changes to the Primary Effluent Pumps programming logic.
- Integrating temporary controls for the wastewater bypass system.
- Reverse engineering the existing PLC programming to develop control strategy narratives not available with existing WRP documentation.

Consultant shall provide all necessary labor, materials, equipment, and supplies to perform eight (8) additional site visits (two past and six future) for ongoing commissioning support.

COMPENSATION:

City shall compensate Consultant for the services described in the Additional Scope of Services on a time and materials basis with a not-to-exceed amount of **$93,145**. A detailed breakdown of the estimated cost is included in the following table and rates are included at the end of this Exhibit A-2.

Additional Scope of Services		
Task 8 – Additional Commissioning Support Site Visits	$	93,145
Total – Additional Scope of Services	**$**	**93,145**

SCHEDULE:

Consultant shall commence with the Additional Scope of Services upon execution of the amendment to the agreement and will provide the services described in the Scope of Services for the duration of the project or December 31, 2027, whichever occurs first.

Docusign Envelope ID: 651CE4CF-BD12-41FD-AEF2-35DCA6F87860

Cannon

2022/2023 Fee Schedule
Bill Rate Ranges
Subject to change

Assistant Resident Engineer	$ 140 - $ 169
Associate Engineer	$ 157 - $ 200
Associate Land Surveyor	$ 185 $ 208
Associate Landscape Architect	$ 158 - $ 177
Automation Specialist	$ 147 - $ 165
Automation Technician	$ 113 - $ 127
CAD Tech	$ 101 - $ 113
CAD Manager	$ 120 - $ 134
Construction Inspector I - III	$ 111 - $ 154
Design Engineer	$ 130 - $ 158
Director/ Department Manager	$ 187 - $ 264
Engineer Tech	$ 108 - $ 121
Engineering Assistant I - II	$ 92 - $ 116
Grant Funding Manager I - II	$ 141 - $ 177
I&E Services Coordinator	$ 103 - $ 116
Information Systems Admin/Manager	$ 120 - $ 134
Land Surveyor	$ 174 - $ 196
Landscape Architect	$ 118 - $ 132
Landscape Designer I - II	$ 103 - $ 127
Lead Automation Specialist	$ 162 - $ 182
Lead Automation Technician	$ 127 - $ 143
Lead Designer	$ 130 - $ 149
Office Engineer / Document Control I-III	$ 107 - $ 140
Plan Check Engineer I - II	$ 123 - $ 165
Planner I - III	$ 113 - $ 143
Planning Assistant	$ 92 - $ 116
Principal Automation Specialist	$ 176 - $ 198
Principal Designer	$ 120 - $ 163
Principal Engineer	$ 185 - $ 244
Project Designer	$ 114 - $ 143
Project Engineer	$ 141 - $ 173
Resident Engineer	$ 179 - $ 201
Sr. Associate Architect	$ 195 $ 219
Sr. Associate Engineer	$ 173 - $ 219
Sr. Automation Specialist	$ 172 - $ 193
Sr. Automation Technician	$ 137 - $ 154
Sr. CAD Tech	$ 109 - $ 122
Sr. Consultant / Principal-in-Charge	$ 249 - $ 297
Sr. Land Surveyor	$ 203 - $ 228
Sr. Landscape Architect	$ 172 - $ 193
Sr. Plan Check Engineer	$ 169 $ 189
Sr. Principal Designer	$ 130 - $ 184
Sr. Principal Engineer	$ 196 - $ 266
Sr. Project Designer	$ 114 - $ 156
Sr. Project Engineer	$ 147 - $ 187
Sr. Resident Engineer	$ 192 - $ 216
Survey Assistant	$ 103 - $ 116
Survey Technician I - V	$ 120 - $ 183
Technical Writer I - IV	$ 92 - $ 116

Survey Crew Rates - Regular	
One-Man Field	$ 195
Two-Man Field	$ 270
Three-Man Field	$ 355
Two-Man - HDS	$ 310

Survey Crew Rates - Prevailing Wage	
One-Man Field	$ 230
Two-Man Field	$ 330
Three-Man Field	$ 470

Electrical - Prevailing Wage	
Electrician	$ 185

Building and Construction Inspector - Prevailing Wage	
BCI Construction Inspector	$ 150

Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	$2.00 per page	Color Plots	$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 10%	Airplane Mileage Rate	GSA Rate per mile
Technology Fee	$30/Day		

All expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours.

The stated rates are subject to change, typically on an annual basis.

1050 Southwood Drive, San Luis Obispo, CA 93401
T 805.544.7407 **F** 805.544.3863
CannonCorp.us

P220132.01
5

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing receipt of funds in the amount of $82,179 from the California Department of Justice, Office of Attorney General, Tobacco Law Enforcement Grant program, authorizing the execution of a Memorandum of Understanding, and the appropriation of the $82,179 grant award.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing acceptance of funds, in the amount of $82,179, for a California Department of Justice, Office of Attorney General, Tobacco Law Enforcement grant as follows: FY 2024-25 = $26,327, FY 2025-26 = $27,379, and FY 2026-27 = $28,473;
2. Authorizing the City Manager to execute the grant agreement; and
3. Approving a supplemental appropriation of $26,327 in the Police Department's budget for FY 2024-25 to support the execution of year one of the grant.

SUMMARY

The Police Department applied for, and was awarded, a Tobacco Law Enforcement Grant from the State of California Department of Justice, Office of Attorney General in the amount of $82,179 for the period November 1, 2024 through June 20, 2028.

DISCUSSION

On July 8, 2019, the City Council adopted Ordinance 2088, which added Chapter 5.50 Tobacco Retail Licensing to the Livermore Municipal Code (LMC). LMC 5.50 requires the licensure of tobacco retailers and bans sales of all tobacco products within 1,000 feet of youth populated areas including schools. On February 26, 2024, the City Council amended LMC 5.50 to update retailer definitions, add inspection capabilities, and seizure of evidence capabilities.

In response to this ordinance, and to facilitate its enforcement, the Livermore Police Department applied for, and was awarded, a Tobacco Law Enforcement Grant from the State of California Department of Justice which allows funding for officer overtime to conduct the following activities as a requirement of

the grant:

- Tobacco related enforcement operations at licensed retailer locations
- Minor decoy operations
- “Shoulder tap” operations to identify adults purchasing tobacco for minors
- Monitoring of tobacco retailer licenses, premises inspections and compliance checks
- Undercover buy operations
- Enforcement Officer education about tobacco laws and ordinances
- Working with the Alameda County District Attorney's Office Investigator for prosecution of tobacco retailers violating state law

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for this grant was not included in the FY 2024-25 budget because the grant opportunity was not present during the budget planning period. A $26,327 appropriation to the Police Department's FY 2024-25 budget in account 240-32100-45100 will be required; however, the grant will be received on a reimbursement basis from the State of California. There is no City required match and no financial obligation beyond the grant period. Administrative reporting to the Department of Justice, Office of Attorney General will be handled by the supervisor of the Crime Prevention Unit Sergeant and Lieutenant, and financial reporting by the Police Business Manager.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

2: Provide proactive and effective public safety and crime prevention through direct enforcement, education, and partnerships

ATTACHMENTS

1. Resolution
2. Exhibit A - Department of Justice, Office of Attorney General MOU

Prepared by: Deirdre Ramsey
Business Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING RECEIPT OF FUNDS IN THE AMOUNT OF $82,179 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO LAW ENFORCEMENT GRANT PROGRAM AND AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING

The City of Livermore has been awarded $82,179 in grant funds from the State of California Department of Justice (DOJ), Office of Attorney General to further its commitment to enforcement efforts related to the responsible sale of tobacco products.

The City of Livermore Police Department intends to utilize the grant funds to conduct tobacco related enforcement operations, minor decoy operations, shoulder tap operations, monitoring tobacco retailer licenses, premise inspections and compliance checks, undercover buy operations, officer enforcement education, and prosecution of tobacco retailers violating state law.

Funding for this grant must be appropriated in the FY 2024-25, FY 2025-26, and FY 2026-27 budgets and will be received on a reimbursement basis from the State of California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, on behalf of the City of Livermore, to execute the Memorandum of Understanding, attached hereto as Exhibit A, for receipt of grant funds from the State of California Department of Justice, Office of Attorney General and authorizes the City Manager to execute any amendment to the agreement necessary to ensure receipt of grant funds.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the receipt of State of California Department of Justice, Office of Attorney General grant funds, in the amount of $82,179, consistent with the terms and conditions of the grant and authorizes a supplemental appropriation in the amount of $26,327 for FY 2024-25.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Deputy City Attorney

Exhibit A - Department of Justice, Office of Attorney General MOU DOJ-PROP56-2024-25-1-034

Tobacco Grant Program
Grant Services Branch – Local Assistance
Division of Operations

Livermore Police Department **DOJ-PROP56-2024-25-1-034**

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the Livermore Police Department ("Grantee"), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2024-25 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program ("TGP Regulations") shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2024), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/1/2024 – 6/30/2028**

Award Amount				
Category of Expenditure	**Budget FY 2024-2025**	**Budget FY 2025-2026**	**Budget FY 2026-2027**	**Budget FY 2027-2028**
Personal Services	$26,327	$27,379	$28,473	$
Operating Expenses and Equipment	$0	$0	$0	$
Administrative Costs (Not to Exceed 5%)	$0	$0	$0	$
TOTAL AWARD AMOUNT	**$82,179**			

The time limit for reimbursements against this award ends 6/30/2028. Requests for reimbursement received after 7/15/2028 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Deirdre Ramsey, Police Business Manager
Livermore Police Department
1110 S Livermore Avenue
Livermore, CA 94550
925-371-4718
dramsey@livermoreca.gov

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

_____ _____
NAME: Marianna Marysheva Date
Title: City Manager
Agency: City of Livermore

APPROVED AS TO FORM:

_____ _____
NAME: Katherine Mirassou Date
Title: Deputy City Attorney
Agency: City of Livermore

_____ _____
NAME: Deborah L. Elam Date
Title: City Clerk
Agency: City of Livermore

_____ _____
JENNIFER IVERY JOHNSON, Grant Manager Date
Division of Operations
California Department of Justice

_____ _____
NICOLE LEARNED, Administrative Manager Date
Division of Operations
California Department of Justice

_____ _____
CHRIS RYAN, Chief Date
Division of Operations
California Department of Justice

TOBACCO GRANT PROGRAM GRANTEE HANDBOOK

APRIL 2024

ROB BONTA
Attorney General

OFFICE OF THE ATTORNEY GENERAL

HANDBOOK FOR GRANTS MADE BY THE CALIFORNIA DEPARTMENT OF JUSTICE (DOJ) TO LOCAL AGENCIES UNDER PROPOSITION 56, THE HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016 (ACT)

All items contained in this Handbook are subject to change.

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GRANT TERMS AND CONDITIONS

By accepting these funds, your agency agrees to comply with, and be bound by, the conditions set forth in the Memorandum of Understanding (MOU) and documents incorporated by reference including the Request for Proposals (RFP), Program Regulations, Summary of Award, and this Handbook.

AWARD ACCEPTANCE

REQUIRED OPENING DOCUMENTS

Agencies must complete and submit each of the following documents in order to receive reimbursement from DOJ. Documents should be sent via email to TobaccoGrants@doj.ca.gov.

Letter of Intent

Your award is **not** final upon initial notification. A Letter of Intent (LOI) to accept the award will be attached to the award notification. An awarded agency must affirm that either (1) it will seek a resolution to accept the award, if your agency has a governing body, or (2) no governing body exists and no resolution is required.

In order to officially accept the award, an awarded agency must return the completed, signed LOI **within 15 calendar days** of the date of the award letter.

Governing Body Resolution

If the awarded agency has a governing body from which it requires approval, the agency must submit a resolution from this governing body to DOJ in order to formally accept the grant. **Once notified of selection, the awarded agency should promptly request the resolution to avoid funding delays.**

The resolution must authorize the applicant to enter into agreement with DOJ, incur grant-related expenses, and receive reimbursement for those expenses. Also, the resolution should expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original Grant Agreement, without an additional resolution from the governing body.

Government Taxpayer ID Form

The Governmental Taxpayer ID form is required in order for DOJ to reimburse your agency for grant expenses.

Summary of Award

The Summary of Award must be completed to reflect any reductions, restrictions, or requested revisions communicated by DOJ.

Memorandum of Understanding (MOU)

In order to be eligible for reimbursement of expenditures under the grant and start grant activities, an MOU between DOJ and the awarded agency is required. The MOU must be approved by a duly authorized representative of your agency or your agency's governing body.

The MOU and other accompanying documents must be returned to DOJ via email to TobaccoGrants@doj.ca.gov **within 90 calendar days** of receipt.

GRANT AGREEMENT

The Grant Agreement represents the final agreement between DOJ and a Grantee that sets forth the terms and conditions of the Grant. The Grant Agreement includes the executed MOU, Request for Proposals (RFP) and associated documents, Summary of Award, Budget Detail, and this Handbook.

START OF GRANT ACTIVITIES

As noted above, prompt action to obtain the Governing Body Resolution (if the agency has a governing body) is imperative to start activities in a timely manner.

Once DOJ has signed the fully-executed MOU and verified that all required opening documents have been completed, the Grantee may begin funded activities and be eligible for reimbursement of expenditures.

DECLINATION OF AWARD

DOJ will consider an award declined in one the following instances:

- Failure to return the LOI within 15 calendar days of the date of the Award Letter;
- Failure to execute the MOU and any other required documents within 90 calendar days of the date sent by DOJ; or
- Written notification from the awarded agency that they do not wish to accept the grant award.

PERFORMANCE COMPLIANCE, AUDIT, AND RESPONSIBILITY

REVIEWS OF PERFORMANCE AND COMPLIANCE

Grants and funding are subject to performance compliance reviews by DOJ and/or its designee in the form of site visits and other meetings, interviews with Grantees, contractors and other stakeholders, and review of relevant documents.

NON-ASSIGNMENT

The Grantee is the responsible agency and may not transfer or assign the grant to another entity.

PROCUREMENT OF GOODS OR SERVICES

The Grantee shall follow its own written procurement policies and procedures when procuring goods or services for activities relating to performance of the grant. All documents related to the procurement of goods or services shall be maintained by the Grantee for the records retention period of five years and copies shall be provided to DOJ when requesting reimbursement.

Use of Contractors

Grantees may contract for services under the following conditions:

- Contractor services must be clearly included within the Grantee's approved Summary of Award and limited to the purpose of achieving the grant objectives specified.

- Grantees shall have a written agreement with each contractor and, prior to execution, shall submit a copy of the agreement to DOJ for review of alignment with the Summary of Award and provisions of the Grant Agreement as applicable.
- Grantees are responsible for ensuring that each contractor complies with the Grant Agreement, including, if applicable, collecting and reporting of progress and inspection data and disallowance of supplanting and restricted items.
- Contracting shall not affect the Grantee's overall responsibility for the management of a Project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities for the grant.

SUPPLANTING

Supplanting is prohibited. Supplanting is defined as using grant funds to pay for costs that are already funded within your agency's budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes. The effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the application or grant agreement.

If DOJ or the California State Auditor identifies that supplanting has occurred, DOJ may pursue remedies for non-compliance.

OVERPAYMENT OF FUNDS

If an agency is inadvertently reimbursed for more than the amount expended, the overpayment of funds must be returned to DOJ. If the grant for which the funds are being returned is still active (within the term of the MOU), then the returned funds can be shown as a credit on the next claim submitted for reimbursement. If the grant term has ended, the agency must return the funds within 90 days of notice of overpayment. Checks should be made payable to the California Department of Justice and mailed to:

California Department of Justice
Division of Operations
Tobacco Grant Program – 8th floor
P.O. Box 160187
Sacramento, CA 95816

PROJECT INCOME

Income generated from a project, if any, may be reinvested by the Grantee into the project for which the grant was awarded, returned to DOJ, or DOJ may approve other uses by the Grantee in accordance with the general purposes of the grant. Project income does not include fines, penalties, legal costs, attorney's fees, or other property collected as a result of enforcement actions by the Grantee.

NON-USE OF FUNDS

Grantees are expected to **start operations within six months** of the execution date of the MOU, or approved start date, and are responsible for advising DOJ if they are unable to do so.

Grantees who have not started their project and expended any funds within the first year of the beginning of the grant term shall forfeit their award.

NON-COMPLIANCE

In the event a Grantee fails to comply with any of the terms and conditions of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund or Grant Agreement, DOJ will notify the Grantee in writing.

In the event DOJ and a Grantee are unable to resolve a Grantee's non-compliance with the terms and conditions of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund or Grant Agreement within 30 calendar days of the written notice, DOJ may take one or more of the following actions:

- Withhold payments
- Recover funds paid to the Grantee
- Impose additional conditions on the Grantee
- Terminate the Grant Agreement
- Disqualify the Grantee from consideration for future grants

WITHHOLDING OF 10% PENDING CLOSEOUT

DOJ may withhold the final reimbursement claim(s) or 10% of the grant amount, whichever is more, pending approval by DOJ of the final Quarterly Progress Report (QPR).

AUDITS

Grantees and sub-recipients are subject to audit by both the California State Auditor and DOJ (Rev. & Tax. Code, § 30130.56, subdiv. (a)). In addition to formal audits, DOJ may conduct site visits and request other meetings with reasonable notice. Grantees are expected to be available for these meetings. All documentation related to the receipt and use of grant funds shall be made open to inspection upon request by the California State Auditor and/or DOJ.

Grantees are subject to a financial compliance review in the form of an audit, an agreed-upon-procedure, and/or both. A review will be conducted in accordance with the Generally Accepted Government Auditing Standards and Revenue and Tax Code, sections 30130.56 and 30130.57, subdivisions (e)(1), (f) & (g), designed to accomplish any one or more of the following: to monitor compliance with the requirements of the grant program and the terms and conditions of the grant agreement; to assess the quantity, quality, timeliness and cost of services the Grantee produces and delivers under the terms and conditions of the grant agreement; and to assess the performance of any contract entered into by a Grantee relating to a grant.

Grounds for Audit Exception

One or more of the following shall be grounds for an audit exception, which may require the refund of amounts paid with grant funds:

(1) Failure to fully complete the work or services described in the Summary of Award document;

(2) Failure to assess the performance of any contract entered into by a Grantee; or

(3) Failure to maintain documents, records, receipts, and financial accounts supporting the expenditures reimbursed with grant funds.

DOJ GRANT MANAGEMENT

Each agency will be assigned a Grant Program Officer from DOJ for assistance with implementation and oversight of the agency's specific grant program throughout the life cycle of the grant. Grant Program Officers will maintain regular communications with their agencies and will provide administrative direction and guidance.

ACCESS

Upon reasonable notice, Grantees shall allow DOJ access to the records of the project, the project sites (if applicable), and any employees or contractors who may reasonably have information related to the project. Also, upon reasonable notice, Grantees shall allow DOJ to accompany the Grantee on project-related activities.

FUNDING

All expenses claimed for reimbursement, including contracted services, must already be paid by the Grantee. Expenses incurred by subcontractors as part of the project must be invoiced to and paid by the Grantee for reimbursement. DOJ will not reimburse any amount greater than the actual cost of the expenses to the Grantee.

Goods and services must be received, invoiced, and paid by the Grantee *during* the Grant Term in order to be eligible for reimbursement. Any funds spent after the expiration of the Grant Agreement cannot be reimbursed, regardless of when they were obligated or problems with vendor fulfillment.

COST CRITERIA

ALLOWABLE

In general, costs must meet all of the following general criteria to be allowable. An allowable cost must:

- Be reasonable for the performance of the grant, and allocable to the grant
- Be accorded consistent treatment
- In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in the agency's budget in another way, the Grantee shall provide a description of both the current and the prior assignments. The description shall be sufficient for DOJ to ascertain whether or not funds have been supplanted.
- Be adequately documented
- Comply with the California Healthcare, Research and Prevention Act and terms and conditions of the Grant Agreement
- Not be disallowed under the terms of the Grant Agreement

- Comply with applicable laws and regulations

REASONABLE

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant
- The requirements of the grant program and the terms and conditions of the grant agreement
- Market prices for comparable goods or services for the geographic area
- Whether the Grantee deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost

ALLOCABLE

A cost is allocable to the grant if the cost is incurred for grant-related activities.

Unless otherwise provided for in the grant agreement, if a cost is incurred for the performance of grant-related activities and also for other non-grant-related activities, and benefits both grant and non-grant activities, the proportion that is incurred for the performance of grant-related activities may be approximated using reasonable and properly documented methods and assigned to the grant.

PROJECT COSTS

Project costs may include the reasonable and necessary cost of tobacco-enforcement related items required to conduct grant-related operations. Specific costs that may be supported by funds awarded under the Tobacco Grant Program are as follows:

PERSONAL SERVICES (PERSONNEL)

Salaries, overtime, and benefits are allowable expenses as approved within the Grantee's budget. Amounts claimed must be based on actual wages and supported by payroll and attendance records kept by the agency and must be made available to DOJ upon request.

OPERATING EXPENSES AND EQUIPMENT

Equipment

Equipment that directly supports the applicant's project proposal may be purchased using grant funds if approved within the Grantee's budget. Equipment should be purchased **within the first year** of the project in order to maximize its utility during the grant term. Acceptable documentation for equipment purchases include copies of receipts and proof of payment (copies of checks or credit card statements). Maintenance of property records related to equipment is required.

Travel

Travel by Grantees for tobacco-related grant activities (if approved within the Grantee's budget) shall be in accordance with the State of California's written travel policies, and subject to any further

requirement in the grant agreement. Travel that directly supports the applicant's project may be reimbursed using grant funds subject to limitations indicated below.

Out-of-state travel requires prior approval and may be subject to additional restrictions.

Travel Cost and Reimbursement Limitations

Travel may be billed and reimbursed only as allowed by the State of California's established travel reimbursement rates in effect as of the date(s) of travel and must be included in the approved budget. Travel expenditures that exceed the State's allowable rates will be reimbursed only up to the amount allowed and the Grantee will be responsible for the balance.

Travel costs may only consist of the reasonable and necessary charges for commercial fares, public transportation, private vehicle, overnight and day parking of private or rental vehicles, bridge and road tolls, meals, lodging, and incidentals, incurred for travel necessary for the performance of the grant.

Documentation of Travel Expenses

Travel costs shall be substantiated by receipts made available to DOJ upon request for reimbursement. Acceptable documentation of travel expenses includes copies of receipts for meals, lodging, etc., and if applicable, completed agency mileage forms. All receipts must show 'paid'.

Training

Each grant recipient should send at least one representative to a workshop offered by the Tobacco Grant Program during the first year of each grant award.

All trainings must be Tobacco Grant-related. If the training is not offered by DOJ and specifically related to the Grant Agreement, then prior approval must be sought. To obtain prior approval for training, the Grantee must submit specific training information (e.g., flyer, agenda, registration notification, etc.) to confirm it covers tobacco-related content. No portion of training covering non-tobacco topics (e.g. alcohol, cannabis, or other drugs) will be reimbursable. Acceptable documentation for reimbursement of training expenses includes copies of receipts, proof of payment, and training information and approval notification from DOJ as noted above. Any travel associated with the training must comply with travel requirements noted above.

Other Expenses

Supplies and Materials

Supplies and materials that directly support the applicant's project and are not restricted items may be purchased using grant funds. Items in this category must not meet the definition of Equipment and may be consumable.

All items which include artwork and/or anti-tobacco messaging require pre-approval from DOJ. As a guideline, the anti-tobacco logo/message must be the prominent feature and should be at least 25% larger than any other logo/message in the design. If there is a front and back to an item, the anti-tobacco logo/message must be placed on the front.

Examples of allowable supplies/materials (if approved in the budget) include but are not limited to:

- Education materials (pamphlets, brochures, flyers).
- Community outreach items (e.g., pop-up tent, table, tablecloth, prize wheel).

- Promotional materials with an anti-tobacco message (e.g., hats, t-shirts, pencils/pens, water bottles, draw string/reusable bags, lanyards). The anti-tobacco messaging should be predominant and can be an image and/or text. Approval of logo/messaging is required from DOJ **prior to purchase** of the items.

Operating Costs

Examples of allowable operating costs (if approved in the budget) include, but are not limited to:

- Contracts and inter-agency agreements.
- Cell phone, including monthly service costs, allocable to grant project activities.
- Media campaigns (prior approval of logos, language/statements to be used, pictures/graphics, etc., must be obtained from DOJ prior to expenditure of funds).
- Office equipment (e.g., laptop/PC/printer) allocable to the grant project activities.
- Video/Audio recording devices (for enforcement operations).
- "Buy Money" used in the course of enforcement operations.

ADMINISTRATIVE COSTS

Administrative costs, if included in the Grantee's budget, are limited to no more than 5% of direct project expenses (See Rev. & Tax. Code, § 30130.57, subd. (f) and (g)).

RESTRICTED ITEMS

Grant funds shall not be used to purchase items that are considered restricted and/or intended for personal use. Examples include but are not limited to:

- Ammunition
- Awards
- Award certificates
- Balloons
- Briefcases
- Calendars (decorative)
- Cleaning supplies
- Coffee pots and supplies
- Drones
- Facilities lease/rent
- Facilities renovations
- Firearms and related accessories (scopes, holsters, racks, etc.)
- Food, beverages, and any other consumables (including for meetings/conferences)
- Gift Cards
- Hand sanitizers
- K9
- Kleenex/tissue papers
- Luggage

- Luggage carriers
- Pepper spray
- Personalized products used to advertise an agency and/or programs (e.g., pens, magnets) that are not specific to an anti-smoking/anti-tobacco campaign
- Picture frames
- Plastic eating utensils
- Portable fans
- Portable heaters
- Refrigerators
- Ribbons
- Uniforms and standard complement items (battle dress uniforms, vests, boots, etc.)
- Vehicles and/or vehicle trailer purchases (vehicle usage, leases, fees, and mileage reimbursement are allowable)

If there is a question about whether an item will be approved for reimbursement, then prior approval from the Tobacco Grant Program should be sought.

RECORD AND MATERIALS MAINTENANCE

RECORDS RETENTION PERIOD

Your agency must maintain grant records for the retention period established by your agency for those types of records OR for five years after a grant is closed out by DOJ, whichever is longer.

RECORDS TO MAINTAIN

Your agency must maintain records relating to the application, grant agreement, budget, and performance of projects. These records include, but are not limited to, reports of enforcement activities, educational programs, policy programs; personnel activity records; payroll records; travel claims; receipts; documents showing the calculation or methodology for determining whether funds were supplanted; and documents showing the calculation or methodology for determining administrative costs.

TOBACCO PRODUCTS

Grantees shall retain and preserve the tobacco products purchased or otherwise obtained during the course of performing a project, and the purchase records for such tobacco products, in accordance with the Grantee's written policies regarding retention, destruction or forfeiture of such items.

EQUIPMENT

Grantees shall maintain property records for the records retention period for each item of tangible property considered as equipment.

USE OF SUBMITTED DATA

Data submitted pursuant to the Grant Agreement may be compiled for DOJ use.

PUBLIC RECORDS ACT NOTICE

Grant documents, including correspondence, are considered public records and subject to the disclosure requirements of the California Public Records Act (CPRA) as solely determined by DOJ.

GRANT MANAGEMENT

INVOICING

INVOICE PACKAGES

Submit invoices using DOJ-provided forms with all required attachments via email to TobaccoGrants@doj.ca.gov.

A complete invoice package must include:

- The invoice cover page signed by the agency representative;
- The invoice detail pages; and
- Documentation of costs incurred and their subsequent payment for all Operating Expenses and Equipment (Section B) claimed. Goods and services received must be shown to have been paid in full.

Grantee must be in possession of supporting documentation for all claimed expenses prior to requesting reimbursement.

OTHER REQUIREMENTS

Prior to authorizing reimbursement on invoices submitted, DOJ will compare expenses claimed against all required reporting.

INVOICING FREQUENCY AND DEADLINES

Invoices, or requests for reimbursement, must be submitted quarterly (in arrears) by the deadlines listed below. If the date falls on a weekend or holiday, the reimbursement package will be due on the next business day:

Table 1. Invoicing Timeline

Quarter	Date Range Covered (based on payment dates)	Due Date
Summer	July 1 – September 30	October 15
Fall	October 1 – December 31	January 15
Winter	January 1 – March 31	April 15
Spring	April 1 – June 30	July 15

REPORTING REQUIREMENTS

QUARTERLY PROGRESS REPORTS

Quarterly progress reports (QPRs) must be submitted electronically using a unique link and instructions sent by DOJ via email prior to each report due date. Grantees are expected to describe grant activities undertaken pursuant to the grant during the reporting period.

ENFORCEMENT DATA REQUIREMENT

Grantees performing tobacco retail enforcement or inspections must provide supplemental data regarding these activities on the same schedule as QPRs. This data must be submitted separately to TobaccoData@doj.ca.gov using the DOJ-provided form.

REPORTING FREQUENCY AND DEADLINES

Reports referenced below must be submitted quarterly by the deadlines listed below. If the date falls on a weekend or holiday, the report will be due on the next business day.

Table 2. Reporting Timeline

Quarter	Date Range Covered (based on activity dates)	Due Date
Summer	July 1 – September 30	October 15
Fall	October 1 – December 31	January 15
Winter	January 1 – March 31	April 15
Spring	April 1 – June 30	July 15

MODIFICATIONS

Grantees seeking to modify any aspect of their grant should first contact their Grant Program Officer by emailing TobaccoGrants@doj.ca.gov for assistance. Specific cut-off dates and limitations may apply.

BUDGET MODIFICATIONS

A Budget Modification is limited to moving funds from one fiscal year to another and/or realigning funds between existing line items **up to a 10% increase** of the original amount awarded for any single line item across all fiscal years. Budget Modification requests require the submission of the Modification Request form and a revised Budget Detail.

Up to three Budget Modifications are allowed per fiscal year during the Grant Term.

GRANT MODIFICATIONS

A Grant Modification involves change to the Grant Agreement that exceeds the scope of a Budget Modification. Requests for a Grant Modification may propose changes to the use of grant funds, project description, project timeline, or other changes related to the project or budget. Grant Modification requests require submission of the Modification Request form including written justification of the need for changes and description of how the proposed changes align with the grant award. Requests modifying the budget require submission of a revised Budget Detail. Requests modifying goals and activities require submission of a revised Summary of Award.

Only one Grant Modification is allowed during the Grant Term.

EXTENSIONS

DOJ cannot reimburse for any expenses paid after the end date of the Grant Term as specified in the MOU. Flexibility to expend funds across four fiscal years is built into the MOUs. DOJ will not consider requests to extend the Grant Term unless received by DOJ **at least six months prior to the end date of the MOU.**

CLOSEOUT

DOJ shall conduct closeout review activities prior to closing out each grant to ensure that all necessary administrative actions and projects have been completed by the Grantee. Closeout review activities include, but are not limited to, review of required reporting, verification that any performance issues are resolved, and verification that any audit or agreed-upon-procedure findings are resolved.

DEFINITIONS

The following definitions apply to the Tobacco Grant Program:

Administrative Costs

The necessary and reasonable indirect expenses as allowed under the terms and conditions of the grant agreement.

Application

An application is a request by an eligible agency to receive a grant from DOJ pursuant to Revenue and Taxation Code section 30130.57, subdivision(e)(1).

Contractor

An entity or person, including a consultant, that enters into a contract with a Grantee to perform an approved grant-related activity. May also be referred to as a "Partner."

DOJ

The California Department of Justice.

Equipment

An item that has a *per-unit* acquisition cost of $5,000 or more and a useful life of at least one year. Equipment should be purchased **within the first year** of the project in order to maximize its utility during the grant term.

Grant

An award of financial assistance made to a Grantee, the principal purpose of which is the transfer of funds to carry out a project of public benefit authorized and intended by Revenue and Taxation Code section 30130.57, subdivision (e)(1), a Proposal, and the Grant Agreement between the Grantee and DOJ.

Grant Agreement

The final agreement entered into between DOJ and a Grantee, which sets forth the terms and conditions of the Grant. The grant agreement includes the executed MOU, Request for Proposals and associated documents, Summary of Award document, Budget Detail, and this Handbook.

Grant Program Officer

A DOJ staff member assigned as the primary point-of-contact for Grantees with regards to the implementation and administration of the grant. Formerly titled "Grant Administrator."

Grant Term

The period of time provided for in the Grant Agreement. Previously referred to as "Grant Duration."

Grantee

A local agency to which a Grant is awarded.

Inspection Data

Information regarding retailer inspection or enforcement activity by a Grantee under the terms of the grant agreement, including, but not limited to, information about retailer location, retailer violations, retailer inspections, and retail-related citations, licensing actions, administrative proceedings, diversion proceedings, and prosecutions. Inspection data includes information regarding such activities whether or not a violation was found or a citation was issued. A grant agreement may contain further information about what constitutes inspection data, how it is to be gathered and retained by a Grantee, and how and when it is to be reported to DOJ.

Letter of Intent (LOI)

A document affirming an awarded agency's intent to accept the grant award.

Local Law Enforcement Agency

A local government entity, such as a county, city, district, public authority, public agency, and any other political subdivision or public corporation that can support and hire law enforcement peace officers (as defined in Penal Code section 830) and is authorized to:

(1) Investigate or conduct an official inquiry into enforcement of state and local laws, ordinances, regulation, and policies related to the illegal sales and marketing of tobacco products to minors and youth, or

(2) Prosecute or otherwise conduct a criminal or civil proceeding arising from the illegal sales of tobacco products to minors and youth.

Project

An undertaking that is planned to conduct activities and achieve stated goals and objectives for which funds were awarded by DOJ to a Grantee from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.

Quarterly Progress Reports (QPRs)

Reports of grant-related activity performed in accordance with the approved project. Submission of these reports is required on a quarterly basis.

Records Retention Period

The period of time after the grant is closed out that a Grantee must maintain records related to the grant, which is at least five years from the date the grant is closed by DOJ.

Request for Proposals (RFP)

A solicitation for project proposals from eligible Local Law Enforcement Agencies.

Summary of Award

Document that contains the Grantee's approved goals/objectives and budget narrative reflective of any reductions and/or revisions.

Supplant

Using grant funds to pay for costs that are already funded within your agency's budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes. The

effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the application or grant agreement.

Tobacco Products

The same meaning as in Revenue and Taxation Code section 30121.

CALIFORNIA DEPARTMENT OF JUSTICE

TITLE 11. LAW
DIVISION 1. ATTORNEY GENERAL
CHAPTER 5. DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM

FINAL TEXT OF PROPOSED REGULATIONS

Article 1. General Provisions

§ 500. Applicability and Scope.

This chapter shall be known as the Department of Justice Tobacco Grant Program regulations. The regulations apply to Grants funded by the Department of Justice from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 501. Definitions.

The following definitions shall apply wherever the terms are used throughout this Chapter.

(a) "Administrative costs" has the same meaning as that in California Code of Regulations, title 2, section 61217.

(b) "Applicant" means a Local Law Enforcement Agency that has submitted an Application for a Grant.

(c) "Application" means a submitted proposal by an Applicant for a Grant.

(d) "Budget" means approximate cost of the Project, prepared for expense and planning purposes only.

(e) "Cigarette" has the same meaning as that in Revenue and Taxation Code section 30130.50, subdivision (a).

(f) "Department" means the California Department of Justice.

(g) "Equipment" means any tangible item with a per-unit acquisition cost of $5,000 or more and a useful life of at least one year.

(h) "Grant" means an award of funds made by the Department, in the form of reimbursement to the Grantee for actual expenditures incurred in performing the Project, as authorized by Revenue

and Taxation Code section 30130.57, subdivision (e)(1) and this Chapter.

(i) "Grantee" means an Applicant that has been awarded a Grant.

(j) "Grant Agreement" means the written agreement between the Department and a Grantee, setting forth the terms and conditions of the use of Grant funds.

(k) "Local Law Enforcement Agency" means a local government entity, such as a county, city, district, public authority, public agency, and any other political subdivision or public corporation that can support and hire law enforcement peace officers (as defined in Penal Code section 830) and is authorized to perform any of the following activities:

(1) Investigate or conduct an official inquiry into enforcement of state and local laws, ordinances, regulations, and policies related to the illegal sales and marketing of Tobacco Products to Minors and Youth.

(2) Prosecute or otherwise conduct a criminal or civil proceeding arising from the illegal sales of Tobacco Products to Minors and Youth.

(*l*) "Minor" means an individual under the legal age (as specified in Penal Code section 308) to purchase, possess, or use Cigarettes or Tobacco Products.

(m) "Project" means the activities and deliverables described in the Application to be accomplished through a Grant Agreement with funding.

(n) "Tobacco Products" has the same meaning as that in Revenue and Taxation Code section 30130.50, subdivision (b).

(*o*) "Youth" means an individual under 18 years old.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Sections 30121, 30130.50 and 30130.57, Revenue and Taxation Code; Sections 308 and 830, Penal Code.

Article 2. Application

§ 510. Request for Proposal.

(a) The Department shall issue a Request for Proposal (RFP) on the Department's website at https://oag.ca.gov/tobaccogrants for available Grants. An RFP shall include information about the following:

(1) The approximate amount of available funding.

(2) Deadline to submit an Application.

(3) Application requirements, as defined in Sections 530 and 531.

(4) Eligibility requirements as defined in Sections 520 and 521.

(5) Eligible Project cost requirements as defined in Section 522.

(6) The criteria that the Department will use to evaluate the Applications as defined in Sections 531 and 532.

(b) Grants shall be awarded each calendar year, provided funding is available.

(c) Allocation of funds is contingent on the enactment of the state budget. The Department does not disburse funds until the budget has passed and is signed by the Governor.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

Article 3. Eligibility and Eligible Costs

§ 520. Applicant Eligibility.

A Local Law Enforcement Agency is eligible to apply for a Grant.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 521. Project Eligibility.

The Project must include one or more of the following law enforcement efforts to be eligible for a Grant:

(a) Enforcing state and local laws related to the illegal sales and marketing of Tobacco Products to Minors.

(b) Conducting investigative activities and compliance checks to reduce the illegal sales of Cigarettes and Tobacco Products to Minors and Youth.

(c) Enforcing state and local laws related to the illegal sales and marketing of Cigarettes to Minors.

(d) Other programs supporting law enforcement peace officers' efforts to prevent or reduce illegal sales or marketing of Cigarettes and Tobacco Products to Minors and Youth, including, but not limited to, community outreach and education activities.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 522. Eligible Costs.

(a) Eligible Project costs are costs documented in the Grant Agreement and directly related to the work identified in the Project description and approved by the Grant Agreement. Final determination of eligibility will be made by the Department.

(b) All costs charged to the Project shall be documented within the Budget of the Project. Eligible Project costs include, but are not limited to:

(1) Personnel and Administrative: Costs reported for reimbursement must be based on actual wages for Grantee's staff or contracted staff, and may include benefits (e.g., health care, vacation, sick leave, retirement and/or social security contribution) that are customarily paid by the Grantee. Personnel benefit charges shall be calculated in proportion to the actual time worked on a Project. No more than five percent of the Grant shall be used for administrative costs.

(2) Travel: Costs for mileage, meals, and lodging. Grantees shall retain all records described in Section 545.

(3) Operational: Supplies and materials may be purchased for a specific Project, provided the items are claimed at a cost no higher than the original purchase price paid by the Grantee. Items not specifically listed in the Grant Agreement must be approved by the Department prior to purchase.

(4) Equipment: The cost of Equipment purchased for the Project shall not exceed the minimum amount necessary to accomplish the Project. Expenditures shall reflect costs outlined in the budget narrative as defined in Section 530.

(5) Media Campaigns.

(6) Training that is sponsored by the Department for the California Healthcare, Research, and Prevention Tobacco Tax Act of 2016 Tobacco Fund, or related to the Project for which the Grant was awarded.

(7) Decoys for undercover operations.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section

30130.57, Revenue and Taxation Code.

§ 523. Ineligible Costs.

(a) All costs that do not meet the criteria in Section 522 are ineligible Project costs. Ineligible Project costs include, but are not limited to:

(1) Expenditures outside the Project performance period as specified in the Grant Agreement;

(2) Work or services performed outside of the Project description in the Grant Agreement;

(3) Any real estate purchase or lease;

(4) Goods or services for personal use, including but not limited to, awards, award certificates or ribbons, balloons, briefcases, calendars, cleaning supplies, coffee pots and supplies, food and beverages, gift cards, hand sanitizers, Kleenex/tissue paper, luggage, luggage carriers, picture frames, eating utensils, fans, heaters, and refrigerators.

(5) Law enforcement materials and supplies, including but not limited to, firearms and related accessories, vests, uniforms, K9, pepper spray, vehicles, and vehicle trailers.

(b) Grant funds shall not to be used to supplant existing state or local funds for the Grantee's Project. Supplant means using Grant funds to pay for costs that are already funded within the Grantee's budget, or for which other state or local funds have already been received, in order to reallocate existing funds for other purposes.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

Article 4. Application Submittal, Review, and Grant Award

§ 530. Application Requirements.

(a) An Application must contain the following:

(1) A cover sheet that shall include: Applicant name; authorized representative's name, classification/position, address, phone number and email address; contact person's name, classification/position, address, phone number, and email address.

(2) A signature page signed by a representative authorized to submit the Application.

(3) Requested Grant amount; Project or Grant funding duration (24 or 36 months); and a brief summary of the description of the Project and its goals and objectives.

(4) A problem statement, as described in subdivision (b).

(5) A description of how the Grant will be spent, as described in subdivision (c).

(6) A Budget of eligible costs for the Project for 24 months or 36 months. The Budget shall contain the description and cost of the salaries, overtime, and benefits for each classification/position for each fiscal year, operating expenses and Equipment for each fiscal year, travel, administrative costs, and other expenses. Applications shall include a budget narrative justifying each cost. Applications shall also identify any state or local funding sources and amounts for the proposed Project.

(7) A narrative of previous tobacco Grant awards received from the Department, if applicable.

(8) Certifications, as described in subdivisions (d) and (e).

(9) Letters of intent, if applicable, as described in subdivision (f).

(b) Problem statement. An Applicant's problem statement shall describe a specific Cigarette or Tobacco Product related problem; a reasonable estimate of the scale of the problem, including how the problem affects Minors and Youth; the geographic area in which the problem persists, including, but not limited to, population data, relevant demographic and socio-economic characteristics of the community; Cigarette or Tobacco Product use rates and patterns, including, but not limited to, the rates and patterns of use in the community, particularly of Minors and Youth, the number of Cigarette or Tobacco Product retailers in the geographic area, and data regarding sales to Minors and Youth and specific problem locations; and any other factors contributing to the Cigarette or Tobacco Product related problems in the geographic area. The problem statement may be supported by studies, research summaries, crime statistics, or data from the California Department of Public Health.

(c) Project description. An Applicant's Project description shall include an explanation of how the Project will address the problem identified in the Applicant's problem statement, a list and narrative description of Project goals and order of priority, desired outcomes and an explanation of how the Applicant will measure those outcomes and the success of the Project, and a timeline for completing each goal measured in three-month increments. The Project description shall also specify the personnel positions that will be funded to carry out the Project, a description of the duties of each position, and the percentage of time that will be allocated to each duty.

(d) Certification regarding conflicts. An Applicant shall certify in its Application that it does not

receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products.

(e) Certification regarding supplanting. An Applicant shall certify in its Application that the requested Grant funds will not supplant existing state or local funds dedicated for the same purpose.

(f) Letters of intent. Any Applicant intending to contract with another entity to achieve the Project objectives shall provide a letter of intent signed by an official representative of each contractor conveying an intention to contract with the Applicant.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 531. Administrative Review of Application.

(a) The Department will review the Applications to ensure they are submitted by eligible Applicants, meet the requirements of Section 530, and are received by the Department in accordance with the RFP described in Section 510.

(b) The administrative review is a pass/fail evaluation. Only Applications that pass this review shall be evaluated under Section 532.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 532. Scoring of Application.

(a) Applications that pass the administrative review under Section 531 shall be reviewed by a merits review committee. The merits review committee shall initially assess whether or not the proposed Project is eligible under Section 521. This will render a pass/fail score.

(b) Each Application that qualifies after the review under subdivision (a) will be evaluated according to the following criteria:

(1) The significance of the problem to be addressed.

(2) The proposed Project and its goals and objectives, and the extent to which the proposed Project addresses the problem.

(3) The qualifications of the personnel required to implement the Project.

(4) The completeness, accuracy, and reasonableness of the estimated Budget.

(5) The capacity of the Applicant to achieve its stated goals and objectives. In assessing capacity, the Department may consider indicators of community support for the proposed Project, including letters of stakeholder support and information about the Applicant's community outreach efforts. In assessing capacity of an Applicant that is a party to an existing or prior Grant Agreement, the Department shall consider the Applicant's historical performance under the existing or prior Grant Agreement.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 533. Grant Award.

(a) Grants will be awarded for the full or partial amount requested, or denied, based on the following factors:

(1) Amount of available funding;

(2) Number of Applicants;

(3) Amount of funding requested by Applicants;

(4) The merits of the Application based on the criteria set forth under Section 532; and

(5) The Department's funding priorities.

(b) The merits review committee will submit its recommendations for funding to the Attorney General or designee for final selection. The Department shall notify the Applicant of the Grant award, including the amount, or the denial of a Grant award.

(c) The Department's selection(s) are final and not subject to administrative appeal.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

Article 5. Grant Agreement, Reimbursement, Progress Reports, Recordkeeping, and Audits

§ 540. Grant Agreement.

(a) Applicants selected for a Grant award shall provide a resolution of the Applicant's governing body, if one exists, authorizing the Applicant to enter into a contract with the State and identifying the person authorized to execute the contract for the Applicant. The resolution shall expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original contract, without an additional resolution from the governing body.

(b) The Grantee shall return a letter of intent to accept the award within 15 calendar days of the date of the Department's written award notice. The Grant Agreement shall then be prepared and executed with the Grantee.

(c) The terms and conditions of a Grant shall be set forth in a Grant Agreement entered into by the Department and the Grantee. A Grantee has the sole responsibility for the fiscal management of Grant funds, recordkeeping, reporting, performance of the Project, and all other aspects of compliance with this Chapter and the Grant Agreement. The Grant Agreement shall include, but is not limited to, the following:

(1) Grant amount.

(2) Grantee contact information.

(3) Grant duration.

(4) Description of the Project funded by the Grant award in Section 533.

(5) Budget with eligible costs.

(6) The Grantee's agreement to indemnify and hold harmless the Department, and all officers, agents and employees of the same, from and against any and all claims, liabilities, or losses of any kind or nature, whether direct or indirect, arising from or relating to the Project or use of the Grant.

(7) The Grantee's agreement to comply with the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 and this Chapter.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 541. Reimbursement.

(a) Reimbursement payments cannot be provided until a fully executed Grant Agreement is returned to the Department.

(b) Eligible costs incurred may only be reimbursed if a request is submitted to the Department on a quarterly basis on January 15th, April 15th, July 15th, and October 15th with an itemization of expenditures that shall include, but is not limited to:

(1) Purchases: paid invoices and/or receipts;

(2) Services: paid invoices and/or receipts;

(3) Timekeeping and Equipment logs: transaction register or other electronically generated reports; and

(4) Training and Travel: paid invoices and/or receipts.

(c) The Department is responsible for approving and processing reimbursement requests. The Department reserves the right to withhold approval of reimbursement requests if the Grantee is, at any time, not adhering to the Grant Agreement or the statutes or regulations governing the Tobacco Grant Program; or if the Grantee has not submitted any outstanding documentation or reports required by this Chapter.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 542. Progress Reports.

(a) Grantees must submit quarterly progress reports and other information requested by the Department related to the Grant. Quarterly progress reports shall be submitted on January 15th, April 15th, July 15th, and October 15th and shall describe Grant activities undertaken pursuant to the Grant Agreement during the reporting period. The final quarterly report shall describe Grant activities completed up to the end of the term of the Grant award.

(b) The Department may withhold the final reimbursement claim(s) or 10 percent of the Grant amount, whichever is more, pending approval by the Department of the final quarterly report.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 543. Grant Agreement Amendments.

(a) A Grantee may request a change in the use of Grant funds, the Project description, or the duration of the Grant award, or other changes related to the Project or Budget under the Grant Agreement by submitting a written request to the Department that includes the reasons the change is needed and that demonstrates the change is consistent with the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 and this Chapter.

(b) With the exception of Budget modifications, only one amendment is allowed during the duration of the Grant. Grantees may request up to three Budget modifications per fiscal year. Budget modifications are limited to moving funds from one fiscal year to another or realigning funds to increase a line item by no more than 10 percent of the original amount awarded for the line item.

(c) Requests to extend the duration of the Grant will not be considered unless received by the Department at least six months prior to the end of the duration of the Grant award.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 544. Project Breach-Termination.

Failure of a Grantee to comply with the Grant Agreement or this Chapter shall be treated by the Department as a breach of contract. If the Department determines there is a breach of the Grant Agreement, the Department shall give the Grantee written notification. If the Grantee does not commence action to remedy the breach within 30 calendar days of the date of the written notice, the Department may terminate the Grant Agreement and void the Department's obligations. The Project shall remain subject to all recordkeeping and audit requirements contained in this Chapter.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 545. Recordkeeping.

(a) Personnel Records: The Grantee shall document and keep records of all labor and personnel

activity related to the Project, including payroll and attendance records and reports produced by an electronic timekeeping system.

(b) Travel Claims: The Grantee shall document and identify the personnel time, date of activity, work performed, and miles or other travel related to the Project.

(c) Other Records: The Grantee shall maintain all receipts, invoices, and records of procurement of goods or services related to the Project.

(d) Record Retention: The Grantee shall retain all documents, records, receipts, and financial accounts related to the Project as required by this section and as otherwise necessary to substantiate the purpose for which the funds were spent for five years from the expiration of the Grant Agreement, or in accordance with the Grantee's records retention period, whichever is longer.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Section 30130.57, Revenue and Taxation Code.

§ 546. Audits.

(a) The Department has the authority to conduct an audit of the Grantee's expenditure of Grant funds.

(b) Grantees shall cooperate with the Department by providing any and all documents, records, receipts, and financial account records described in Section 545 to the Department upon request.

(c) One or more of the following shall be grounds for an audit exception, which may require the refund of amounts paid with Grant funds: (1) failure to fully complete the work or services described in the Project description under the terms and conditions of the Grant Agreement; (2) failure to assess the performance of any contract entered into by a Grantee relating to a Grant as agreed to in the Grant Agreement; and (3) failure to maintain documents, records, receipts, and financial accounts supporting the expenditures reimbursed with Grant funds.

(d) The Department shall confirm the completion of the work or services described in the Project description and may inspect and/or make copies of any books, records, or reports of the Grantee pertaining to the Project.

(e) Upon completion of an audit, if there is a refund due to the state, the Grantee shall remit the refund due within 60 calendar days from the notification to the Grantee by the Department.

Note: Authority cited: Section 30130.57, Revenue and Taxation Code. Reference: Sections 30130.56 and 30130.57, Revenue and Taxation Code.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of Project and Program Grant Agreements with Las Positas College Foundation, Livermore Art Association, and Livermore Valley Performing Arts Center dba Livermore Valley Arts, consistent with the City's Public Art Policy.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council adopt a resolution approving the applications and authorizing the execution of the following Project and Program Grant Agreements:

- Las Positas College Foundation in the amount of $10,000 for 2025 LPC Literary Arts Festival
- Livermore Arts Association in the amount of $5,800 for 2025 Spring Arts Program
- Livermore Valley Performing Arts Center dba Livermore Valley Arts in the amount of $10,000 for four events in the Cultural Celebration Series

SUMMARY

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. In September 2024, a total of three (3) eligible applications were received for Project and Program grant funds. The Commission for the Arts and staff recommend the City Council adopt a resolution approving the execution of a Project and Program Grant Agreement with each of the following three (3) applicants: Las Positas College Foundation, Livermore Art Association, and Livermore Valley Performing Arts Center dba Livermore Valley Arts.

DISCUSSION

In 2004, the City Council created the Public Art Fund for the purpose of funding public art and cultural programming. In 2008, the City Council created the Project and Program Grant Program to provide funding from the Public Art Fund for local organizations and artists providing cultural enrichment experiences in Livermore.

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice a year in March and September and providing funding recommendations to

the City Council for final approval. Opportunities for funding were posted on the city website and social media. On September 1, 2024, staff received a total of three (3) eligible applications which were reviewed by an ad hoc committee of the Commission for the Arts. The committee presented its funding recommendations to the full Commission at its regular meeting on September 24, 2024. The Commission for the Arts selected all three (3) applications for funding. The three (3) recommended projects, which meet the evaluation criteria and include expenses that are eligible for funding, total $25,800 and are described below:

Agency	Project	Funds Requested	Grant Recommendation
Las Positas College Foundation	2025 LPC Literary Arts Festival	$10,000	$10,000
Livermore Art Association	2025 Spring Arts Program	$5,800	$5,800
Livermore Valley Arts	Cultural Celebration Series- Diwali, Lunar New Year, AANHPI Celebration, Juneteenth	$10,000	$10,000

The Las Positas College Foundation's 2025 LPC Literary Arts Festival is a free, one-day, festival of local and international literary speakers, workshops, and activities located at the college and open to Las Positas College students and the community. The Livermore Art Association's 2025 Spring Arts Program is comprised of two major art shows: Spring Art Show and Essential Figure Show, which combined represent 80 years of visual art exhibits. Livermore Valley Arts' Cultural Celebration Series' second half of the season consists of Diwali: Celebration of Lights, Lunar New Year, Asian American and Native Hawaiian/Pacific Islander (AANHPI) Celebration, and Juneteenth.

FISCAL AND ADMINISTRATIVE IMPACTS

The Project and Program Grants are funded with Public Art Fee funds, which have been included in the FY 2024-25 budget. No further appropriation is needed at this time.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

1: Further enhance Livermore's unique sense of place

ATTACHMENTS

1. Resolution
2. Exhibit A - Las Positas College Foundation
3. Exhibit B - Livermore Art Association
4. Exhibit C - Livermore Valley Arts

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF PUBLIC ART FUND PROJECT AND PROGRAM GRANT AGREEMENTS WITH LAS POSITAS COLLEGE FOUNDATION IN THE AMOUNT OF $10,000, LIVERMORE ART ASSOCIATION IN THE AMOUNT OF $5,800, AND LIVERMORE VALLEY PERFORMING ARTS CENTER DBA LIVERMORE VALLEY ARTS IN THE AMOUNT OF $10,000

The City Council created the Public Art Fund for the purpose of funding public art and cultural programming consistent with the public art policy administered by the Commission for the Arts. The Project and Program Grant Program was created by the City Council to utilize the Public Art Fund for the promotion of programs for the cultural enrichment of Livermore residents and visitors.

The Commission for the Arts reviews applications for the Project and Program Grant program twice per year, in March and in September. The Commission for the Arts received a total of three (3) applications for September 2024. Following a review of those applications, the Commission for the Arts recommends funding three (3) Project and Program applications.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE, AS FOLLOWS:

1. The City Council authorizes the City Manager or designee, to execute the Las Positas College Foundation Agreement in the amount of $10,000 for the 2025 LPC Literary Arts Festival, attached hereto as Exhibit A.

2. The City Council authorizes the City Manager or designee, to execute the Livermore Arts Association Agreement in the amount of $5,800 for the 2025 Spring Arts Program, attached hereto as Exhibit B.

3. The City Council authorizes the City Manager or designee, to execute the Livermore Valley Performing Arts Center dba Livermore Valley Arts agreement in the amount of $10,000 for four events in the Cultural Celebration Series, attached hereto as Exhibit C.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Las Positas College Foundation Agreement
Exhibit B – Livermore Art Association Agreement
Exhibit C– Livermore Valley Arts Agreement

EXHIBIT A

AGREEMENT BETWEEN CITY OF LIVERMORE AND LAS POSITAS COLLEGE FOUNDATION FOR FISCAL YEAR 2024-25 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2024, between the City of Livermore, a municipal corporation ("City"), and Las Positas College Foundation, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the 2025 LPC Literary Arts Festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Literary Arts Festival to be held on Saturday, May 10, 2025 on the Las Positas College campus.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* support for a free, all day event of local and internationally famous literary speakers, workshops, and activities located at the Las Positas College campus for the Livermore community and Las Positas College students. Funds will support artistic personnel to staff talks, workshops, panels and marketing the event. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report

has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. **NOTICES**

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Theresa De La Vega, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Las Positas College Foundation
Attn: Kenneth Cooper, Executive Director
[redacted]

V. **GENERAL CONDITIONS**

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days

after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with

respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. **BINDING EFFECT**

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. **COUNTERPARTS**

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

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Las Positas College Foundation
a California non-profit corporation
"Grantee"

By: Signed by: Kenneth Cooper 1C61DB69A3BD435... Dated: 11/5/2024 | 12:02 PM PST

Kenneth Cooper
Executive Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ Dated:_____

Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:

DocuSigned by: Tara Mazzanti B099F65715704E2... DS

DEPUTY/ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A Application for Project and Program Grant from the City of Livermore
Exhibit B Insurance Requirements

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LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

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Applicant Name: The Las Positas College Foundation

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

☒ 1. Application Checklist (this page).

☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?

☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.

☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.

☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.

☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.

☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.

☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.

☒ 9. Resumes/biographies of key project individuals, generally one page each.

☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.

☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.

2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.

3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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EXHIBIT A

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

8/28/24
Date

Kenneth G. Cooper
Print Name of Officer signing this form

Executive Director
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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Received
JAN 0 5 2004
Office of the President
Las Positas College

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 2 2 2003

LAS POSITAS COLLEGE FOUNDATION
[redacted]

Employer Identification Number:
71-0942040
DLN:
17053196040013
Contact Person:
LISA M VAN DER SLUYS ID# 95264
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(iv).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

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LAS POSITAS COLLEGE FOUNDATION

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

LAS POSITAS COLLEGE FOUNDATION

Support Las Positas College! DONATE NOW

Las Positas College Foundation Board of Directors

Board Officers



Ms. Kirsten Barranti, Esq.
Chair

Attorney at Law, Barranti Law Group, PC



Ms. Cynthia Ross
Vice Chair

Professor Emeritus, Las Positas College



Mr. Stephen Lanza
Immediate Past Chair

Principal, Tri-Valley Advising
Member Board of Trustees, CLPCCD
Adjunct Professor, MBA Programs, Business Strategy

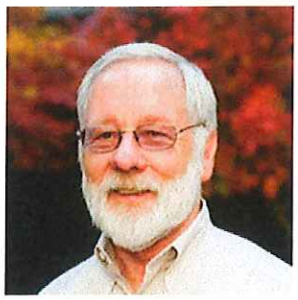


Dr. Dyrell Foster
Secretary

President, Las Positas College

Board Members

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Dr. Lynn Seppala
Director and Founding Member

Lawrence Livermore National Laboratories, retired



Dr. Jim Ott
Director and Founding Member

English Department Faculty, Las Positas College



Ms. Lori Souza
Director

LLNL Executive – retired



Dr. Barry A. Russell
Director

Past President – Las Positas College



Monica Davila
Director

MSN, RN, NEA-BC, CENP, CNOR, Caritas Coach®
Chief Nursing Officer
Stanford Health Care – Tri-Valley



Timothy Cooper
Director

Managing Director of North America Manufacturing at Lam Research



Nadine Horner
Director

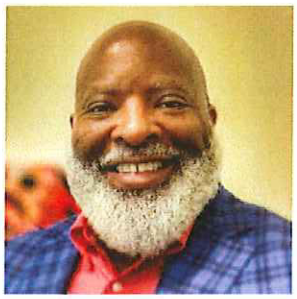
Senior Advisor: Government and External Affairs and Community Relations
Lawrence Livermore National Laboratories



Michelle Walker-Wade
Director

Community Relations Specialist
Sandia National Laboratories

Las Positas College Foundation Staff



Mr. Kenneth G. Cooper

Executive Director
Las Positas College Foundation
[redacted]

LOCATION AND CONTACT

[redacted]

Contact Us Online

NON-PROFIT STATUS INFORMATION

The Las Positas College Foundation is an IRS Approved 501(c)(3) nonprofit: ID# 71-0942040.

5% of all support of the College through the LPCF is allocated to unrestricted funds to be used to further the Foundation's mission.

LAS POSITAS COLLEGE

Las Positas College currently enrolls nearly 8,500 day and evening students. The College offers curriculum for students seeking career preparation, transfer to a four-year college or university, or personal enrichment.

Visit the College website »

SUPPORT LAS POSITAS COLLEGE TODAY

If you'd like to help support the programs at LPC, please donate to the LPC Foundation today. It's easy and secure!

DONATE NOW »

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: August 27, 2024

Amount of Grant Request: $10,000 Total Project Budget: $25,100

Applicant/Organization: The Las Positas College Foundation

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: https://www.lpcfoundation.org/

Preparer's Name and Title: Kenneth Cooper

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):
Literary arts festival:

Briefly describe the project or program for which support is requested:

The Las Positas College Literary Arts Festival is a free, one-day, festival of local and internationally famous literary speakers, workshops, and activities located at the college for the Tri-Valley community and students.

Number of people intended to reach: Audience: 1000 Participants: 1000

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: May 10, 2025
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: May 10, 2025

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Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   Please see attahced answers

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Please see attahced answers

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   Please see attahced answers

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   Please see attahced answers

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Please see attahced answers

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	Free Festival
Tuition/Workshop fees	$ 0	
Other:	$ 300	Attendee Donations
Subtotal: Earned Revenue	**$** 300	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$	$ 1,050	$
Grants *(Foundations/Government other than City)*	$	$ 13,000	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	**$**	$ 14,050	**$**

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$ 24,350

PROJECT EXPENSE *(Do not include in-kind expense)* Please see attached for detailed expenses

Personnel	**Amount**	**Notes**
Artistic	$ 13,800	
Production	$ 1,900	
Administrative	$ 2,100	
Other: *(describe in Notes)*	$ 250	Student Assistance
Subtotal: Personnel	**$** 18,050	

General	**Amount**	**Notes**
Venue Rental	$ N/A	
Materials and Supplies	$ 400	
Marketing and Promotion	$ 2,300	
Transportation	$ N/A	
Insurance	$ N/A	Ins. provided through CLPCCD
Other: *(describe in Notes)*	$ 3,600	Overtime for custodial svcs
Subtotal: General	$ 6,300	

Total Project Expenses (Personnel + General)	$ 24,350
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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EXHIBIT A

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
The LPC Foundation	Grant from the foundation to the Lit Festival	$8,000
The President's Speaker's Series	LPC President's Grant for Speakers	$ 5,000
Anonymous Donation	Reserved for Rosemary McGuire Workshop	$ 750
Reserve Funds		$ 300
		$
		$

Requested Grant Amount: $10,000

Cash Match Amount: $10,000

In-kind Match Amount: $0

Docusign Envelope ID: FFFA31A0-5D39-4147-91D9-BA97115F837D

EXHIBIT A

LPC Literary Arts Festival Project and Program Grant Answers

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

Our mission is to expose students and community members to the joys of literature and teach the craft of writing and publishing through workshops, performances, and panels about the writing and publishing process. An additional goal of the festival is to provide exposure for local writers, libraries, organizations, and businesses that support the literary arts, as well as bring in visitors from outside the immediate community to the college and Tri-Valley area. Eventually, we hope that the festival will make Livermore and its college known as a literary hub of the Bay Area. Our 2024 festival was a rich, vibrant event. This past year's event had 1613 free ticket reservations across 20 sessions, huge lines for book signings, and an incredible creative energy. We hope to continue building on this success for our 2025 event.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the time frame. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

Description: The 2025 LPC Literary Arts Festival will be a free, all-day event on the LPC campus for the Livermore community and LPC students. The individual sessions will be held in and around the Barbara Mertes Center for the Arts. There might also be some online/hybrid events for those who cannot attend in person. The sessions will include speakers, workshops, panels, the 22nd annual LPC Poetry Slam, book tables for featured as well as local authors and booksellers, children's story time featuring local librarians and other performers, open mics, and the publication and awards ceremony

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EXHIBIT A

for the *Havik: The Las Positas College Journal of Arts & Literature*, which was twice awarded Best of Show for Literary Magazines American Collegiate Press conference for two- and four-year colleges in the US and Canada.

We are currently exploring options for the festival keynote speaker and have been in negotiations with agents for acclaimed and local authors, such as Dave Eggers and Michael Chabon. Alaskan nature and environment writer Rosemary McGuire, who was unable to attend last year, will attend and present an in-person workshop. Plans are underway for additional events—including a possible follow-up to the 2022 Food & Wine Writing Panel that celebrated and featured local writers and growers—and we hope to equal or outnumber the twenty events we had at last year's festival. Other events that might return include Hollywood screenwriter Paul Guay's talk and workshop on screenwriting, and last year's Memoir Master Class workshop by Afghan American writer Tamim Ansary, which was popular.

Past festivals included a number of famous and award-winning authors, including Lemony Snicket (Daniel Handler), Reyna Grande, Brittany Miller, and Tommy Orange (*There There*), who inspired a series of presentations honoring Native American writers and culture and a Land Acknowledgement ceremony. Other past sessions included "Poetry of Place" featuring a reading by the Poets Laureate of Livermore and California, "Talking To Paintings" writing workshop, a presentation on strategies for getting published, an Asian American historian's reading, poetry slam writing, and much more. In 2025, we hope to present a lineup that can match last year's in both relevance and diversity of perspectives. The festival will also feature music, food trucks, and tours of campus artwork.

Origins: Our inspiration stemmed from the college's establishment of a Creative Writing Certificate and longstanding popular creative writing courses. With this festival, we hope to make Las Positas College and the City of Livermore a celebrated hub for the literary arts.

Originally scheduled for May 2020, our inaugural festival was postponed by the pandemic, and we finally held the event May 8, 2021, as an all-day online event; we "sold" over 1,000 free tickets, and had a stupendously successful day over Zoom, with attendees (and presenters) not only from

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features LPC and Livermore writers as well as writers from across the state, country, internationally. In 2023, our second in-person festival had 777 registrants; in 2024, we had 1613 registrants. We have been thrilled with the increase in attendance since 2022, and we are confident this number will continue to grow as word spreads about the inspiring sessions from previous years.

Timeframe and Implementation: The festival will likely be held Saturday, May 10, 2025. As stated above, we are currently in the process of booking authors. Facilities at the college have been reserved. For the next eight months, we will also focus on publicizing, arranging food, music, and tabling, etc.

- **Resources:** We have secured a grant of $8,000 from the LPC Foundation. We have secured $5000 from the Las Positas College President's Speaker Series to be used for the keynote speaker. We also have secured a private donation of $750, which is targeted for a specific purpose (see #5), and we have individual donations that will be applied to this year's budget. Similar to last year, we will have some volunteer support from faculty and students in running the festival.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

As outlined in our draft budget, the bulk of the grant funding would be used for artistic personnel for staffing the talks, workshops, and panels; we will also have costs associated with facilities, security, and food & beverages. We are again planning to do a robust publicity campaign via social media and in partnership with our community college district. In terms of revenue, we are committed to keeping the event free of charge to ensure that it is accessible to students, youth, families, and all community members, so any revenue would be from donations. We have allotted small stipends for event organizers and assistants. We are also supported by a number of volunteers.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

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We believe that nothing fits more closely with the idea of artsAlive! than an event that gathers people together to celebrate, learn, and practice their art form – literally, bring their art alive -- and that is the heart of the LPC Literary Arts Festival.

The festival enhances the visibility and vitality of local arts and arts organizations with readings and performances, an expo area for display and sale of books by local authors, information on other local events and groups, and panels and workshops on literary craft. We have also worked with several local businesses in our past two in-person festivals, including The Cheese Parlor, Towne Center Books, Ampuli food truck, Sweet & Mellow Coffee, Tino's Tacos, Free Range Flower Winery, and others, and will continue to reach out to local businesses to explore opportunities for collaboration.

The facilitation of partnerships, opportunities for collaboration, and sense of community among local writers and young developing writers are a core part of this event.

The LPC Literary Arts Festival will remain free of charge, open, and accessible to both students and the Livermore community, and will feature a diverse range of activities and panel/workshop topics, engaging a wide variety of attendees. It is our hope that this event, with the City's support, will become a long-term, sustainable cultural resource, a literary linchpin of the Tri-Valley arts scene.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing. Application Form - Project & Program Grants

At this time, we have an $8,000 grant from the LPC Foundation. We have also secured $5000 from the Las Positas College President's Speaker Series to be used for the keynote speaker. We have secured a private sponsorship of $750 for author Rosemary McGuire.

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List of Key Project Individuals

Richard Dry – Co-Lead Coordinator of the LPC Literary Arts Festival

- Author (*Leaving*, St. Martin's Press 2002)
- English Professor – Full-Time, Tenured
  Las Positas College

Toby Bielawski-- Co-Lead Coordinator of the LPC Literary Arts Festival

- Albany, CA Poet Laureate (2011-14)
- English Professor – Full-Time, Tenured
  Las Positas College

Martin Nash -- Co-Lead Coordinator of the LPC Literary Arts Festival

- English Professor – Full-Time, Tenured
  Las Positas College
- *Havik* Faculty Co-Advisor

Michelle Gonzales – Co-Lead Coordinator of the LPC Literary Arts Festival

- English Professor – Full-Time, Tenured
  Las Positas College
- English Department Coordinator
- Author (*The Spitboy Rule*, PM Press, 2016)

Contact Information:

Richard Dry [redacted]

Toby Bielawski [redacted]

Martin Nash [redacted]

Michelle Gonzales [redacted]

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EXHIBIT A

LPC Literary Arts Festival 2025 Projected Budget		
# Item	Individual Cost in $	Total Cost in $
• Nationally Recognized Keynote Author & Other Speakers		$15,000
Poetry Slam Prizes		500
Havik Awards Prize Money		500
Maintenance and Operations		1500
Facilities Rental (LPC Main Theater)	200 (min rental time = 3 hours)	500
Food		500

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EXHIBIT A

Music		500
PR/advertising		2,000
5 Assistant Staff	10x150	1500
Coordinators	4 X 500	$2,000
Sign language/closed captioning	Keynote and guest speaker	600
Total		25,100

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EXHIBIT A
EXHIBIT A

Las Positas College to Celebrate the Literary Arts

By Ruth Roberts

A cast of speakers will help celebrate Tri-Valley literature this weekend at the fourth annual Las Positas College (LPC) Literary Arts Festival. The free festival, at the college campus on May 11 from 9:30 a.m. to 6 p.m., will feature authors, artists, workshops and author Lemony Snicket.

"The goal of the festival is to bring a literary arts event to the Tri-Valley for the local community and our students to enjoy," said Michelle Gonzales, coordinator of the LPC English department and one of the organizers of the event. "(Over the years) the festival has become a way to celebrate literature and spread the word about writing and publishing to interested parties."

This year's lineup includes award-winning graphic novelist, filmmaker and tattoo artist James Spooner as the keynote speaker. Spooner will present a talk titled "Community Over Capitalism."

Daniel Handler, also known as Lemony Snicket to his legions of "A Series of Unfortunate Events" fans, will host a talk and workshop entitled "How to Write Like a Burglar." Queer cartoonist Ariel Schrag will also present a session as will Jaron Lanier, the father of virtual reality who will speak about "AI and the Future of Education."

Tamim Ansary, an Afghan American writer, will present "Islamic History: The Politics of Religion." Dera R. Williams, an SF Grotto member, will guide writers toward publication with a workshop on how to prepare queries and learn the process of submission, publication and self-publication. Poetry workshops, hosted by Gabi Myers, Aaliya Nitoto and Sarah Cain will also be available.

"We're packed full of interesting talks and workshops for every age," said Richard Dry, LPC English professor and one of the co-founders of the event.

The first festival event was born during the COVID-19 pandemic when restrictions forced the festival to go online. Today, the festival brings hundreds of students and residents to campus where the joy of literature, writing and the humanities are celebrated.

"What I love about the festival is that it makes the Tri-Valley a literary educational center for the Bay Area," said Dry. "I love that it's free. I love that it offers access to diverse and acclaimed authors to students and community members. And I love that it spreads the magic of literature and creative writing to everyone who attends."

In between sessions and throughout the day, food trucks, music and a visit with Curious George in the children's theater will also be available.

The event is hosted by the LPC English department and supported by grants from Kenneth Cooper and the Las Positas College Foundation, the Las Positas College President's Speakers Series and LPC President Dyrell Foster, the Student Equity and Achievement (SEA) Program and Program Director Shawn Taylor, and the Livermore Independent.

The festival is in and around the Mertes Center for the Arts Building 4000. Reservations for the workshops are required. For more information or to register for a session, visit bit.ly/3x-WRbkd.

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Hosted by Las Positas College

Craft Beer Foundation Will Hold Annual Beer Festival

By David Jen

Beer money will go a long way this coming weekend at the eighth Annual Livermore Valley Craft Beer Festival at Las Positas College (LPC).

Held by the Livermore Valley Craft Beer Foundation at the college's athletic field on May 11 from 1-5 p.m., the festival will raise money for LPC's Fire Service Technology program. The program provides an academic curriculum and hands-on training to prepare students for a variety of firefighting careers.

Last month, LPC formally opened its Public Safety Complex and Advanced Manufacturing & Transportation Building, complete with a new fire yard to house the various live-fire training props used by the fire tech program. In addition to LPC students, professionals from the Livermore-Pleasanton Fire Department also conduct exercises at the college's fire yard, often alongside the students, to pass on industry knowledge while they take advantage of the new facilities.

"One of the things that had already been on our radar to support was local firefighters," said Jon Sylvester, the beer foundation's executive director. "We were already planning on potentially putting on a different event to support firefighters."

Sylvester said they jumped at the idea when they heard about working with the college's fire program.

Proceeds from the beer festival last year donated $20,000 to the LPC Fire Service Technology program, allowing the program to buy a firehose training prop and enroll its students in technology that tracks firefighter exposures to job-related toxins over their career. The exposure history then steers firefighters toward personal preventative measures, while also helping them receive proper medical benefits.

This year's festival will see about 45 Northern California breweries, including Altamont Beer Works, Shadow Puppet, Homegrown Hops and Heady Works from Livermore. Four bands will alternate across two stages as beer enthusiasts enjoy tacos, pizzas, bratwursts and more from food vendors.

Sylvester said he expects about 1,300 to 1,400 guests this year.

The festival's first incarnation, in 2015, attracted about 800 people and 22 breweries to Livermore's Shrine Event Center.

"I had seen what was going on with craft beer and the energy," said Jon Sylvester, the foundation's executive director. "It was just a cool vibe (with) a lot of great friends that I was socializing with, and I felt like I could use that energy to do good for people who need help."

The festival then partnered with LPC last year to hold the event on its more spacious athletic field.

More information about the festival can be found on their website at livermore.beer.



Undeterred by chilly temps, about 300 attendees showed up outside the Bankhead Theater on May 4 for the Pacific Chamber Orchestra's inaugural Tri-Valley Craft Cocktail Competition. The event raised over $25,000 supporting music in schools. (Photo – Doug Jorgensen)

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Rotary Hosts Annual 'Starry Night' Charity Gala

The Pleasanton North Rotary will host its annual "A Starry Night" charity auction and dinner at The Club at Castlewood in Pleasanton on Friday, May 17.

"It's kind of a rite of spring," said event organizer Kristin Bureman. "We expect more than 200 guests, in formal or business attire, to share the fellowship of ending the rainy season and enjoying an excellent dinner, drinks, music, dancing and, of course, charitable giving."

Bureman said this year's gala, which begins at 5:30 p.m., was moved from the traditional April date to mid-May to increase the likelihood of fair weather and make use of The Club at Castlewood's outdoor space.

The group's first charity auction and dinner was held in 1979.

Proceeds from the gala will go to the non-profit Pleasanton North Rotary Foundation, which supports Tri-Valley social service organizations, youth programs, and international projects.

Among the items up for auction this year will be a guitar autographed by singer/songwriter Taylor Swift and a four-day, three-night getaway at Squaw Creek Resort at North Lake Tahoe. One successful bidder will also have a burger named for him on the menu at the Sidetrack Tap in Pleasanton.

Sugar Bear, a local six-piece rock band, will provide entertainment, with band leader Steve McDowell doubling as emcee.

Tickets are $165 and include cocktail-hour appetizers, dinner, and dessert.

For more information, go to pnr-rotaryfoundation.org.



PNR Past President Billy Buckley and guests dance "A Starry Night" away at the 2023 charity gala. (Photo by Jim Brice)

The Brilliance at the BANKHEAD
A Gala Fundraiser for Livermore Valley Arts
EXPERIENCE AN EVENING OF UNPARALLELED BRILLIANCE AT THE BANKHEAD STARRING
Katharine McPhee
with the Livermore-Amador Symphony
Saturday, September 7
Join us for our most spectacular fundraiser of the year, featuring the incomparable Katharine McPhee live on stage! Star of Broadway's Waitress, TV's Smash, and runner-up on the fifth season of American Idol, Katharine McPhee is a singer, actress, and songwriter who will delight the Tri-Valley with her enchanting and soulful vocal talents, alongside the Livermore-Amador Symphony.
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May 11th, 2024

9:30

10:00

Memoir and Fiction Master Class
Tamim Ansary
10:00-10:50
Rm 4213

***AFRO-PUNK* The Movie**
By James Spooner
9:30 – 10:50
Main Stage

Get Published!
Tips & Tricks
SF Writers Grotto
Dera R. Williams
10:00 - 10:50
Rm 4130

Tomás Moniz
Working with Publishers: First to Final Draft
10:00-10:50
Rm 4138

11:00

Las Positas College GET LIT Literary Arts Festival

Festival Keynote:
James Spooner
Writer/Director of *Afro-Punk*
and author of *The High Desert*
(Book Signing to Follow in the Lobby)
11:00-12:00

Children's Theater
LPC Theater and the City of Pleasanton:
Curious George: The Golden Meatball
11:00 – 12:00
Blackbox Theater

Noon-

Islamic History: the Politics of Religion
Tamim Ansary
Destiny Disrupted
12:10-1:00
Rm 4130

James Spooner
Ariel Schrag
&
Tomás Moniz
Hands-On Zine/Graphic Novel Workshop
12:30-1:30
Rm 4138

Fireside Chat with
Daniel Handler (Lemony Snicket)
12:30 – 1:30
Main Stage Theater
(Book Signing to Follow in the Lobby)

Open Mic and Local Author Tables
Facilitator: Livermore Poet Laureate Peggy Schimmelman
Art Gallery
12:00 - 2:30

Art Gallery

Library Activities for Kids and Adults
Dublin Library
Livermore Library
LPC Library
12:00-2:00
Tables and Upstairs

1:00

Grace Loh Prasad
Memoir: *The Translator's Daughter*
1:15-2:15
Rm 4213

Tracey Mitchell
The Big Fix: Hope After Heroin
& Narcan Training
1:45-2:45
Rm 4138

2:00

Slam Poetry Workshop
With Bri & Tri
2:00 – 3:00
Main Stage

Exploit Your Life for Art: A Conversation with ARIEL SCHRAG (*The L Word, Adam, Awkard*)
Fireside Chat
4130
1:45 – 2:45

Daniel Handler (Lemony Snicket) How to Write Like a Burglar
2:15 – 3:30
Rm 4212

Children's Theater Curious George
The Golden Meatball
Blackbox
2:00 – 3:00

3:00

Presidential Speaker
Jaron Lanier
AI and the Future of Education
Mainstage
3:00-4:00 pm

21st Annual "Speak Your Peace" LPC Poetry Slam
Bri & Tri w/Toby Bielawski
3:15-4:15
Black Box

Ariel Schrag (*L-Word, Dare Me*)
and Brittany Miller (*Woke, Platonic*)
TV Writing Workshop
3:00-4:15
Rm 4130

Dominic Lim
All the Right Notes: From the Stage to the Page
2:45-3:45
Rm 4138

4:00

Word of Mouth: Poetry, Wine, and Chocolate
Gabby Myers
Sarah Cain
Aaliyah Nitoto
Age: 21+
4:30-6:00
Rm 4138

Havik (#1 College Lit Journal in CA): The LPC Journal of Arts & Literature
Publication & Awards Ceremony
4:30-6:00
Rm 4127

6:00

Topic Track Color	Topics	Sessions	Authors
	Non-Fiction	Memoir, History, AI	Ansary , Prasad, Mitchell, Lanier , Local Authors
	Graphic Novel	Punk GN, LGBTQ+ GN, Zine	Spooner, Schrag, Moniz
	Fiction	Novels, Open Mic	Moniz, Lim, Local Authors
	Publication	Getting Published, *Havik*	SF Gotto, Havik Authors
	Poetry	Poetry Slam, Word of Mouth	Bri and Tri, Myers
	Scriptwriting and Production	Discussion, Workshop	Schrag, Miller, Spooner
	Youth Focus	Children's Writing, Crafts, Theater*	Handler (Snicket), Libraries, LPC Theater*

Purple Border = LGBTQ+

*Curious George tickets must be purchased separately through the LPC Theater Department May 11, 2024. Building 4000, Las Positas College, 3000 Campus Hill Drive, Livermore, CA 94551

Saturday, May 13th

Las Positas College GET LIT Literary Arts Festival

10:00-11:00	**Memoir Master Class** Tamim Ansary 10-10:50 Rm 4212	**Get Published! Tips & Tricks from Published Authors Who Lived to Tell the Tale** Nancy Davis Kho & Tomás Moniz 10-10:50, Rm 4130	**Muwékma Ohlone Singers and Dancers** 10-10:50			
11:00-Noon	**Festival Keynote: Tommy Orange** **Fireside Chat and Q & A** with LPC's Michelle Cruz Gonzales 11:00-Noon, Main Theater					
Noon-1:00	**Randy Ribay & YA Fiction Writing Workshop** 12:15-1:30 4138			**Open Mic for Authors** 12-12:50 Gallery	**The Poetry of Place: Poets Laureate in Conversation** Lee Herrick & Peggy Schimmelman 12:30-1:45 4127	**Stories and Crafting for Kids** featuring local libraries, ongoing from 12:00-1:50 (upstairs)
1:00-2:00		**Bruce Henderson & LPC Student Vet Panel** 12:45-1:45 4213	**Writing Workshop** Tommy Orange 1-2 Rm 4212	**Talking to Paintings: Art of Poetry & Poetry of Art** Dean Rader 1-2 4130		
2:00-3:00	**Catherine Ceniza Choy: On Asian Americans in the US, Scholarly Writing, & Publication** 2:00-3:00, 4213	**Feminist Writing Workshop** Judith Serin 2:15-3:30 4212	**Havik: The LPC Journal of Arts & Literature** Publication & Awards Ceremony 2:30-4:00 Cafeteria, Building 1600	**Open Mic for Authors** 2:15-3:30 Gallery	**Native Nations Poetry Panel** Kim Shuck, Jennifer Elise Foerster, & Dean Rader 2:15-3:30 4130	**Drag Queen Storytime for Kids & Kids at Heart** Ava Lashay & Avery Night 2-3, Black Box
3:00-4:00	**Slam Poetry Workshop** Bri & Tri 3:30-4:30 Black Box					
4:00-6:30	**20th Annual "Speak Your Peace" LPC Poetry Slam** Featuring Bri & Tri of Speak Easy Poetry, Toby Bielawski, & Special Guests 4:30-6:30, Black Box					

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

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

EXHIBIT B

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE ART ASSOCIATION FOR FISCAL YEAR 2024-25 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2024, between the City of Livermore, a municipal corporation ("City"), and Livermore Art Association, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the Livermore Arts Association's Spring Arts Program ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Livermore Art Association's Spring Arts Program scheduled to begin March 2025 and conclude June 2025.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* The Spring Arts Program is comprised of two art shows: the Spring Art Show, the premier showcase event, The Essential Figure Show, a figurative art show working in any medium, both 2D and 3D. Funds will support the rental of the venue and marketing for the program. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $5,800 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $5,800.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole

discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Theresa De La Vega, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Art Association
Attn: Christine Watters, President
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and

equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures

incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and

shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act

with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

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

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT B

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Art Association
a California non-profit corporation
"Grantee"

Signed by:
By: Christine Watters
2D1DBAE7A7324A8...
Dated: 10/3/2024 | 9:33 AM PDT

Name: Christine Watters
Title: President

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated:** _____

Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:
DocuSigned by:
Tara Mazzanti
B099F05713704E2...
DS
DEPUTY/ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

EXHIBIT B
EXHIBIT A

Livermore Art Association
[redacted]

August 29, 2024

The City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue,
Livermore, CA 94550

Re: Livermore Commission for the Arts Project/Program Grant Application

This Grant proposal is for LAA's *Spring Arts Program*, which is comprised of our two spring shows, each of which contribute significantly to the visual arts in Livermore. We are asking for a $5800 grant for Livermore Art Association's *Spring Arts Program*. The City Arts Commission grant continues to be essential to achieve break-even finances. It is an important component that allows the *Program* to happen yearly and keep the shows affordable for the participating artists.

The Spring Art Show is our biggest show and has existed for over 60 years. The Essential Figure Show is a very high-quality figurative show showcasing artists in many media, has existed for 15 years. (Note, in 2024 our plein air event, Paint Livermore, was included as part of our *Spring Arts Program*. Upon review we decided to not include it as part of the *Program* for 2025. Because it is a comparatively easy show to run, excluding it did not affect the *Program* budget significantly.)

Our shows support local artists and Livermore businesses and organizations. Both shows are held at the Bothwell Arts Center, we source from local businesses and have entertainment provided by local musicians. We value our collaboration with the City of Livermore Commission for the Arts who sends judges to our Spring Art Show to award special city awards every year. We also participate in the city kiosk and banner programs for advertising. We pay to advertise in the local paper, The Independent.

The *Spring Arts Program* is open to all visual artists and the public is invited to attend at no cost. Each year we support the Veterans Hospital Art program, students, and local artists.

Kindly,

C. Watters

Christine Watters
President, Livermore Art Association,
Part of Livermore's art community since 1957.

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

Applicant Name: Livermore Art Association

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

EXHIBIT B
EXHIBIT A

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

C. Watters — Aug 29, 2024

Authorized Officer's Signature — Date

Christine Watters — President

Print Name of Officer signing this form — Title of Officer signing this form

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- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature — Date

Print name of Artist signing this form

Checklist #2. Start Dates:

Does the event (s) related to this project begin at least two (2) months after the application deadline?

Yes. We meet the criteria.

The *Spring Art Program* has two major dates. Exact dates may vary slightly depending on venue availability.

- The Essential Figure Show is scheduled for March 21-23, 2025
- The Spring Art Show is scheduled for April 12-13, 2025.

EXHIBIT B
EXHIBIT A

Checklist #3. Organizational Summary.

Signed by the organization's Executive Director, Managing Director, President, Board Chair, or other authorized officer of the organization.

The Livermore Art Association is a non-profit organization formed on May 4, 1957. It currently has 199 members. We are deeply concerned with promoting an interest and understanding of art and crafts by the public. We encourage the growth and development of the creative talents of our members. Our shows are open to all. The involvement of our artists and crafts members provides stimulation and growth of the arts and artists in Livermore and our shows also attract visitors to Livermore.

C. Watters

Christine Watters
President, Livermore Art Association

Aug 29, 2024

Date:

CHECKLIST # 4 List of Current Officers

Officers:

All are one-year terms.

- President & LCAC Liaison - Christine Watters
- Vice President – Clark Streeter
- Secretary – open
- Treasurer – Heather Dever

Board Chairs:

All are one-year terms.

- Liaison of Shows – Craig Varden
- Membership & Hospitality - Georgia Jacobs
- Publicity - open
- Property - Richard Finn
- Programs – Chandana Srinath
- Workshops – Jessical Copeman
- Gallery Director - Peggy Kervin

EXHIBIT B
EXHIBIT A

CHECKLIST #5. 501(c)(3) Determination Letter

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EXHIBIT B
EXHIBIT A

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188030
May 27, 2022 LTR 4168C 0
23-7193793 000000 00
00011597
BODC: TE

LIVERMORE ART ASSOCIATION
[redacted]

031550

Employer ID number: 23-7193793
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 18, 2022, about your tax-exempt status.

We issued you a determination letter in September 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

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EXHIBIT B
EXHIBIT A

0248188030
May 27, 2022 LTR 4168C 0
23-7193793 000000 00
00011598

LIVERMORE ART ASSOCIATION
PO BOX 216
LIVERMORE CA 94551

time).

Thank you for your cooperation.

Sincerely yours,

Warren R Burton

Warren R. Burton, Operations Mgr
Accounts Management Operations 1

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: August 30, 2024

Amount of Grant Request: $5,800 Total Project Budget: $18,300

Applicant/Organization: Livermore Art Association

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: www.livermoreartassociation.org

Preparer's Name and Title: Christine Watters, President

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Visual Arts

Briefly describe the project or program for which support is requested:

Spring Arts Program comprised of two major art shows: Spring Art Show and Essential Figure Show.

Number of people intended to reach: Audience: 1100 Participants: 220

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: March 2025
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: April 2025

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   See additional pages.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   See additional pages.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   See additional pages.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See additional pages.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   See additional pages.

EXHIBIT B
EXHIBIT A

CHECKLIST # 6 Application Form (additional pages)

(6)1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

The Livermore Art Association (LAA) is a 501(c)(3) non-profit organization founded in 1957. Our mission is to promote public interest in the fine arts and fine crafts, as well as to encourage artistic progress and development of our members. Membership is open to anyone interested in the field of arts and crafts.

Our programming is focused on our members' desire to "show and grow".

- Monthly general meetings featuring talks from accomplished artists sharing their expertise and methods.
- Art-related Workshops.
- ArtTalks where artists come together for artist-to-artist discussions.
- ArtSpace, rotating open studio focusing on a single artist and their studio space.
- Providing opportunities to show and sell their art including
    - the *Spring Art Program*, Art in the Park, Library Show,
    - Group booths/site at Artwalk, Livermore Downtown Inc Holiday Market and TVAST (studio tour).
    - Member pages on LAA's website where members can showcase their work.

The LAA Gallery at the Carnegie Library is a co-op of LAA artists covering many media, including 2D, 3D and jewelry art. The Gallery invites guest artists and hosts small shows throughout the year.

LAA supports arts in the community as well: sponsor awards for children's and youth art at the Alameda County Fair through our Cornell fund, include display of veteran artwork at our Spring Art Show, and donate to local high school art programs.

One key measure of success is how much money we put in the pockets of local artists through show awards and art sales. In 2024 our *Spring Art Program* paid out $8936 to participating artists.

(6)2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

Our 2025 *Spring Arts Program* (the *Program*) comprises two art shows: Spring Art Show and The Essential Figure. Combined, the shows represent 80 years visual art exhibits. The Essential Figure grew out of the Spring Art Show (SAS). It was realized that there was an audience for figure drawing that could not be accommodated as part of the SAS.

The **Spring Art Show** is our premier showcase event and has been an annual event for over 60 years. We include all forms of art, and typically display over 200 pieces. Normally there are 80 participating artists and around 600 visitors. We encourage emerging artists, seniors, and young people to join and include a special show of artwork by the Veteran's hospital art group.

The **Essential Figure Show** is a high-quality figurative art show attracting artists working in any medium, both 2D and 3D. This is one of the only figurative shows offered in the area, giving figure artists a rare opportunity to showcase their work. It was created by well-known Livermore Artist, Barbara Stanton. 2025 will be its 16th year.

The *Program* typically attracts 200 artists to the Spring Art show and 35 to 45 participating artists in the Essential Figure Show. The shows attract over 1000 people from Livermore, the Tri-Valley and the greater Bay Area.

Need

The primary need is monetary as LAA artist members participation is broad and energetic in support of the program. The implementation of the Spring Arts Program is done by our members. The setup and running of the show are all done by volunteers.

Venue / location

The current venue of the SAS and EFS is the Bothwell Arts Center.

Implementation Process

The two shows that comprise our *Spring Art Program* are run starting in March, however planning and preparations start earlier with recruiting volunteers for the show committee, establishing the year's theme and schedule, developing the prospectus (rules of entry), show webpage and entry form, and promoting the calls for entry to artists far and wide.

The shows all have set deadlines and are run smoothly by a volunteer coordinating committee, the artists, and other volunteers. The preparations for the actual event include site setup, receiving and hanging of art, hosting a reception, running the exhibit, and take-down.

Publicity reaches all over the Bay Area and select art groups in Northern California. Every year we reach a wider audience than the year before. We are continually working to draw in artists and patrons from Livermore to beyond the Bay Area. (The publicity plan is attached.)

This year we are planning to increase advertising for the event with the goal of attracting more attendees than ever before. We will continue to participate in the city kiosk program for advertising and will increase paid advertising in the local paper, The Independent.

Timeframe

The show team comprising of the Show Chair and Leads is confirmed in the fall. Planning and preparations start in January with the actual events scheduled for March and April: The Essential Figure Show is March 21-23, 2025 and Spring Art Show is April 12-13, 2025. The actual dates change from year to year and are set to not conflict with other major visual arts events in the area.

Resources

The volunteers required to run the *Program* are already within LAA. We use local businesses as much as possible for external services such as musicians for the Spring Art Show reception.

Each show is budgeted to be zero-balanced. However, with ever-increasing costs, it can no longer be done for Essential Figure Show and has never been possible for our Spring Art Show without outside monetary support. We have already increased fees for artists, further increases would result in lower participation, putting further strain on the budget and on artists. We continue to look for additional sources of funding, ways to lower costs, and free/low-cost ways of attracting artists and art patrons, and sponsors.

EXHIBIT B
EXHIBIT A

(6)3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

The grant will be used to achieve break-even finance in the running of the full program. Key income for the *Program* comes from artist entry fees and sales of art to the public. (There is a 20% commission on art sales.) A concern is to attract many diverse artists with reasonable competitive rates of entry fees.

Major cost components are venue rent, advertising, and awards. We also pay honorarium to Judges, fees for musicians at the Spring Show reception. Food is provided for volunteer workers and the visiting public. We use the Bothwell for both the Spring Art Show and Essential Figure Show.

In the past the Grant has been needed to achieve break even finances. It is an important component to allow the *Program* events to happen yearly and keep them affordable to the participating artists.

EXHIBIT B
EXHIBIT A

(6)4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

This *Program* supports The Arts Commission artsAlive! Mission by adding to the unique sense of place in Livermore (strand 1) and contributes to the visibility and vitality of Livermore visual arts (strand 2). It gives the opportunity to all Livermore artists of diverse interests, backgrounds and ages to show their work to the public.

We endeavor to make the arts accessible to both the artists and the public. The *Spring Arts Program* is open to all visual artists, entry fees are low, monetary awards given, and the public is invited to attend at no cost. The *Program* offers art shows that span a broad range of visual art interest, each focusing on a unique aspect of art and it brings in visitors from all over the Tri-Valley and Bay Area.

We look to build more partnerships with Livermore businesses and organizations as the shows continue to evolve. We use local musicians for entertainment at our receptions. Each year we support the Veterans Hospital Art program, students, and local artists. We love to work with the judges from the City Commission for the Arts who award their own special City awards with the winning artwork put on display at the Livermore City Hall.

EXHIBIT B
EXHIBIT A

(6)5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

The Livermore Art Association will draw upon its nearly 200 members for participation and volunteer support to set up the events, run the events and dismantle the shows. We have a well-known art expert judge at each event.

At the Spring Art Show, the judges from the City Commission for the Arts select the City awards and art for display at the Livermore City Hall. Normally, the Livermore Mayor hands out the City of Livermore award.

Livermore Valley Arts give us a 25% non-profit discount on our rent.

We will be looking for individual and local business sponsors for our 2025 shows as well.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 7,400	Artist entry fees
Tuition/Workshop fees	$	
Other:	$ 4,500	Art sales (80% paid to artists)
Subtotal: Earned Revenue	$ 11,900	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 600	$	$ 600
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	$ 600	$	$

Project & Program Grant Amount Requested	$ 5,800
Total Project Support (Revenue + Income + Grant)	$ 18,300

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$	
Production	$	
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$	

General	Amount	Notes
Venue Rental	$ 4,575	Bothwell room rentals; see notes
Materials and Supplies	$ 1,960	See budget notes
Marketing and Promotion	$ 2,000	See budget notes
Transportation	$ 0	
Insurance	$ 600	
Other: *(describe in Notes)*	$ 9,165	See budget notes
Subtotal: General	$ 18,300	

Total Project Expenses (Personnel + General)	$ 18,300
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Entry Fees	Artist entry fees set for each show.	$ 7,400
Commission on Art Sales	20% commission on art and gift shop sales	$ 226
		$
		$
		$
		$

Requested Grant Amount: $ 5,800

Cash Match Amount: $ 7,626

In-kind Match Amount: $ 0

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CHECKLIST # 7 Notes to the Project Budget

Budget Deficit

The show budget is conservative estimates based on past shows and other considerations. The following factors are ways in which any loss can be covered:

- Work for increased art sales with our 20% commission attached.
- Attract more artists to enter the show thus increasing the income from entry fees. (We have already increased entry fees.)
- Approach local businesses for donations or sponsorships

If in the end the deficit remains, LAA would need to make up with sales at the Livermore Art Association Gallery located at the Carnegie Library and through other LAA programming.

Income

Art Entry Fees	Estimate based on history. Fees are charged for each art piece entered in the show.
Art Sales	This is the total sales of artwork and art objects sold during the show. This is comprised of show floor art sales and art gift shop/table. 80% of sales money is paid to the artist, 20% is LAA commission.

Contributed Income

Contributions (Individuals/Businesses)	LAA will be looking for sponsorships from local businesses and private individuals.

Expenses

Expenses categories for shows are consistent across shows. The numbers presented are a total for the program. It is indicated when an item is only applicable to one show.

Venue Rental	Rental of the Bothwell from Livermore Valley Arts (LVA) includes days for setup and exhibition. LVA gives a 25% non-profit discount on room rentals (our budgeted amount includes this discount).

EXHIBIT B
EXHIBIT A

Materials and Supplies	General supplies for displays for setup, signage. Award ribbons Stationery for artist badges, artwork labels, programs Food for volunteer lunches for setup and take down, and food for award receptions. Food for the Spring Art Show award reception is of high-quality, fitting for the special nature of the event.
Marketing and Promotion	For Livermore advertising space such as the Independent, color postcards and poster advertising for shops and art centers located around the Tri-Valley and the greater Bay Area. Printing service for programs.
Transportation	We use member vehicles to transport show equipment between storage and the venue.
Insurance	This is for coverage at the event and in cases of loss or damage of equipment.
Other	**Entertainment** by local musicians during the day and at the Spring Art Show award reception. The reception is historically attended by the Mayor of Livermore, the artists and the public. **Monetary awards** to artists who achieve prizes in art categories (per judge). This is a key attraction to the artists submitting and paying the entry fees (see Income). **Fees** paid for card payment processing. **Payments to artists** for their portion of the sales. 80% of sales money is paid to the artist, 20% is LAA commission. **Honorarium for judge** at each show. An accomplished judge is engaged to judge the artwork and grant awards.

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CHECKLIST # 8 List of *key* project individuals with brief job description

Christine McCall	Spring Art Show Chair	Oversees full operation of the Spring Art Show
Helen Harrison	Spring Art Show Lead, Gift Shop	Organizes the sales operation and general support
Joann Douk	Spring Art Show Lead, Entertainment & Volunteers	Sources entertainment for the event. Coordinates volunteers.
Craig Varden	Spring Art Show Lead, Properties LAA Liaison of Shows	Logistical planning and execution for show setup and take-down, including show equipment needs and layout. Oversees and advises on the *Spring Art Program*
Barbara Stanton	Essential Figure Show Chair	Creator, Organizer. In charge of all activities related to executing the show.
Georgia Jacobs	Hospitality	Coordinates the food and receptions for the *Spring Art Program*
Christine Watters	President, Livermore Art Association	Business administrator overseeing all LAA operations.

EXHIBIT B
EXHIBIT A

CHECKLIST # 9 Resumes/biographies of key project individuals (1 pg each)

EXHIBIT B
EXHIBIT A

CHRISTINE MCCALL – Spring Art Show Chair

COO The Last Factory

Kaleidoscope Clock Artist

Web Designer for Livermore businesses and non-profits

I was born and raised in Ohio and attended Miami University to obtain a B.S. in Systems Analysis. I moved to Livermore 15 years ago when my husband started working at LLNL. After a 20-year career in software engineering, I joined LAA in 2008. I became Publicity Chair, which evolved into maintaining the organization website. I moved into the field of website design and created sites for many local businesses and non-profits. I also taught artists how to set up their own websites on a budget. Due to my artistic style, I became known around town as the "Kaleidoscope Lady". My artworks are based on the historic buildings and clocks of Livermore. I sold these prints at the local gift shop in Blacksmith Square as well as the Carnegie Art Gallery.

In 2012 I joined The Last Factory, a Livermore business with a 40-year history, as the new webmaster. The job grew in responsibility as I learned every aspect of the company until I was able to manage it for the owner. I am now COO of the company.

EXHIBIT B
EXHIBIT A

HELEN HARRISON- Spring Art Show Lead, Gift Shop

Although most of my schooling and informative years were spent in Las Vegas, NV, I have lived in various parts of California most of my life. Currently, I live in Tracy and have been here for 31 years. I joined the Livermore Art Association 8 years ago. I was a member of the Livermore Art Association Gallery for about the same amount of time.

I make jewelry. My style is beading with gemstones. Friends invited me to a bead show and I have been hooked ever since.

I have volunteered with the Spring Art Show successfully running the gift shop since 2021. My plan is to help with this show for years to come.

EXHIBIT B
EXHIBIT A

JOANN DOUK – Spring Art Show Lead, Entertainment & Volunteers

Spring Art Show Chair 2024

Joann Douk was born and raised in Livermore, graduating from Granada High School in 1970. She was a medical assistant at Valley Memorial Hospital and later she was hired as a banquet server at the new Hilton Hotel in Pleasanton. Joann gained valuable experience in the hospitality industry as she juggled working for local caterers, restaurants, and wineries while her daughter pursued the culinary arts at Diablo Valley College. After living in Dublin, Alameda and Seattle, Joann moved to Orange County in 1996. As the only Activities Director / Event Planner for The Irvine Apartment Communities largest properties, Joann still found time to connect with many talented artists through their art associations. It was the beginning of a great retirement and renewal of her passion to give back to the community.

CRAIG B. VARDEN – Spring Art Show Lead, Property

Born: New York, New York

Education: Denison University, Ohio; BA History

Education: Columbia University, New York, NY; MBA Marketing-Finance

Lived: England, Italy, Ethiopia, Eritrea, Mexico, Philippines, Indonesia, Taiwan, China, Singapore

Military: US Navy Enlisted / Officer Candidate School / Lieutenant

Career:

- Sterling Drug International / New York/ Philippines / Indonesia / Taiwan ROC / General Manager
- Getz Bro International (Distributor) / Singapore / Managing Director
- H. Warta Transmarco (Photo – TV equipment) / Singapore / General Manager
- SciClone Pharmaceuticals International / Singapore / Pacific Rim Managing Director

Livermore Connections: Resident ten years / Graduate "Key to the City" program

Art Connections: Member of the Livermore Art Association for 6 years. Active in meetings and Spring Art Show. Photographer with sales in many countries. Member for 46 years in SuperStock Photographic Agency and three others in New York and Hong Kong.

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BARBARA STANTON – Essential Figure Show Chair

Creator and ongoing Chair of Essential Figure Show

Art Teacher

Past LAA Gallery Director, LAA Board Publicity Chair

Our chairperson for the Essential Figure Show is award-winning, internationally known artist, Barbara Stanton who specializes in miniature paintings and life drawings. Barbara has been painting for more than forty-five years now. Because of her skills at portraiture, she was chosen to paint the mural "Pioneer Founders of Pleasanton" for the City of Pleasanton, which was finished in 2014. In 2016, Barbara was the first American artist to be featured on the Australian TV show "Colour in Your Life".

Barbara has lived in Livermore for almost forty years now. She is very active in the local art community and is a long-time member of the LAA and was on the board as publicity chair for several years. Barbara was the Gallery Director for the LAA Gallery in the Carnegie building downtown for five years. Currently, she runs the Figure Drawing workshop and teaches art classes for children and adults every Fri. at Livermore's Bothwell Arts Center, as well as numerous workshops and demonstrations for California art groups.

Barbara founded the Essential Figure Show and has chaired it every year. 2023 was its 14th year.

EXHIBIT B
EXHIBIT A

GEORGIA JACOBS – Hospitality

LAA Membership and Hospitality Chair since 2019

Member LAA Gallery

I am a retired English teacher with a MA in Teaching and Teacher Education. I was the department chair of 21 teachers for five years. I also was the District Mentor Teacher training new teachers. I also owned and operated an exercise and dance studio in Tucson that evolved into a retail store. After 15 years I sold the store.

Since moving to Livermore in 2014 I have become a member of the Livermore Art Association. I am in my fourth year volunteering on the LAA board as hospitality and membership chairperson. In addition to my duties as membership chair, I developed our ArtSpace program, which encourages artists to open their studios for others to visit and learn new techniques and see other's workspaces.

As Hospitality chair, I provide refreshments for art receptions and meetings, organize and co-chair the annual potluck dinner.

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CHRISTINE WATTERS – President, Livermore Art Association

LAA President since January 2022

Programs Chair for 3 years

LAA Tech support

Textile and Mixed Media Artist

Raised in Vancouver BC and Kingston Ontario and attended Queen's University in Kingston, graduating with Bachelor of Science, Honors degree in Biology. Worked in biotech, pharmaceutical, and vaccines for 15 years. In 2016 moved with my husband and daughter to Pleasanton and to Livermore in 2017.

I joined LAA and was invited to take over Programs by the then Programs chair Marge Haggin, who mentored me for the first year. Over the last 4 years on the board I have progressively been getting more involved. During the pandemic I worked collaboratively with a small team from LAA, PAL and DAC to provide programming for the three organizations. I worked on the New Dawn online show in 2021, a first for LAA, where I designed and managed the submission process and website.

In January 2022 I took over the role of President for LAA. During this time LAA has continued to grow. Our membership has increased by 50%. We are offering workshops and monthly programs in addition to our general meetings. What is most exciting is our volunteer involvement has grown as well.

As an artist: I have always worked with textiles, started at the age of 10 when I made my first quilt. I fell in love with textile arts in the mid 1990's and have worked in it for the last 20+ years. I like to use textiles in unconventional ways, combining different media and techniques to produce stitched paintings and sculptural pieces.

EXHIBIT B
EXHIBIT A

CHECKLIST # 10 Brochures & Catalogues

Up to four items in any combination of brochures, catalogues, performance programs or similar organizational publications/materials.



2 The Independent • APRIL 18, 2024

City To Seek Federal Loan To Assi

By Larry Altman

The city council on Monday approved a plan to seek a $1.2 million 20-year loan from the U.S. Department of Housing and Urban Development (HUD) to help Tri-Valley Haven demolish and rebuild its domestic violence emergency shelter.

The 3-0 vote, with Councilmembers Brittni Kilck and Ben Barrientos absent, authorized city officials to apply for the loan, which is the city's latest effort to help Tri-Valley Haven raze its current buildings and construct new, larger ones that can serve more people.

"I just want to thank (Tri-Valley Haven) for their grid to improve residence."

Committee Member Alan Burnham added, "I think the question, perhaps, from the city is: does the state policy work for Livermore and, if a city report said. Some $800,000 in fundraising would remain.

Tri-Valley Haven's shelter provides safety for adults and children seeking refuge from domestic abuse, but is in a dilapidated condition. Demolition is expected to begin in June with construction on larger buildings to begin in the fall and completion by the end of 2025.

The project will construct a 7,563-square-foot residential building with 14 rooms and 37 beds for tenants. The building will include a kitchen, shared bathrooms, a living area, quiet room, laundry facilities, a dining area and two indoor playrooms, [illegible] boundary (UGB) to build industrial uses there.

Resident Jean King said that development in the area would upset the city's work-

Tri-Valley Haven will receive about $119,000 to provide rental assistance; Adobe Services will receive nearly $117,000 for rental assistance programs; Open Heart Kitchen will receive $25,000 for its Senior Meal Program, and Spectrum Community Services will receive $35,700 for its Meals on Wheels service. Nearly $200,000 will be sent back to pay toward previous loans related to the Axis Community Health service, the purchase of Hagemann Farms, and [illegible] for the emergency shelter [illegible] project.

HUD has not allocated [illegible] the funds because of fed- [illegible] eral budgeting delays, and [illegible] Valley Link rail service, a 42-mile line connecting Dublin and Pleasanton to Mountain House.

On the other hand, the

EXHIBIT B
EXHIBIT A

Social Media – Instagram post @livermore_art_assoc

https://www.instagram.com/p/C5zcSuGpqf1/



EXHIBIT B
EXHIBIT A



EFS poster (Print advertising)

https://www.instagram.com/p/C41oeRkp4lt/?img_index=1

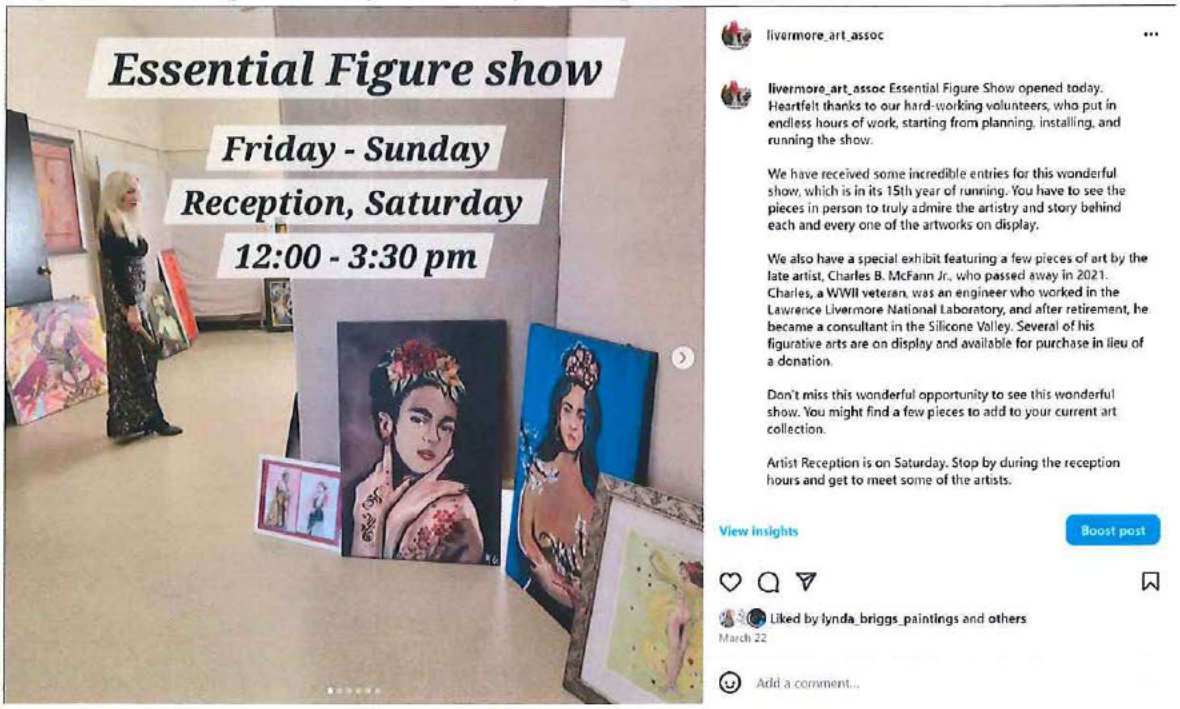


EXHIBIT B
EXHIBIT A

CHECKLIST # 11 Press Reviews

Up to four recent press reviews or articles or similar independently generated published materials.

Slideshow of Spring Art Show photos by Doug Jorgensen on the Independent website.

https://www.independentnews.com/culture/livermore-art-association-spring-art-show/collection_1c834fd6-0319-11ef-a063-db5740be8ad4.html



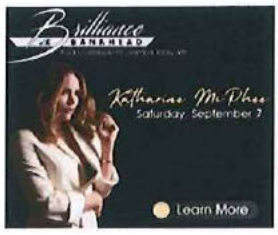
Livermore Art Association Spring Art Show

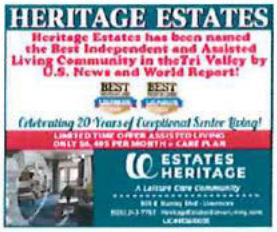
Apr 26, 2024 Updated Apr 26, 2024

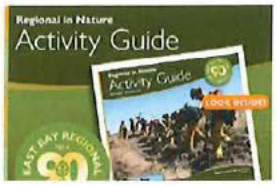
Livermore Art Association held its annual Spring Art Show at the Bothwell Arts Center in Livermore. Paula DuVall examines an acrylic on copper work. (Photos by Doug Jorgensen)



Tags Livermore Art Association | Spring Art Show | Bothwell Arts Center | Livermore | Lead_photo







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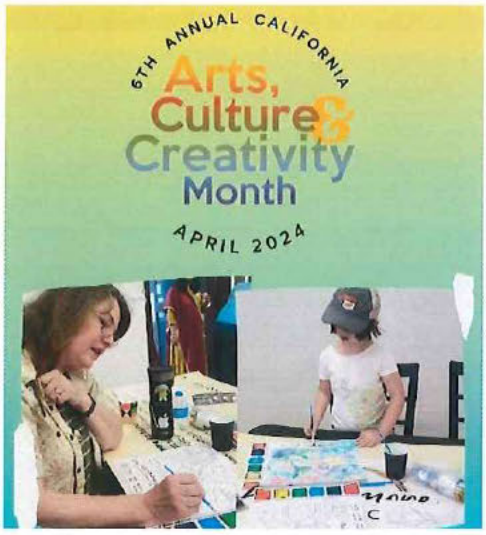
SPRING ART SHOW



Reception attracts a large crowd



Gift Shop support the artists and the show



April is Arts, Culture & Creativity Month. We set a table with Alameda County Arts Commission coloring sheets for all to enjoy.



The Mayor Presents the City Awards



Each year Bud Donaldson has a booth with art from veterans in his program at the Veteran's Hospital.

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Many discussions about art.





EXHIBIT B
EXHIBIT A

ESSENTIAL FIGURE SHOW



Barbara Stanton Creator and Organizer



Volunteer musician adds atmosphere





Show open on the weekend always draws a good crowd to the Bothwell



High interest in high quality art

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

LIVERMORE ART ASSOCIATION

SPRING ARTS PROGRAM
2024 MARKETING PLAN

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

BACKGROUND

The Livermore Art Association (LAA) has a number of events each Spring. There have been many events over the 67 years of the LAA. The Spring Art show is the premier show of the group. Essential Figure Show is a top-quality figurative show. Artists come from all over the Bay Area to participate and see the events and enjoy Livermore. The show itself is free to visitors. The art shown is for sale as well. The Association takes a commission on each to augment the show financial input.

MARKETING OBJECTIVE

To increase total event visitors to the shows by 10% (It was 800 in 2024). The goal is greater exposure of the arts to the Livermore community and possible increase in the art sales income component for the shows.

To attract artist visitors to the Spring Arts Program from over the Bay Area and beyond.

To enlist Livermore artists to bring friends and relatives to the shows via organization "Portfolio" Publication and our Constant Contact communication.

TARGET MARKET

Participating artists:

- For the Spring Art Show: Art in any medium, format (2D or 3D) and on any subject. painters (oil, acrylic, watercolor, gouache), photographers, wood artists, ceramic artists, Jewelry, textile, gourd and more.
- For Essential figure. any artist dealing in figurative art of any medium or form.
- Promote to school art programs to encourage student participation: high school and private art schools/teachers.

Attending audience:

- Senior Centers, religious groups, general public as reached through advertising and email lists we hold.
- Friends and relatives of Livermore artists and participating artists.

POSITIONING

Something exciting to do on the weekend of the events. The shows are premier events with fine arts and things to do in the Valley.

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ADVERTISING / MARKETING TOOLS

Press release to Bay area Newspapers and Magazines in the target group.

Liaison with Bay area art organizations by email. We now have list of interested artists and art groups in towns around the valley near towns and beyond. The number of emails addresses is over 600.

Paid advertisements in the Independent.

Produce hand-outs and posters / postcards for all events. Post in the valley, including City Kiosks.

"Invite Friends" Program where Livermore Artists are asked to bring in relatives and friends to the show.

Social media promotions on LAA's Instagram and Facebook pages and asking artists to share their involvement on their feeds / with their followers.

Invitation to Independent to send a photographer /reporter to cover the event. (Usually, come for Spring Art Show).

TIMING

Press Releases two and one week before the show.

Further develop full list of art associations in Bay Area.

Send out two communications waves or more to Bay Area art groups each event. Sometimes riding events together.

Book City Kiosks for each Spring Arts Program events month before events.

Ask Livermore Artists to be sure to invite friends and family to the show. Place in the "Portfolio" publication and "Constant Contact" the run before the show for member reminders.

Post on online community calendars and social media 4-6 weeks before event.

MARKETING THEMES

A great weekend of art, eating, wine and shopping.

Enjoy the Livermore Spring Art Program events and enjoy Livermore the event weekend, including the downtown restaurants, 50 Wineries, and the biggest shopping outlet in the Bay Area.

TARGET MEDIA:

Newspaper Magazines

Placing at least on the calendars & or press release:

- The Independent / San Francisco Chronical / East Bay Times /
- Pleasanton Weekly / Tracy Press / SF Weekly /Brentwood Press / Your Town / Diablo Magazine / Danville San Ramon News / Castro Valley Forum / Alamo Today & Danville Today / Contra Costa News

Online Nets

- Portfolio for PAL and LAA members /
- Livermore Art Association & Pleasanton Art League Constant Contact (member mailing list)
- Social Media: LAA Facebook / Instagram
- Patch (multi towns) / Nextdoor (multi towns) / Visit Tri Valley
- Radio with nets
- LCAC Member Net / LCAC Outside net
- Livermore Downtown Inc
- Arts Organizations Websites: Dublin Art Collective / Livermore Valley Arts / AVA / San Ramon Art Association / Fremont Art Association / Tracy Art League

Poster / Postcards

- Livermore 30 locations
- Dublin 3 locations
- Pleasanton 10 locations
- San Ramon 1 location

Radio

- Three stations in near area

Email Lists currently 600+

30 minute (driving) zone art groups / 60 minute zone art groups / Over 60 minute zone art groups / 60 minutes zone photography groups / Spring Show sign in lists from previous years / Members of Livermore Art Association / College art department teachers within 30 minutes / Art groups in quilting, metal arts, sculpture, ceramics, wood work. / Special target lists

Docusign Envelope ID: 73981A1A-B301-43C7-834B-938CDBAD2B49

CITY OF LIVERMORE FACILITIES

Produce special posters and arrange for posters on City kiosks.

To see if we can get City web calendar spots.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

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

EXHIBIT C

AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Valley Performing Arts Center dba Livermore Valley Arts FOR FISCAL YEAR 2024-25 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2024, between the City of Livermore, a municipal corporation ("City"), and Livermore Valley Performing Arts Center dba Livermore Valley Arts (LVA), a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support Livermore Valley Arts' Cultural Celebration Series ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: The Cultural Celebration Series, a season of free community mulitcultural events.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* to provide support for stage, equipment rentals, sound engineering, educational materials and artist fees for the following celebrations: Diwali: Celebration of Lights, Lunar New Year, Asian American Native Hawaiian, and Pacific Islander (AANHPI) Celebration and Juneteenth. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report

has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Theresa De La Vega, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Valley Performing Arts Center
Attn: Chris Carter
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days

after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with

respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

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

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT C

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Valley Performing Arts Center
Dba Livermore Valley Arts (LVA)
a California non-profit organization
"Grantee"

DocuSigned by:
By: Chris Carter _____ **Dated:** 10/9/2024 | 11:16 AM PDT
DD7F6E7658B0478...

PRINT NAME: Chris Carter
TITLE: Executive Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated:**_____
Brandon Cardwell
Innovation and Economic Development Director

APPROVED AS TO FORM:
DocuSigned by:
Tara Mazzanti
B099F05713704E2...
DS
DEPUTY/ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

Docusign Envelope ID: ECABA42C-FAFE-46C8-ACCA-B482ABD9D6EC

LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

Docusign Envelope ID: ECABA42C-FAFE-46C8-ACCA-B482ABD9D6EC

Applicant Name: Livermore Valley Arts

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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EXHIBIT C
EXHIBIT A

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 8/28/2024

Amount of Grant Request: $10,000 Total Project Budget: $96,300

Applicant/Organization: Livermore Valley Arts

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: www.livermorearts.org

Preparer's Name and Title: Arthur Barinque, Grant Writer

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Multidisciplinary

Briefly describe the project or program for which support is requested:
The Cultural Celebration Series is a season of 8 free community multicultural events.
These events are safe, secure, accessible, multigenerational, and inclusive for all.
2024 is the 9th year Livermore Valley Arts has provided free multicultural events in Downtown Livermore.
Support is requested for the second half of the season which are the following celebrations:
11/3/2024 Diwali: Celebration of Lights 2/2/2025 Lunar New Year 5/2/2025 AANHPI Celebration 6/21/2025 Juneteenth

Number of people intended to reach: Audience: 40,000 Participants: 40,000

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: 11/3/2024
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: 6/21/2025

Docusign Envelope ID: ECABA42C-FAFE-46C8-ACCA-B482ABD9D6EC

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

8/28/2024
Date

Chris Carter
Print Name of Officer signing this form

Executive Director
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

Docusign Envelope ID: ECABA42C-FAFE-46C8-ACCA-B482ABD9D6EC

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   Please see addendum.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Please see addendum.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   Please see addendum.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   Please see addendum.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Please see addendum.

EXHIBIT C
EXHIBIT A

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ N/A	
Tuition/Workshop fees	$ N/A	
Other: Vendor Fees	$ 8,000	
Subtotal: Earned Revenue	**$** 8,000	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)* LPC, Donors	$ 16,500	$ 16,500	$
Grants *(Foundations/Government other than City)*	$ N/A	$	$
City of Livermore *(other than this grant request)*	$ N/A	$	$
Other:	$ N/A	$	$
Subtotal: Contributed Income	$ 16,500	$ 16,500	$

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$ 34,500

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 39,000	Artists
Production	$ 20,500	Stage, lighting, rentals
Administrative	$ 28,800	Consultant
Other: *(describe in Notes)*	$ N/A	
Subtotal: Personnel	**$** 88,300	

General	Amount	Notes
Venue Rental	$ N/A	
Materials and Supplies	$ 2,000	Education materials
Marketing and Promotion	$ 4,000	Posters, ads, media, web
Transportation	$ N/A	
Insurance	$ 2,000	Bankhead Theater policy
Other: *(describe in Notes)*	$ N/A	
Subtotal: General	**$** 8,000	

Total Project Expenses (Personnel + General)	$ 96,300
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ (61,800)

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Livermore Valley Arts has allocated monies towards the Cultural Celebration Series to ensure a break even budget.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Independent Newspaper	In-kind marketing	$ 10,000
		$
		$
		$
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 10,000 LVA Funds

In-kind Match Amount: $ _____

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1. Livermore Valley Performing Arts Center, known as Livermore Valley Arts, is an independent, 501(c)3, non-profit organization that operates two spaces: the Bankhead Theater and the Bothwell Arts Center. The Mission of Livermore Valley Arts is to offer a broad range of arts opportunities and experiences to engage, enrich, and inspire our diverse community. LVA's vision: The catalyst of a dynamic and vibrant arts region.

The Bankhead Presents series includes more than 40 exceptional performances throughout the year. Together with performances by the Resident Companies, local community groups, and touring shows, events at the Bankhead engage, entertain, and inspire audiences of all ages. Livermore Valley Arts also operates the Bothwell Arts Center, which serves as an incubator for the Tri-Valley's vibrant arts community providing a nurturing environment for artists, performers, and cultural arts organizations to create and grow. Professional artists, actors, and teachers share their knowledge through classes, workshops, camps and so many other activities at both Bankhead and Bothwell. Livermore Valley Arts funds the East Bay Jazz High School All-Stars, an after-school program for high caliber musical performance and education for high school jazz musicians. ArtWalk is a community celebration of the arts in Downtown Livermore. The UNCLE Credit Union Art Gallery at the Bankhead Theater is a contemporary and modern art gallery, utilizing the walls of the lobby of the Bankhead Theater.

2. Livermore Valley Arts has continuously provided free community cultural programming in Downtown Livermore since 2016. Titled the Cultural Celebration Series, these events are safe, secure, accessible, multigenerational, and inclusive for all. 2024-2025 is the 9th year with a season of 8 events and expanded programming such as opening ceremonies and multicultural partner get togethers.

3. The awarded gift amount will help the Cultural Celebration Series be successful by providing funds towards necessary items such as stage and equipment rentals, sound engineering, educational materials and artist fees for the following celebrations:
11/3/2024 Diwali: Celebration of Lights
2/2/2025 Lunar New Year
5/2/2025 AANHPI Celebration
6/21/2025 Juneteenth

4. Strand 1: Promote the unique sense of place in Livermore, including the creation of a Cultural Arts District.

The Cultural Celebration Series promotes Livermore's uniqueness through historical representation, ie the history of rose gardens and farm workers contributions to the area.

Strand 2: Ensure the visibility and vitality of cultural arts organizations, artists and arts educators for all residents and visitors to the City through facilitation of partnerships and support for organizational strengthening within the arts, culture and heritage communities

The Cultural Celebration Series has been able to increase visibility of partner organizations and local artists throughout the years. These events are highly visible and attended. Organization leaders have won awards and made new connections because of our partnership.

Strand 3: Leverage the innate ability of arts engagement to create a sense of community and life-long learning by supporting a diverse range of publicly accessible opportunities for all residents, businesses and visitors to participate, with a special focus on youth

The Cultural Celebration Series creates a sense of community for all and for those who have not felt like they belong. These events bring people together. They have always been youth focused with youth artists performing and in some cases event components being youth led. Granada High School clubs have always had a presence at these events.

Strand 4: Provide long-term, sustainable resources that enable the City to support the arts and culture community as a resource for all residents, visitors and businesses.

Attendees of the Cultural Celebration Series events also spend money at downtown Livermore businesses. Some of these businesses have supported the Cultural Celebration Series through sponsorship.

The Cultural Celebration Series addresses all four strands in the Cultural Arts Master Plan. The Cultural Celebration Series promotes Livermore's uniqueness through historical representation, ie the history of rose gardens and farm workers contributions to the area. The Cultural Celebration Series has been able to increase visibility of partner organizations and local artists throughout the years. These events are highly visible and attended. Organization leaders have won awards and made new connections because of our partnership. The Cultural Celebration Series creates a sense of community for all and for those who have not felt like they belong. These events bring people together. They have always been youth focused with youth artists performing and in some cases event components being youth led. Granada High School clubs have always had a presence at these events. Attendees of the Cultural Celebration Series events also spend money at downtown Livermore businesses. Some of these businesses have supported the Cultural Celebration Series through sponsorship.

5. Las Positas College - Financial
Independent Newspaper - In kind
Livermore American Indian Center - Production
Cheza Nami Foundation - Production
Livermore Filipino American Organization - Production
Hindu Community Cultural Center - Production
Shanmukha Theatres - Production
XiaoPei Dance - Production
Tri-Valley For Black Lives - Production

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LIVERMORE VALLEY ARTS ORGANIZATIONAL SUMMARY

HISTORY

Since it opened in 2007, the Bankhead Theater has welcomed a diverse range of artists and audiences, bringing them together to share the rich experience of live music and performance. The Bankhead Presents series includes more than 40 exceptional performances throughout the year. Music of all genres is presented, from authentic western swing and the Great American Songbook to classic rock, smooth jazz and world music, as well as dance, acrobatics, theater, and comedy. Together with performances by the Resident Companies, local community groups, and touring shows, events at the Bankhead engage, entertain, and inspire audiences of all ages.

MISSION

Livermore Valley Performing Arts Center, known as Livermore Valley Arts, is an independent, 501(c)3, non-profit organization that operates two spaces: the Bankhead Theater and the Bothwell Arts Center. The mission of LVA is to offer a broad range of arts opportunities and experiences to engage our diverse community. LVA's vision: Become the heart of a vibrant cultural arts community.

PROGRAMS

Bankhead Presents - A seasonal line-up of performances that include amazing classical, jazz, blues, rock, and music from around the world; speakers from across the country; dance, opera, and theater from local and national companies.

Uncle Credit Union Art Gallery - A contemporary and modern art gallery, utilizing the walls of the lobby of the Bankhead Theater.

Bothwell Arts Center - An incubator for the Tri-Valley's vibrant arts community providing a nurturing environment for artists, performers, and cultural arts organizations to create and grow.

Arts Education: Camps and Classes - Professionals, artists, actors, teachers and so many others share their knowledge through our community outreach programs or their own offerings.

Arts Education: East Bay Jazz All-Stars - An after-school program for high-caliber musical performance and education for high school jazz musicians.

Arts Education: Cultural Celebration Series - Free family multicultural events on the Bankhead Plaza in Downtown Livermore that brings people together to celebrate our diverse community through education, empowerment, and entertainment.

DIVERSITY EQUITY AND INCLUSION

The mission of Livermore Valley Arts is "to offer a broad range of arts opportunities and experiences to engage our diverse community." We agree that a diverse, inclusive, and equitable workplace is one where all employees, volunteers, and patrons, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability, feels valued and respected. We are committed to a nondiscriminatory approach and providing equal opportunity for employment and advancement in all areas.

BUDGET

Contributions increased by 150% over the 2020-2021 fiscal year, and with a full year of performances, earned revenue returned to levels comparable to 2018-2019, the last full year of performances. 2021-2022 was a year of growth, and LVA finished the fiscal year in a position of financial strength. For the first time in history, LVA has a sizeable surplus and is able to invest in the future.



Chris Carter
Executive Director, Livermore Valley Arts

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Livermore Valley Arts Board of Directors

Website: https://livermorearts.org/board-of-directors/

Name	Position	Affiliation(s)
Denise Watkins	Board Chair, Executive	Pleasanton Schools Educational Enrichment Foundation
Leland Younker, PH.D.	Vice Chair, Executive	Valley Study Group, Rotary Club of Livermore
Henry (Hank) Huff	Treasurer, Executive	Friends of the Bankhead and Bothwell
Jean Shuler	Secretary, Executive	LLNL, Expanding Your Horizons Network
Dr. Kelly Bowers	Director	LVJUSD, Three Valleys Foundation
Kellene Cousins	Director	Pleasanton Cultural Arts Council
Dona L. Crawford	Director	California Council on Science and Technology
Joan K. Seppala	Director	Founder of the Independent newspaper
Judge Mark Eaton	Director	Axis Community Health Center
Dr. Dyrell Foster	Director	Las Positas College
Jeff Kaskey	Director	Livermore Heritage Guild
Jean King	Director	Livermore-Amador Symphony
Layne Marceau	Director	California Building Industry Association
Catherine Ndungo-Case	Director	Cheza Nami Foundation
Dr. Michael S. Weiner	Director	California Symphony
Philip R. Wente	Director	Wente Vineyards

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Mark Triska	Director	Represents Commercial Real Estate and Crane Ridge Vineyards
Phillip N. Dean	Director Emeritus	LVPAC Founder
Patrick Kernan	Director Emeritus	Pacific Symphony Chamber, Las Positas Foundation
Dr. Mortimer Mendelsohn	Director Emeritus	Del Valle Fine Arts
Thomas Reitter	Director Emeritus	Former Livermore City Council
Donna Wilcox	Director Emeritus	Art in the Vineyard, Livermore Valley Wine Festival

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EXHIBIT C
EXHIBIT A

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0424063143
Sep. 01, 2005 LTR 252C E0
68-0419182 000000 00 000
03575
BODC: TE

LIVERMORE VALLEY PERFORMING ARTS
CENTER
[redacted]

003325

Taxpayer Identification Number: 68-0419182

Dear Taxpayer:

Thank you for the inquiry dated July 27, 2005.

We have changed your business name as requested. The number shown above is valid for use on all tax documents. For your convenience, we have ordered corrected Forms 8109, Federal Tax Deposit Coupons, for you to make your deposits. You should receive them in five to six weeks. REMINDER - Your new business name should also be used if you deposit electronically. You can make Electronic Funds Transfer (EFT) payments using the government's Electronic Federal Tax Payment System (EFTPS) through a financial agent designated to process tax payments.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:30 a.m. and 5:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( ) _____ Hours _____

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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 2 0 1999

LIVERMORE VALLEY CONFERENCE AND
CULTURAL CENTER
C/O PHILLIP N DEAN
[redacted]

Employer Identification Number:
68-0419182
DLN:
17053160005029
Contact Person:
B. THORNTON ID# 95034
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
August 31, 1998
Advance Ruling Period Ends:
December 31, 2002

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and

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LIVERMORE VALLEY CONFERENCE AND

contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

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If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

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If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

Enclosure(s):
Form 872-C

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Livermore Valley Arts Personnel

Chris Carter, LVPAC Executive Director, full-time

Before being appointed as the Executive Director, Chris Carter served as the Director for Development and Communications for the Livermore Valley Arts. In his role, Carter was responsible for all the fundraising and marketing efforts for LVA. Since joining LVA, he has helped to raise more than $15 million for the arts in Livermore. He joined the LVA staff in 2014 after working more than eleven years at Saint Mary's College of California, where he spent the last eight as a leader in the College's development department. His last position held was Director of Alumni Engagement and Annual Giving.

Anne Giancola, Education Manager, full-time

Anne brings strong expertise and experience in community collaboration and arts communication to the Bothwell Arts Center. Prior to joining the Bothwell, she co-founded and served as studio director for Rollstone Studios, a non-profit art center near Boston, which was a lynchpin for community revitalization in the New England mill town of Fitchburg, Massachusetts. A working artist, Anne has run a mural painting business for more than 18 years.Combining her skills as a community collaborator with her affinity for working artists, Anne brings together diverse community groups to develop exhibits, performing arts, seminars, workshops and public art projects. A graduate of the University of California Santa Barbara, she has a strong arts and communications background. Anne completed her master's degree with distinction in Applied Communications from Fitchburg State University in 2013.

Britany Blume-Mulgrew, Development Manager, full-time

Mrs. Mulgrew brings 16 years' experience in the performing arts, entertainment and ticketing. She began in ticketing at the age of 15 at Wente Vineyards and progressed to Event Management. In 2007, she joined LVA as a ticket agent for the Bankhead Theater. Later, she was given the task of Volunteer Coordinator and developed the procedure for maintaining the volunteer data base. She moved into the Development Department to oversee management of the donor database and now oversees all aspects of Membership. In addition to her career at LVA, Ms. Mulgrew has worked in fundraising with the Alameda County Fair's Volunteer Program, the Livermore Valley Winegrowers Association. She remains active as a member of the Bay Area Professional Ticketing Association.

Arthur Barinque, Event Consultant, part-time

Arthur Barinque is a multi-disciplinary professional visual, dance, and performing artist and foremost community arts advocate. Arthur has knowledge and hands-on experience in planning and executing diverse high profile collaborative events and programs. He uses this to best serve and bridge his local community in Livermore, the Tri-Valley, and the greater San Francisco Bay Area. Arthur has over a decade of experience producing and being involved in impactful youth focused projects from concept to completion. These programs and events connect generations and cultures which build strong foundations of community. A few programs Arthur has been involved in; City of Livermore Urban Art Mural Program, Pathway to Picasso, AS1 Breakdancing Competition Series, Mighty4 Day, BOOST Collaborative Conference, Arts in Schools elementary assemblies, multiple high school art and photography exhibits, judging Teen Expo. Arthur provides mentorship, opportunities, platforms, and guidance for youth in middle school through college. Arthur has served on the Alameda County Arts Commission and Livermore Arts Commission. Arthur is currently President of the Livermore Filipino American Organization.

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LIVERMORE VALLEY *arts*

LAS POSITAS COLLEGE

THE *Independent*

2024-2025

CULTURAL CELEBRATION

SERIES

11.03.2024

DIWALI: FESTIVAL OF LIGHTS

11AM-3PM

BANKHEAD PLAZA

2400 FIRST STREET | LIVERMORE

FREE FAMILY FRIENDLY



EXHIBIT C
EXHIBIT A

LIVERMORE VALLEY *arts*

LAS POSITAS COLLEGE

THE *Independent*

2024-2025

CULTURAL CELEBRATION

SERIES

02.02.2025

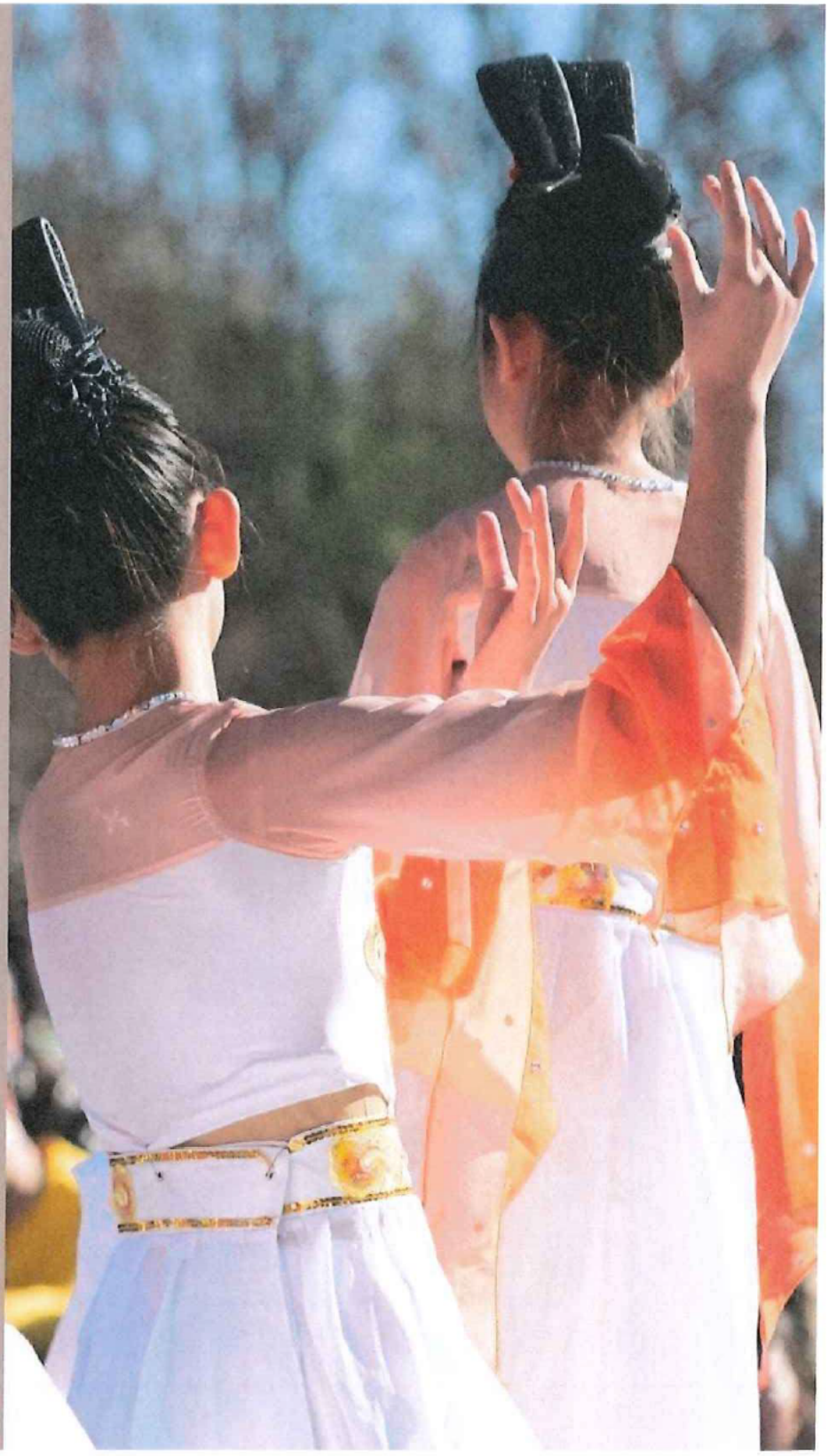
LUNAR NEW YEAR CELEBRATION

10AM-2PM

BANKHEAD PLAZA

2400 FIRST STREET | LIVERMORE

FREE FAMILY FRIENDLY



Docusign Envelope ID: ECABA42C-FAFE-46C8-ACCA-B482ABD9D6EC

LIVERMORE VALLEY *arts*

LAS POSITAS COLLEGE

THE *Independent*

2024-2025

CULTURAL

CELEBRATION

SERIES

05.02.2025

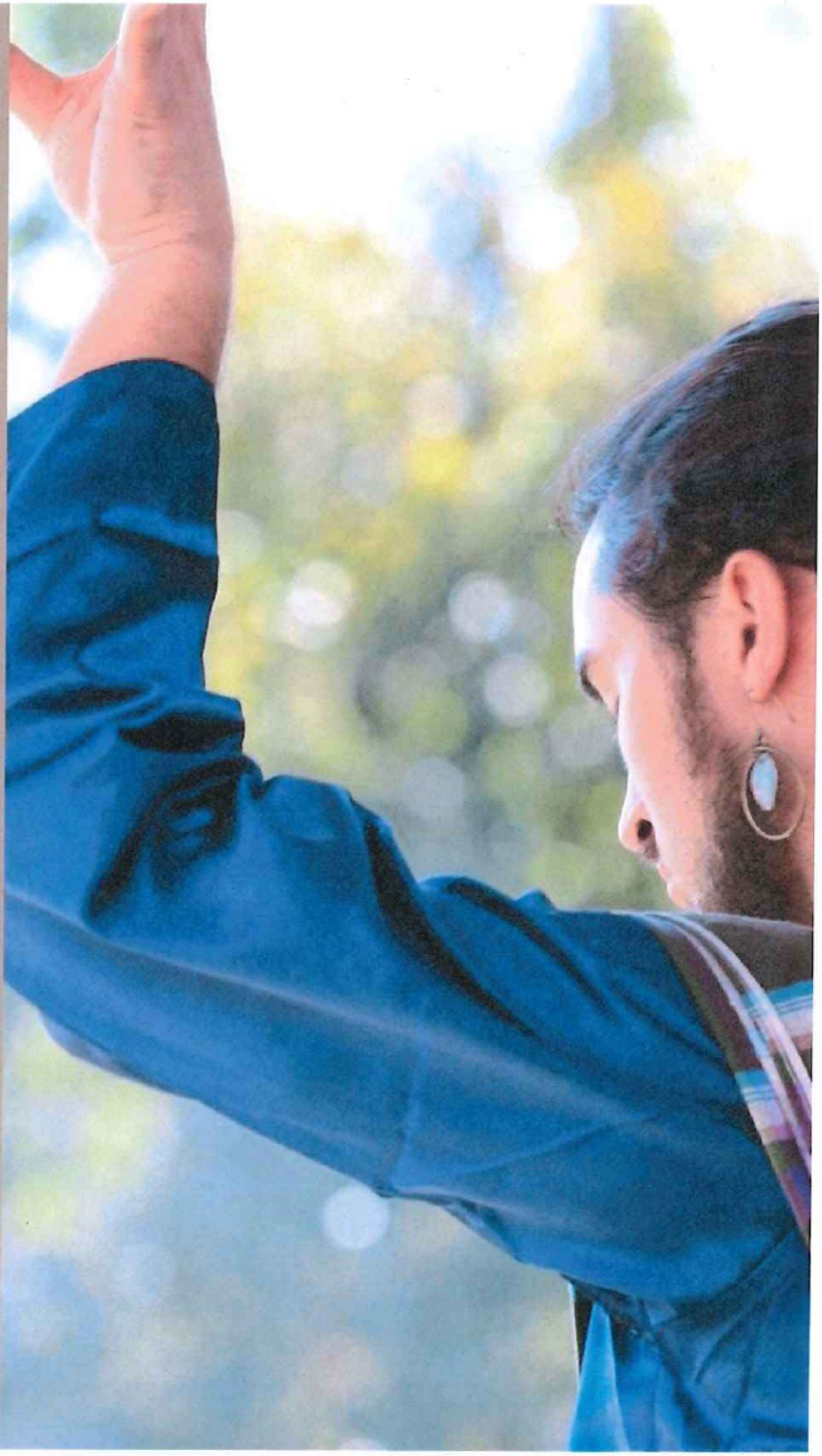
AANHPI CELEBRATION

6PM-10PM

BANKHEAD PLAZA

2400 FIRST STREET | LIVERMORE

FREE FAMILY FRIENDLY



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LIVERMORE VALLEY *arts*

LAS POSITAS COLLEGE

THE *Independent*

2024-2025

CULTURAL

CELEBRATION

SERIES

06.21.2025

JUNETEENTH

10AM-6PM

BANKHEAD PLAZA

2400 FIRST STREET | LIVERMORE

FREE FAMILY FRIENDLY

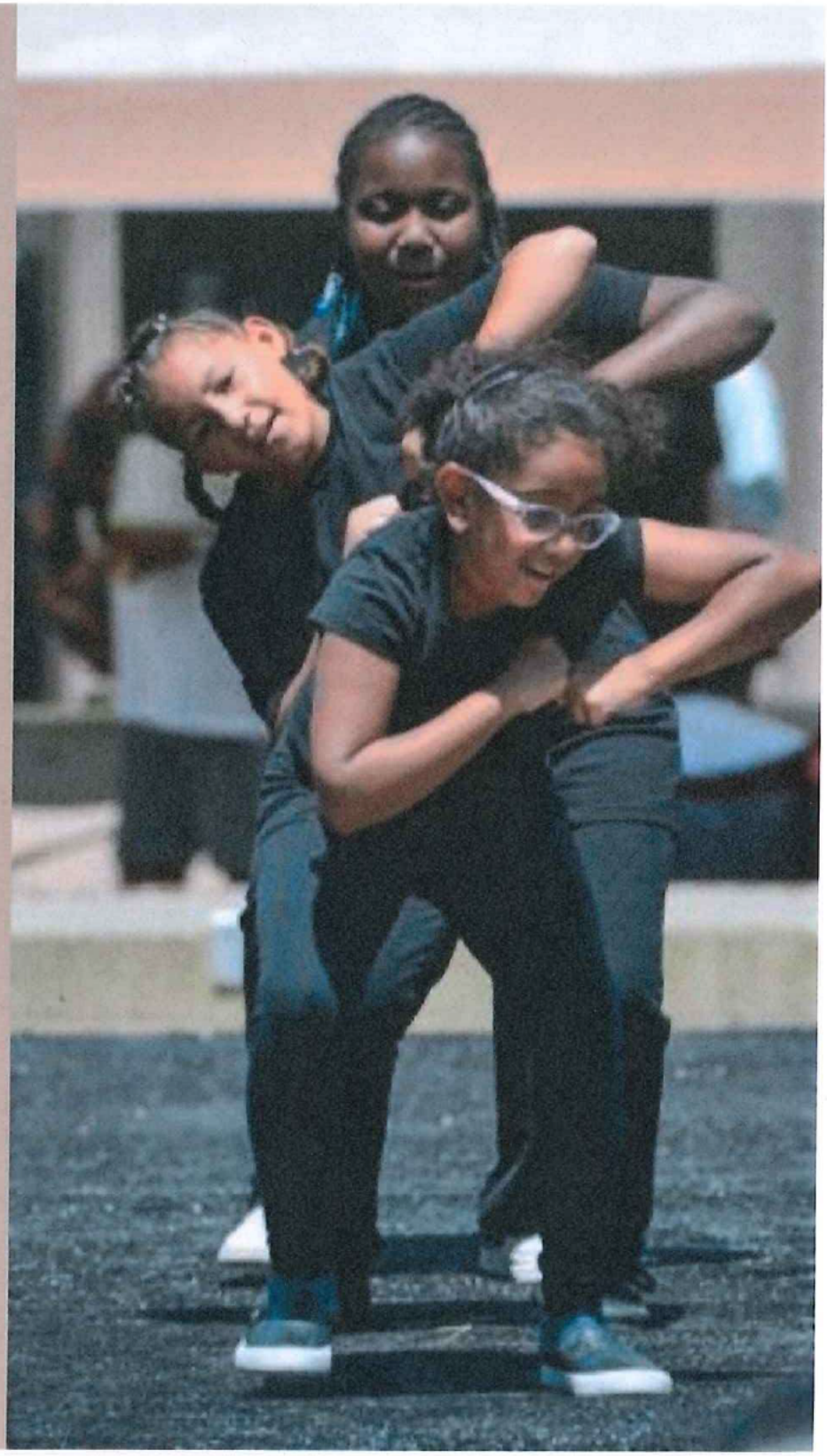


EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for FY 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2024, to June 30, 2025, in the amount of $90,000.

SUMMARY

The City's grant agreement with Livermore Downtown Inc. (LDI) dated September 13, 2023, requires LDI to provide an annual report outlining the organization's accomplishments during the previous year and describing its goals for the coming year. On October 28, 2024, the City Council accepted the 2023-2024 Livermore Downtown Inc. Annual Report. Staff recommends the City Council authorize the execution of a grant agreement (Exhibit A to the resolution) with Livermore Downtown Inc. providing $90,000 from the General Fund for FY 2024-25.

DISCUSSION

Since 1986, the City of Livermore, and for a time the former Redevelopment Agency, have provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore.

In FY 2023-24, LDI used the funds to meet its obligations under the agreement through festivals and events, such as: Downtown Street Fest, Year-Round Farmers Markets, Family First Fridays, Thirsty Thursdays, Witches Night Out, Earlier than the Bird, Holiday Village at Carnegie Park, Holiday Sights and Sounds Parade, and Livermore Valley Half Marathon, among others.

LDI also continued to partner with the City of Livermore on dissemination of pertinent information related to ongoing construction projects, parking enforcement policies, sustainability initiatives (including outreach for the reusable food ware ordinance), and other matters highlighted in the annual report. LDI

also continued to enhance their digital communication and text notification system to provide critical, time-sensitive updates that impact local businesses.

LDI continues to serve as an important partner in the implementation of the City's economic development plans through the use of social media and other promotional materials. During FY 2023-24, LDI's social media following increased by 500 on Facebook (24.5K followers) and 1,600 on Instagram (11.2K followers), which helps the City expand its reach when partnering with LDI to share information with the community.

For this fiscal year, LDI will continue to partner with the City in promoting economic vitality and implementing sustainable business practices in the downtown, including educating downtown businesses on the City's Climate Action Plan. LDI will also expand its roster of events that drive revenue for downtown businesses and continue to expand on the Livermore Valley Made Initiative, Arts Promotion, and Livermore Valley tourism efforts and programs, among other activities and programs highlighted in their annual report and in the attached Grant Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The $90,000 has already been budgeted in the City's General Fund (Fund 001) for FY 2024-25.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

1: Lead efforts, in collaboration with internal and external partners, to provide effective communication and engagement with businesses.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF LIVERMORE AND LIVERMORE DOWNTOWN, INC. IN THE AMOUNT OF $90,000 FOR FISCAL YEAR 2024-2025

Since 1986, the City of Livermore (City), and for a time, the former Redevelopment Agency, provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore.

On October 28, 2024, the City Council accepted LDI's annual report FY 23-24 and determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City, and therefore Grantee's continuing operations should be supported through the proposed grant of $90,000 for the length of this grant agreement (July 1, 2024 to June 30, 2025).

As part of its continuing operations, Grantee will apply the grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities outlined in the Grant Agreement (Agreement).

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

1. Authorizes the City Manager, or designee, to execute the Agreement with LDI, attached hereto as Exhibit A, in the amount of $90,000 for the period of July 1, 2024, through June 30, 2025.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor adjustments to the Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024 by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Grant Agreement with Livermore Downtown Inc.

Docusign Envelope ID: 1DA5AD84-8305-4F3B-8D42-6C77613CF82F

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Downtown Inc.

FOR FISCAL YEAR 2024/2025

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Livermore Downtown, Inc., a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-2025.

B. The Grantee's mission is to advocate for the downtown business community by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work, and play.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $90,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown,support small business growth, within downtown,and similar activities as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**90,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee

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shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit "B" attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable

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written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY:
City of Livermore
Attn: Brandon Cardwell
Director of Innovation and Economic Development
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE:
Livermore Downtown Inc.
Attn: Ruby Lopez-Villareal
Executive Director
P.O. Box 1067
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

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

****

Signatures and Attachment List on the Next Page

EXHIBIT A

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

GRANTEE:
Livermore Downtown Inc.

Signed by:
Ruby Lopez-Villarreal
72BD0C8E1F4D4D4...

Dated:

10/24/2024 | 2:40 PM PDT

By: Ruby Lopez-Villareal
Title: Executive Director

CITY OF LIVERMORE:

Dated:

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B0B9F6571570...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

Docusign Envelope ID: 1DA5AD84-8305-4F3B-8D42-6C77613CF82F

Exhibit A

Grant Activities
FY 2024-2025

Economic Vitality

1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
3) Develop and Market Business Retention and Recruitment Programs, including tracking of potential and new downtown businesses.
4) Work with businesses on permitting and compliance issues.
5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
6) Maintain Downtown Property Owner and Tenant Roster.
7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
8) Communicate to the public updates on key Downtown revitalization projects.
9) Work with the City of Livermore to educate the downtown businesses on the City's Climate Action Plan, inviting businesses to actively participate and implement sustainable business practices where applicable.

Design

1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
3) Activate the Lot on First with community and business-supporting uses.
4) Assist in efforts regarding homeless impacts and solutions.

Promotion

1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
4) Manage Downtown kiosks.

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5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
8) Manage and expand the Livermore Valley Made Initiative.
9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

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

Verification of Coverage

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

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EXHIBIT A

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

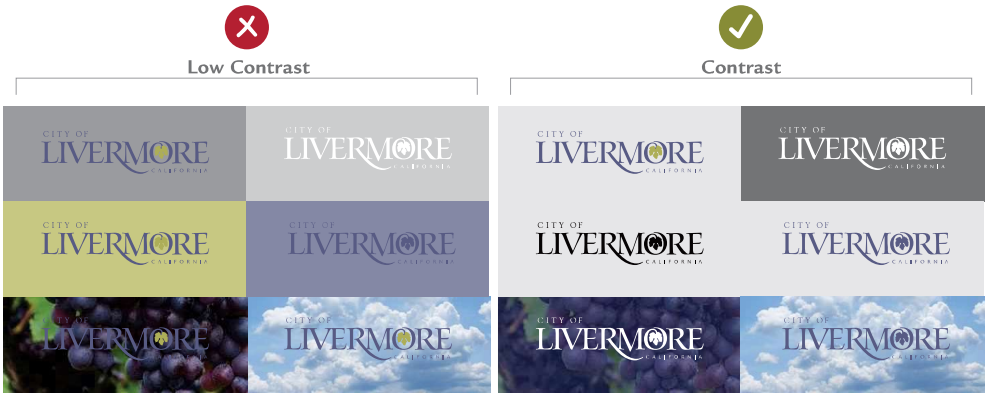
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

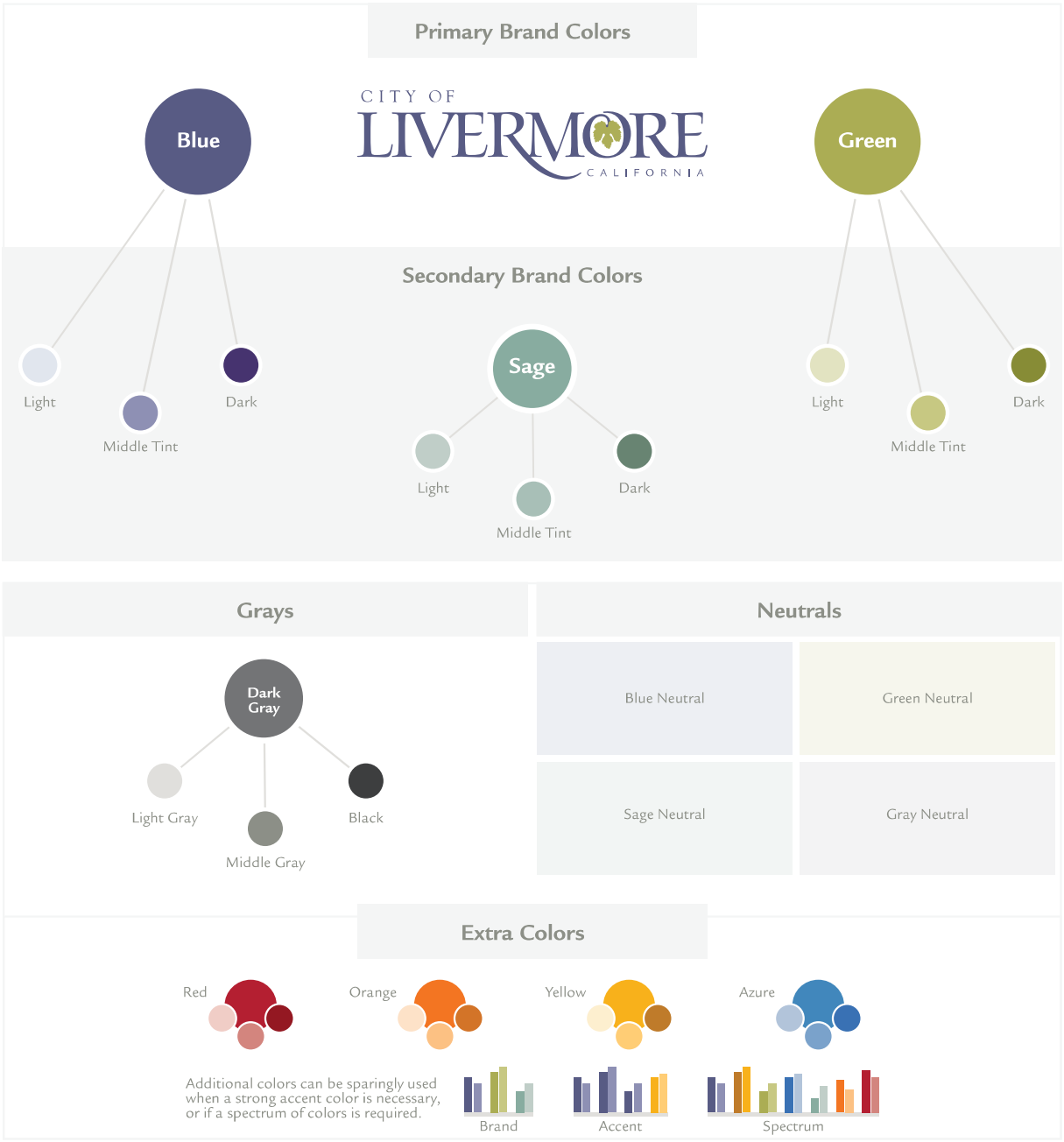
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	48	20	38	0	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	60	33	55	8	n/a	n/a
Sage Mid		#ABC1B9	171	193	185	34	14	27	0	50%	50%
Sage Lt		#C2D1CA	194	209	202	24	10	19	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	46	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the City Manager to sign all documents necessary to authorize a reduction, by an amount not to exceed $125,000, of the principal and accrued interest owed on the promissory note with Ms. Heather Legan for the City-restricted property located at 318 S. Livermore, Unit 112, sufficient to allow for a market-priced sale and repayment of all tax and first mortgage liens owed, real estate and escrow fees, basic repair costs and provide $5,000 of proceeds to the seller for rehousing.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to sign all documents necessary to authorize a reduction, by an amount not to exceed $125,000, of the principal and accrued interest owed on the Promissory Note with Ms. Heather Legan for the City-restricted property located at 318 S. Livermore, Unit 112, sufficient to allow for a market-priced sale and repayment of all tax and first mortgage liens owed, real estate and escrow fees, basic repair costs and provide $5,000 of proceeds to the seller for rehousing.

SUMMARY

The owner of the City-restricted unit located at 318 S. Livermore Avenue, Unit 112 is experiencing an extreme financial hardship and needs to sell her home. The current affordable sales price for the unit is less than the amount owed on the first mortgage, therefore a re-sale through the City's Affordable Homeownership Program to an income-eligible buyer is infeasible. To avoid a foreclosure, staff recommends City Council approve a market sale of the property and authorize the City Manager to reduce the City's inclusionary promissory note by an amount of up to $125,000 sufficient to ensure the owner can repay the first lender, property tax liens, real estate fees and make basic repairs, with the remaining proceeds paid to the City to satisfy the inclusionary promissory note and $5,000 of the proceeds for the owner to assist with her rehousing. This proposal would require no financial outlay by the City, and sale of the unit at a market price of $390,000 still may provide an affordable home purchase opportunity for a first-time homebuyer. Proceeds estimated at $90,300 paid to the City would be deposited into the Affordable Housing Fund for future affordable housing purposes.

DISCUSSION

In December 2020, the City approved the 1-bedroom townhome located at 318 S. Livermore Avenue, Unit 112, to have resale restrictions modified so that it could be sold through the City's Affordable Homeownership program to a low-income, first-time homebuyer. Previous restrictions limited the unit to be sold only to persons with developmental disabilities. In May 2021, the home sold through the City's Affordable Homeownership Program to Ms. Heather Legan. Ms. Legan signed an inclusionary promissory note (the "City Note") which promised to pay the City the difference between the affordable sales price and the appraised fair market value of the home which was calculated at $183,498. Ms. Legan purchased the home using her own funds and a first mortgage from a private lender in the amount of $267,427. The appraised value in 2021 was $465,000, however the current estimated value is $390,000.

The owner is experiencing an extreme financial hardship, and she now needs to sell her home. The unit was previously in foreclosure, and the first lender is working with the owner to forebear payments until the unit can be sold. The property also has unpaid property tax liens, and some basic repairs are needed on the home to secure the property and improve habitability. If the City were to take no action under the current situation, the unit would likely proceed through the foreclosure process and the timing of sale, security of the property and repayment of the City's existing deed of trust net of the fees and legal expenses associated with the foreclosure process would be left to the first mortgage lender. Ms. Legan would also experience additional financial hardship from a foreclosure.

According to the City's resale restriction on the property, the owner has two options: Sell the unit to another eligible buyer at a low-income price or sell the unit at market price and pay off the City Note. The current affordable sales price for the unit is less than the amount owed on the first mortgage, therefore a sale to a new income-eligible buyer is infeasible for the owner. Preserving the home for sale through the City's program would require additional funds be contributed to the transaction by the City to pay off the remaining first mortgage owed, clear the property tax liens and cover fees necessary to sell it to an eligible buyer. Staff has inquired; however, the small unit size is not financially feasible to be owned and rented by a non-profit agency like Tri-Valley REACH.

The City's note allows for a reduction in principal to ensure that the homeowner is able to repay the first mortgage promissory note at time of sale if the fair market value of the unit is less than the sum of the promissory notes owed. The sum of the notes is currently estimated at $458,498. In addition, unpaid tax liens, needed repairs and real estate fees totaling an estimated $19,700 would be required to sell the property, which are unaffordable for the owner who is experiencing a severe financial hardship.

Staff recommends City Council approve a market sale of the property and authorize the City Manager to reduce the City's promissory note sufficient to ensure the first lender, property tax liens, repairs and real estate fees are repaid with the remainder to be paid to satisfy the City's inclusionary note and $5,000 of the proceeds to be provided to the owner who is in financial hardship to assist with rehousing. This proposal would require no financial outlay by the City. In addition, although the unit would be unrestricted, the market price of the home still provides an affordable entry point for a first-time homebuyer. Proceeds paid to the City will be deposited into the Affordable Housing Fund for future affordable housing purposes.

Estimated repayment of the City's note is based on the listing price of the unit. If offers are higher than expected, proceeds to the City could exceed the estimate. Less proceeds may be received if offers are lower than expected. Staff recommends capping the amount of reduction to the City's promissory note at

$125,000 to provide some flexibility to complete the transaction if offers are lower than expected.

FISCAL AND ADMINISTRATIVE IMPACTS

No general funds will be required for this transaction. As proposed, the following estimated proceeds would be distributed through the transaction, with remaining proceeds to be distributed to the City's Affordable Housing Fund. The amount of the City's current promissory note in the amount of $183,498 would be reduced by an amount not to exceed $125,000 to ensure the liens and fees could be satisfied as proposed.

Net Proceeds for Market Sale of 318 S. Livermore, Unit 112:

Market Listing Price	$390,000
Estimated Expenses	
First Mortgage Payoff - $275,000	
Property Tax Lien Payoff - $2,500	
Realtor Fees (3% of Sales Price) - $11,700	
Repairs, Misc. Reports & Escrow - $5,500	
Total Expenses	($294,700)
Seller Proceeds	($5,000)
Balance of Proceeds to City	$90,300

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. Resolution

Prepared by: Fran Earl
Housing and Human Services Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO REDUCE, BY AN AMOUNT NOT TO EXCEED $125,000, THE PRINCIPAL AND INTEREST OWED ON THE PROMISSORY NOTE WITH MS. HEATHER LEGAN FOR THE CITY-RESTRICTED PROPERTY AT 318 S. LIVERMORE AVENUE, UNIT 112, SUFFICIENT TO ALLOW FOR A MARKET PRICED SALE AND REPAYMENT OF ALL TAX AND FIRST MORTGAGE LIENS OWED, REAL ESTATE AND ESCROW FEES, BASIC REPAIR COSTS AND PROVIDE $5,000 OF PROCEEDS TO THE SELLER FOR REHOUSING

In May 2021, the home located at 318 S. Livermore Avenue, Unit 112 sold through the City's Affordable Homeownership Program to Ms. Heather Legan. Ms. Legan signed an inclusionary promissory note (the "City Note") which promised to pay the City the difference between the affordable sales price and the appraised fair market value of the home which was calculated at $183,498.

The owner is experiencing an extreme financial hardship, and she now needs to sell her home. According to the City's resale restriction on the property, the owner has two options: Sell the unit to another eligible buyer at a low-income price or sell the unit at market price and pay off the City Note. The current affordable sales price for the unit is less than the amount owed on the first mortgage, therefore a sale to a new income-eligible buyer is infeasible for the owner. The fair market appraised value in 2021 was $465,000, however the current estimated market value is $390,000.

The City Note allows for a reduction in principal to ensure that the homeowner is able to repay the first mortgage promissory note at time of sale if the fair market value of the unit is less than the sum of the promissory notes owed. The sum of the notes is currently estimated at $458,498. In addition, unpaid tax liens, needed repairs and real estate fees totaling an estimated $19,700 would be required to sell the property which are unaffordable for the owner who is experiencing a severe financial hardship.

Now, the City wishes to approve a market sale of the property and authorize the City Manager to reduce the City Note by an amount sufficient to ensure the first lender, property tax liens, repairs and real estate fees are repaid with the remainder to be paid to satisfy the City Note and $5,000 of the proceeds to be provided to the owner who is in financial hardship to assist with rehousing. Proceeds paid to the City will be deposited into the Affordable Housing Fund for future affordable housing purposes, and all restrictions on the home would be terminated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to sign all documents necessary to authorize a reduction, in an amount not to exceed $125,000, of the principal and accrued interest owed on the promissory note with Ms. Heather Legan for the City-restricted property located at 318 S. Livermore, Unit 112, sufficient to allow for a market-priced sale

and repayment of all tax and first mortgage liens owed, real estate and escrow fees, basic repair costs, and provide $5,000 of proceeds to the seller for rehousing.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a quitclaim deed to Karamjit Singh Nijjar for re-granting abutter's rights at the new driveway location for the Fairfield Inn project located at 220 North Greenville Road.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a quitclaim deed to Karamjit Singh Nijjar for re-granting abutter's rights at the new driveway location for the Fairfield Inn project located at 220 North Greenville Road (also known as Parcel 1 of Parcel Map 8123 filed December 30, 2023) at the location specified in the quitclaim deed.

SUMMARY

Staff proposes to authorize execution of a quitclaim deed to re-grant abutter’s rights that were relinquished on those parcels that abut Greenville Road with the filing of Parcel Map 8123 in 2003 as depicted in the vicinity map (Attachment 1). With the development of the Fairfield Inn project fronting Greenville Road, the developer has requested right-in right-out driveway access to allow for entry and exit from the site at the driveway location as shown in the portion to be abandoned (Attachment 2) and described in the Plat and Legal Description of the quitclaim deed, Exhibit A to the resolution. Therefore, the City of Livermore (City) can summarily authorize the execution of the quitclaim deed re-granting abutter's rights at the new driveway location to Karamjit Singh Nijjar.

DISCUSSION

When a property is developed and or subdivided in areas where the site frontage is along a major street, it is the City’s policy to have the rights of access (abutter’s rights) relinquished and/or limited along these frontages. As Greenville Road is designated a major street in the General Plan, on December 30, 2003, with the filing of Parcel Map 8123, abutter’s rights were relinquished on those parcels that abut Greenville Road.

On February 4, 2020, the Livermore Planning Commission approved Site Plan Design Review (SPDR) 18-009, which requested to develop the vacant 2.4-acre site with a four-story, 45 foot tall, approximately

57,663 square foot hotel, with 110 guest rooms, onsite parking, landscaping, new driveway along Greenville Road and associated site improvements. The Livermore Planning Commission determined the project, including the new driveway access along Greenville Road, was consistent with the General Plan as part of the SPDR 18-009 approval. Planning Commission Resolution 02-20 found implementation of the mitigation measures contained in the Mitigation Monitoring and Reporting Program for the Project will reduce impacts to a less than significant level. Any potential environmental impacts of the City's re-grant of abutter's rights to enable the driveway's development have been conducted and no further California Environmental Quality Act analysis is required.

As part of the Fairfield Inn project, the developer has requested right-in right-out only driveway access to Greenville Road to allow for entry and exit from the site. The request was reviewed and approved by the City's Traffic Engineer. The developer is currently in the process of building the project and staff is recommending the authorization of a quitclaim deed for the purposes of re-granting abutter's rights to the project along Greenville Road at the location specified in the quitclaim deed. All other relinquishment of abutter's rights along Greenville Road will remain in effect.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts to the City as a result of executing this Quitclaim Deed.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Vicinity Map
2. Re-granting Abutter's Rights - Driveway Locations
3. Resolution
4. Exhibit A - Quitclaim Deed, Abutter's Rights

Prepared by: Christopher Ferrel
Associate Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Project Location

ATTACHMENT 1

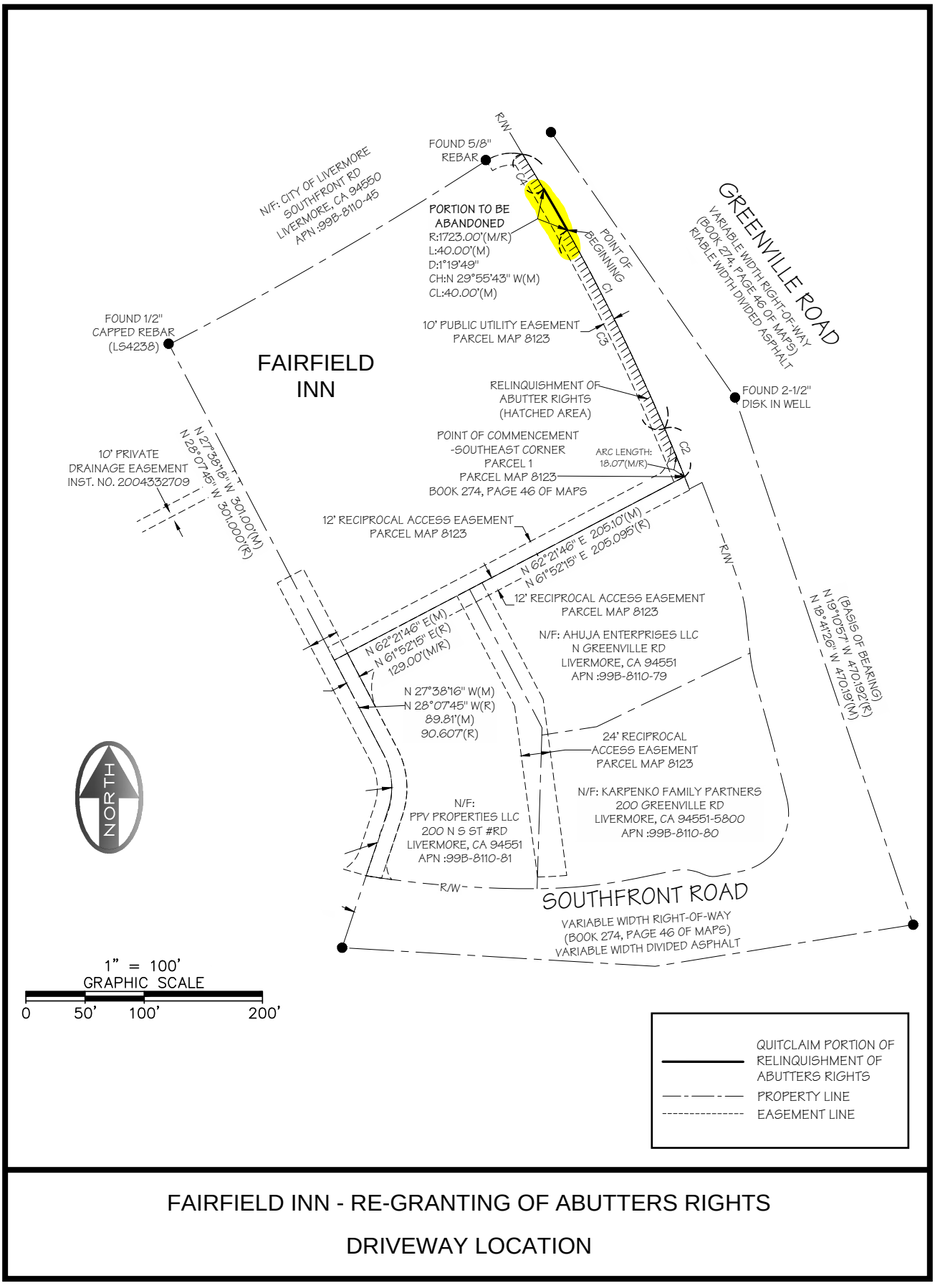


666.7 0 333.33 666.7 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
Livermore IT, GIS Services

Scale: 1: 4,000

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



FAIRFIELD INN - RE-GRANTING OF ABUTTERS RIGHTS

DRIVEWAY LOCATION

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL
TO:

CITY CLERK
CITY OF LIVERMORE
1052 SOUTH LIVERMORE AVENUE
LIVERMORE, CA 94550

EXEMPT FROM FILING FEES
PURSUANT TO GOV.
CODE § 27383

Space Above This Line for Recorder's Use Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED TO KARAMJIT SINGH NIJJAR TO RE-GRANT ABUTTER'S RIGHTS OF ACCESS FOR 220 NORTH GREENVILLE ROAD

(Fairfield Inn Project)

On February 4, 2020, the City of Livermore Planning Commission adopted Resolution No. 02-20, granting final approval of Site Plan Design Review ("SPDR") 18-009 for the development of a four-story, 45-foot tall, 57,663 square foot hotel consisting of 110 guest rooms on a vacant 2.4-acre site located at 220 North Greenville Road. The Planning Commission determined the project, including the new driveway, is consistent with the General Plan. The Planning Commission also found that the project conforms to all applicable Planned Development and Development Code standards and is consistent with the Design Standards and Guidelines.

The General Conditions of Approval for the project state that the development shall conform to the September 6, 2019 engineering considerations, which are also referenced as SPDR 18-009. Taken together, the City's project approval requires development of a right-in/right-out only driveway onto Greenville Road from the project site at 220 North Greenville Road. As stated in the engineering considerations, abutters' rights of access along Greenville Road were previously relinquished with Parcel Map 8123.

The developer has provided plats and a legal description for the partial re-grant of abutters' rights of access consistent with the proposed development. This re-grant of rights is required to allow for the installation of the proposed driveway at the northeast corner of the site and the modification of the existing shared driveway at the southeast corner of the site. The re-granting of abutter's rights shall be recorded prior to occupancy.

Therefore, to allow the Fairfield Inn Project to be developed as approved by the City, the City must re-grant abutter's rights to Karamjit Singh Nijjar, which will allow the

developer to construct the approved driveway. This grant will not affect any other abutter's rights along Greenville Road. The City will benefit by issuing this quitclaim deed because it will facilitate development of the Fairfield Inn Project, bringing to the City taxes, jobs, and economic benefits.

As Planning Commission Resolution No. 02-20 found, implementation of the mitigation measures contained in the Mitigation Monitoring and Reporting Program for the project will reduce impacts to a less than significant level, and any potential environmental impacts of the City's re-grant of abutter's rights of access to enable the driveway's development have already been conducted and no further CEQA analysis is required.

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

1. Authorizes the City Manager, or her designee, to execute, on behalf of the City of Livermore, the quitclaim deed to Karamjit Singh Nijjar, attached hereto as Exhibit A, to re-grant abutter's rights of access at the new driveway location, as specified in the quitclaim deed, for the Fairfield Inn project located at 220 North Greenville Road.

2. Directs the City Clerk to record this resolution in the Office of the Alameda County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Molly A. O'Toole*_____
Deborah L. Elam Molly A. O'Toole
City Clerk Deputy City Attorney

Exhibit A – Quitclaim Deed to Karamjit Singh Nijjar

EXHIBIT A

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00
DOCUMENTARY TRANSFER TAX $ Release of easement
SURVEY MONUMENT FEE $0.00
R&T Code 11911 Value or consideration is less than $100
Computed on the consideration or value or property conveyed; OR computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN's
99B-8110-45

Exempt from filing fees per Government Code Section §§ 27383 & 6103

QUITCLAIM DEED
ABUTTER'S RIGHTS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Livermore, a Municipal Corporation, ("Grantor"),

Hereby remises, releases, and quitclaims to Karamjit Singh Nijjar ("Grantee") all interest in a portion of Abutter's Rights of access appurtenant to the real property in the City of Livermore (City), County of Alameda, State of California, identified in the attached Exhibits A and B.

The abutter's rights quitclaimed herein specifically relate to access to Greenville Road.

By recording this Quitclaim Deed, Grantee agrees to release and indemnify the Grantor from any and all liability associated with or arising out of the past, current, or future use of the Quitclaimed abutter's rights, expect to the extent caused by the sole negligence or willful misconduct of the City, its agents, or its employees.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above written.

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:

City of Livermore, a municipal corporation

_____ Date:_____

Signature:
By: Marianna Marysheva
Its: City Manager

EXHIBIT A

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

State of _____)
County of _____)

On _____ before me, _____, Notary Public (here insert name and title of the officer), personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

"Exhibit "A"
Quitclaim Deed
For The Purposes of Re-granting Abutters Rights

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 8123 FILED DECEMBER 30, 2003, IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED BOOK 274, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

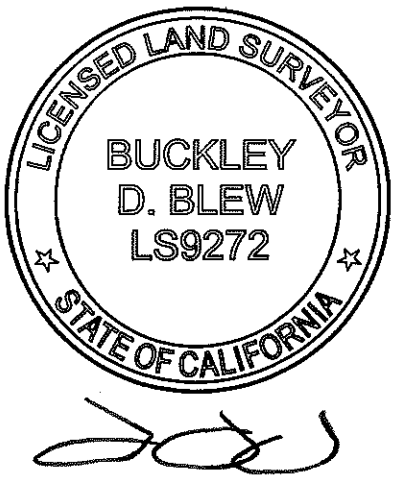
COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREENVILLE ROAD, BEING THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE RUN ALONG SAID RIGHT OF WAY LINE WITH A CURVE TO THE LEFT AN ARC LENGTH OF 44.10 FEET, WITH A RADIUS OF 1988.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 22°25'56" W 44.10 FEET;

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 186.73 FEET, WITH A RADIUS OF 1723.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 26°09'32" W 186.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 40.00 FEET, WITH A RADIUS OF 1723.00 FEET, AND A CHORD BEARING AND DISTANCE OF
N 29°55'43" W 40.00 FEET TO THE END OF THIS DESCRIPTION.

Surveyor Certification



BUCKLEY D. BLEW P.L.S. #9272
DATE OF PLAT OR MAP: 09/18/2024

"Exhibit "B"

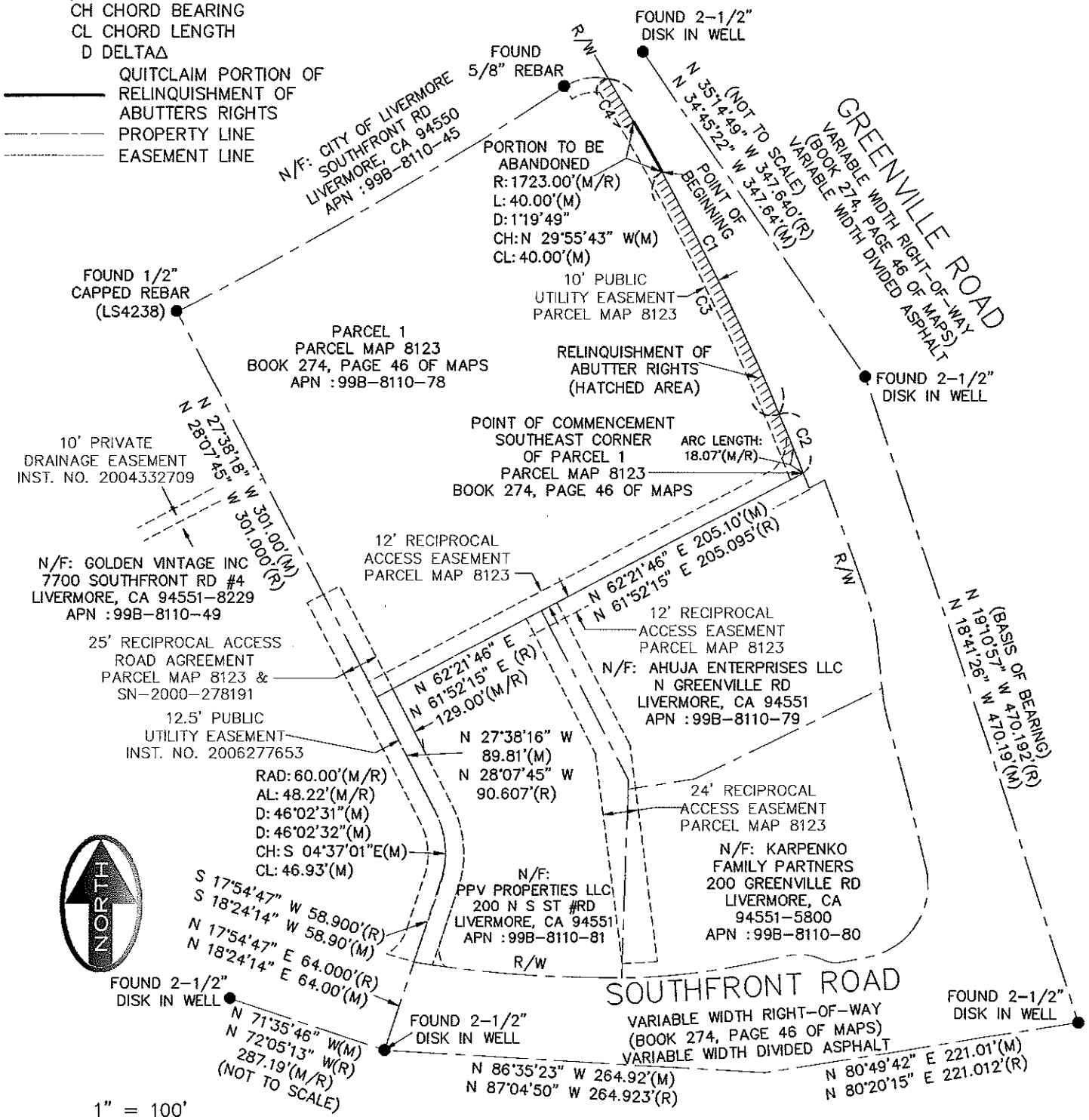
EXHIBIT A

Quitclaim Deed For The Purposes of Re-granting Abutters Rights

Legend of Symbols & Abbreviations

- ● FOUND MONUMENT(AS NOTED)
- (M) FIELD/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- R/W RIGHT OF WAY
- C/L CENTERLINE
- N/F NOW OR FORMERLY
- CH CHORD BEARING
- CL CHORD LENGTH
- D DELTAΔ
- ——— QUITCLAIM PORTION OF RELINQUISHMENT OF ABUTTERS RIGHTS
- – – – – – PROPERTY LINE
- ····· EASEMENT LINE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	1723.00'	261.00'	260.75'	N 27°23'37" W	8°40'45"
C1(R)	1723.00'	261.00'	--	--	8°40'45"
C2(M)	1988.00'	44.10'	44.10'	N 22°25'56" W	1°16'15"
C2(R)	1988.00'	44.10'	--	--	1°16'16"
C3(M)	1723.00'	186.73'	186.64'	N 26°09'32" W	6°12'34"
C3(R)	1723.00'	--	--	--	--
C4(M)	1723.00'	34.27'	34.27'	N 31°09'49" W	1°08'22"
C4(R)	1723.00'	--	--	--	--



LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for seven replacement Ford Hybrid Police Interceptor Utilities in an amount not-to-exceed $459,558.

RECOMMENDED ACTION

Staff recommends the City Council authorize issuance of a purchase order to 72 Hour LLC dba National Auto Fleet Group in Watsonville, California in an amount not-to-exceed $459,558 for seven 2025 hybrid Ford Police Interceptor Utilities.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace eight existing police patrol vehicles. Staff has determined that the units that best meets the needs of the Police Department is the 2025 Ford Hybrid Police Interceptor Utility and National Auto Fleet Group is the local Sourcewell (formally National Joint Powers Alliance, NJPA) contractor for Ford Police vehicles in Watsonville, California.

DISCUSSION

The Police Department currently operates 38 marked patrol cars for community protection and emergency services. The City's Fleet Policy recommends police patrol units be evaluated for replacement based on the following factors:

1. In service for four years or more.
2. Odometer reading greater than 85,000 miles.
3. Annual maintenance and operational costs.
4. Overall condition of the vehicle.

Seven patrol vehicles were identified for replacement during the budget preparation process for FY 2024-25. Four 2016 Ford Utility vehicles and three 2017 Ford Utility vehicles, were recommended for replacement due to the age, high mileage, increased operational costs, and the poor condition of the

vehicles. If these patrol vehicles are not replaced, the maintenance and operating costs, downtime, and out-of-service frequency will continue to increase, and it will have an adverse effect on the City's ability to respond to emergency and routine response calls. Replacing these seven vehicles with the Ford Police Hybrid option will reduce fuel consumption as well as reduce vehicle emissions, which is in line with the City's Climate Action Plan to reduce the fleet's carbon footprint.

Under LMC Section 2.68.370 of the City's Contract and Purchase Ordinance, the Administrative Services Director may purchase supplies and equipment without utilizing the quotation or bidding requirements of the Ordinance, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency or agencies situated within the state, regardless of whether the City is a named party to such an agreement or an actual participant in such a program. In such cases, the supplies and equipment purchased must be the same and be offered at the same price as the supplies, subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

Staff recommends purchasing these replacement vehicles utilizing Sourcewell Acceptance and Award contract #091521-NAF. The Sourcewell bid procedure for the replacement vehicles meets the City's municipal code requirement, and therefore, can be awarded to National Auto Fleet Group.

The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service. This program is available to local government entities and qualifying non-profit corporations. The City of Livermore is currently a registered member. The purchase through Sourcewell Acceptance and Award contract #091521-NAF will expedite the delivery of these replacement vehicles.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of these seven vehicles is budgeted in the Fleet Services Internal Service Fund (730) for FY 2024-25 and is identified in the Fleet 25-Year replacement plan.

COMMUNITY PILLAR

1: A City That Works

GOAL

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

ATTACHMENTS

1. National Auto Fleet Group Sourcewell Contract
2. City of Livermore PD 2025 Quote
3. Resolution

Prepared by: Scott Kooreman
Public Works Supervisor

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

ATTACHMENT 1

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "a" Distributor/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. *
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License *
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none. *

ATTACHMENT 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none and the proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

ATTACHMENT 1

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

ATTACHMENT 1

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

ATTACHMENT 1

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

ATTACHMENT 1

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

ATTACHMENT 1

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

ATTACHMENT 1

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/21/2024
10/21/2024 Re-Configured

Quote ID: **29903 R1**

Mr Scott Kooreman
CITY OF LIVERMORE

3500 Robertson Park Rd

Livermore, California, 94550

Dear Scott Kooreman,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Seven (7) New/Unused (2025 Ford Police Interceptor Utility (K8A) AWD, Black and White Paint) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (7)	Total Savings
Contract Price	$56,370.00	$54,996.73	2.436 %	$384,977.11	$9,612.89
Black and White Paint		$1,350.00		$9,450.00	
Tax (10.2500 %)		$5,775.54		$40,428.78	
Tire fee		$8.75		$61.25	
Transportation		$450.00		$3,150.00	
Total		$62,581.02		$438,067.14	
Additional options not included in price above:					
5 Year / 100,000 mi Extended Warranty (Per Unit)		$3,070.00			

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias / Joshua Jerome

Fleet Department
Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590

Vehicle Configuration Options

ENGINE	
Code	**Description**
99W	Engine: 3.3L V6 Direct-Injection Hybrid System, (STD)
TRANSMISSION	
Code	**Description**
44B	Transmission: 10-Speed Automatic, (STD)
PRIMARY PAINT	
Code	**Description**
UM	Agate Black
SEAT TYPE	
Code	**Description**
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	**Description**
___	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
76D	Underbody Deflector Plate, -inc: Engine and transmission shield
51S	Dual Driver & Passenger LED Bulb Spot Lamps (Unity)
66A	Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
59B	Keyed Alike - 1284x
90E	Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches

87M	8" Rear Camera Image, -inc: In upper lefthand quadrant of display, 1/4 size picture in picture
60R	Noise Suppression Bonds (Ground Straps)
OPTION PACKAGE	
Code	**Description**
500A	Order Code 500A

2025 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2025 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	$49,515.00
	OPTIONS	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System, (STD)	$0.00
44B	Transmission: 10-Speed Automatic, (STD)	$0.00
UM	Agate Black	$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	$0.00
___	3.73 Axle Ratio, (STD)	$0.00
76D	Underbody Deflector Plate, -inc: Engine and transmission shield	$340.00
51S	Dual Driver & Passenger LED Bulb Spot Lamps (Unity)	$620.00
66A	Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	$900.00
59B	Keyed Alike - 1284x	$50.00
90E	Ballistic Door-Panels (Level III+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr), Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g	$3,170.00
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	$80.00
87M	8" Rear Camera Image, -inc: In upper lefthand quadrant of display, 1/4 size picture in picture	$0.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00
500A	Order Code 500A	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$54,775.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,595.00
	TOTAL PRICE	**$56,370.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability.
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Driver Selectable Mode and Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
92-Amp/Hr 850CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity
Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights
Radio w/Seek-Scan and Speed Compensated Volume Control
Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
Integrated Roof Antenna
1 LCD Monitor In The Front
8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Remote Keyless Entry
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-

way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Fleet Telematics Modem Tracker System
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Collision Mitigation-Front
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP IN AN AMOUNT NOT-TO-EXCEED $459,558 FOR SEVEN 2025 HYBRID FORD POLICE INTERCEPTOR UTILITIES

The Livermore Police Department operates 38 marked patrol cars for community protection and emergency services. The City of Livermore's Fleet Policy currently recommends the replacement of seven patrol vehicles.

Livermore Municipal Code section 2.68.360 permits the purchase of certain goods and services through qualifying cooperative purchasing programs. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

72 Hour LLC, which does business as National Auto Fleet Group, holds a Sourcewell (formerly National Joint Powers Alliance) competitively bid cooperative purchasing contract for passenger cars and light duty pickups, which include police vehicles. This cooperative purchasing program meets the requirements of the Livermore Municipal Code.

On October 21, 2024, the City received a quote from National Auto Fleet Group for seven 2025 Ford Police Interceptor Utilities (i.e., patrol vehicles) and associated warranties in the amount of $459,558.

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

1. Authorizes the City Manager, or her designee, to execute a purchase order, on behalf of the City of Livermore, with National Auto Fleet Group in an amount not-to-exceed $459,558 for the purchase and delivery of seven 2025 Hybrid Ford Police Interceptor Utilities and associated warranties in accordance with the terms, specifications and general provisions specified in Sourcewell contract #091521-NAF, and section 2.68.370 of the Livermore Municipal Code.

2. Authorizes the City Manager, or her designee, 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 November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: **THIS ITEM IS BEING CONTINUED TO A DATE TO BE DETERMINED**. Resolution authorizing the City Manager to execute a Power Purchase Agreement with Ava Community Energy to install solar and battery storage at critical municipal facilities.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Power Purchase Agreement with Ava Community Energy to install solar and battery storage at critical municipal facilities.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council take the following actions to authorize the development of the Garaventa Hills residential project:

1. Adopt a resolution certifying the Environmental Impact Report pursuant to the California Environmental Quality Act;
2. Adopt a resolution approving Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005, subject to conditions, and authorizing the applicant to provide six affordable duet units as proposed and to make an equivalency payment to satisfy the remaining fractional portion of the affordable housing requirement; and,
3. Direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

SUMMARY

The Garaventa Hills project (Project) proposes a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. The site is located north of I-580, west of Laughlin Road and east of Vasco Road at the terminus of Bear Creek Drive (Assessor Parcel Number 99B-5300-10).

In December 2018, the Planning Commission considered the Project and voted unanimously to recommend the City Council certify the Project's EIR and approve the Project. In April 2019, the Livermore City Council certified the EIR and approved the Project.

The EIR certification and project approval were challenged by Save the Hill Group. The Alameda County Superior Court dismissed this writ petition in its entirety. However, the Court of Appeal ruled the EIR was inadequate because it did not contain sufficient information regarding the potential availability of funding

for open space acquisition and conservation of the Project site in the no-project alternative analysis. The Court of Appeal upheld the EIR on all other grounds. In accordance with the appellate court's direction, the City Council rescinded the certification of the EIR and approval of the Garaventa Hills project in November 2022.

The applicant, Livermore LT Ventures I Group, LLC., has exercised their right to bring the Garaventa Hills project back for review by the City and is proceeding with the same Project that the prior EIR evaluated. Staff and the environmental consultant have prepared environmental review documents for the Project in accordance with CEQA. Consistent with the Superior Court order and Court of Appeal decision, a Recirculated Partial Final Environmental Impact Report (RP Final EIR) has been prepared to analyze the potential availability of funding for open space acquisition and conservation of the project site in the no-project alternative analysis.

The City's review includes Planning Commission and City Council consideration of the RP Final EIR (Exhibit B to the CEQA Resolution) that addresses the inadequacies identified by the Court of Appeal, and the previously rescinded Vesting Tentative Subdivision Map and Site Plan Design Review application. The Planning Commission considered the Project on November 12, 2024, and voted unanimously to recommend the City Council certify the EIR and approve the Project. Please see the Planning Commission section of this report for more information.

The RP Final EIR, together with the Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) published in July 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Project in Livermore, California. The prior EIR documents may be found on the city's website at https://www.livermoreca.gov/departments/garaventa-hills-project

The applicant is proceeding with the same Project that the prior EIR evaluated. Therefore, there are no changes to the project impacts that were evaluated in the prior EIR documents.

The Project is consistent with the 2003 General Plan, Livermore Development Code, Design Standards & Guidelines, and other applicable ordinances and development standards. The Project is comparable in development pattern to the neighboring Altamont Creek and Bluff's developments to the east and northeast. The on-site knolls and rock outcrop that currently are privately owned will be publicly accessible and maintained by the Project's homeowners association. The EIR also indicates that the site can be developed without significant impacts to the environment and supports this infill residential development at a density envisioned under the current 2003 General Plan and the 2023-2031 Housing Element.

City Council Role and Responsibility

The Project is consistent with existing laws (General Plan and Zoning). Therefore, the City Council will be acting in a quasi-judicial role. In this adjudicatory role, the City Council's discretion is limited to judging if a project is consistent with existing laws. If the City Council find the project complies with existing laws and design standards, then the City Council is required to approve the project although it may propose appropriate and lawful conditions, as staff has proposed.

DISCUSSION

DESCRIPTION, CONTEXT, AND ANALYSIS

The Project is the same project reviewed by the Planning Commission on December 4, 2018, and approved by the City Council on April 22, 2019. For a complete project description, site context, and analysis of consistency with the General Plan, Livermore Development Code, and applicable State and local standards, please review the April 22, 2019, City Council staff report (Attachment 5) and December 4, 2018, Planning Commission staff report with its attachments 4, 5, 6, and 7 (Attachment 3).

The Project is a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. A westerly extension of Bear Creek Drive would provide access to the internal residential street circumscribing the site's two prominent knolls. Proposed single-family detached lot sizes range from 8,740 to 13,160 square feet, with homes between 2,390 to 3,150 square feet in size, excluding garages.

Less than half of the site, approximately 40 percent of the site, would be developed with roadways and lots. The knolls would remain undeveloped with informal public-access trails for hiking and vista views. The remaining area would include a stormwater detention basin at the southeast corner and natural areas surrounding development to buffer the nearby creek, wetlands, and other sensitive habitat.

A homeowner's association would be responsible for the maintenance of the private street, detention basin, project landscaping, and all open space areas (including trails). The informal trails currently found on the privately owned knolls would be formally designated for public access. A community facilities district would fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge.

BACKGROUND

The site has an extensive land use history and has residential General Plan land use designations dating back to the 1976 General Plan. Please see the December 4, 2018, Planning Commission staff report (Attachment 3) for the site's land use history.

The applicant submitted a development application to the City of Livermore in 2011 for 76 detached single-family residential units on the vacant, approximately 32-acre site. The City of Livermore contracted with Lamphier-Gregory (Consultant) to prepare an EIR for the Project. The Project was evaluated in a 2012 Draft EIR and subsequent environmental documents to reflect revisions to the Project. The applicant made subsequent revisions to the application that were evaluated in 2014 and 2018 EIR documents summarized below:

- 2012 Draft EIR – included environmental analysis of a project that proposed 76 residential units and a vehicular bridge connecting to Hawk Street. The Draft EIR considered all environmental topic areas, evaluated the Project impacts, and identified two alternatives to the project.
- 2014 Final EIR – responded to comments on the Draft EIR and presented information to conclude that a revised project proposing 47 residential units and no bridge over Hawk Street was covered by the prior 2012 EIR analysis.
- 2018 Re-Issued Final EIR – presented information and analysis to conclude that the 2018 Revised Project, proposing 44 residential units and a pedestrian bridge connection to Hawk Street, was within the prior analysis and updated responses to comments as necessary to reflect the revised 44-unit project.

In December 2018, the Planning Commission considered the 2018 Revised Project and voted unanimously to recommend the City Council certify the EIR and approve the 2018 Revised Project. In April 2019, the Livermore City Council certified the EIR and approved the 2018 Revised Project.

In May 2019, a lawsuit was brought by Save the Hill Group, bringing a writ of mandate petition challenging the City's certification of the EIR and approval of the 2018 Revised Project.

In September 2020, the Superior Court for the County of Alameda dismissed Save the Hill Group's petition in its entirety, finding 1) Save the Hill Group failed to exhaust their administrative remedies regarding their claims that the no-project alternative analyzed in the EIR was inadequate, and 2) denying the remainder of their claims that the EIR was inadequate. The Superior Court rejected all challenges to the EIR's impact analysis.

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In early 2023, the applicant exercised their right to bring the Garaventa Hills project back for review by the City, which requires revising the EIR to address the inadequacies identified by the Court of Appeal. A RP Draft EIR was subsequently prepared to analyze the inadequacies identified by the Court of Appeal. The RP Draft EIR was published on July 30, 2024, and circulated for public review and comment until September 13, 2024. On August 20, 2024, the Planning Commission held a public hearing to receive comments on the RP Draft EIR.

ENVIRONMENTAL DETERMINATION

The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to hydrology, hazards, and biological resources were included in the EIR and the RP Draft EIR was not required to re-open the EIR's analyses.

Recirculation of an EIR to address a limited issue is not grounds to revisit issues laid to rest in prior analysis upheld by the Court. Therefore, consistent with the Court of Appeal's decision, the RP Draft EIR was limited to recirculation of the discussion of the potential for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. The EIR details the extensive efforts the City made to consider the potential for acquisition and preservation through potential open space acquisition funds, which included extensive efforts to meet and confer as required by applicable agreements. Ultimately, City staff have concluded on the basis of substantial evidence in the RP Draft EIR that:

"The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley

Settlement Agreement funds.

“Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City’s past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.

“Additionally, the Project site has a long-established residential designation and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element’s residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.

“Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.

“The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a “feasible” alternative the lead agency is compelled to adopt. [Footnotes omitted]. The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development."

There were no other changes to the conclusions in the prior EIR documents. There are no significant adverse environmental impacts identified that cannot be mitigated with feasible mitigation measures.

The RP Draft EIR was published on July 30, 2024, for a 45-day public comment period, which closed on September 13, 2024, at 5:00 pm. The Planning Commission held a public hearing to receive comments on the RP Draft EIR on August 20, 2024. Comments received during the comment period, including those from the August 20 Planning Commission hearing, were compiled and are presented together with responses to these comments in the RP Final EIR.

The city received 12 letters/emails from persons or groups commenting on the RP Draft EIR for the Project, in addition to verbal comments at the August 20, 2024, Planning Commission meeting. Many of the comments were not related to the scope of the RP Final EIR, which is the discussion of the potential for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. The City need only respond in the RP Final EIR to comments received on the RP Draft EIR that address the No Project, No Development Alternative, per CEQA Guidelines Section 15088.5(f)(2). However, the RP Final EIR does include responses to comments received relating to issues that are not considered part of the environmental analysis and/or are beyond the scope of the RP Final EIR.

Comments beyond the scope of the RP Final EIR primarily expressed that there is significant new information regarding the Project’s potential to increase the risk of flooding, encountering hydrocarbons

in the area, impacts to biological resources, and exposure to wildfire. Further, that such new information requires recirculation of the EIR. Other comments include opposition to the Project, and concerns with impacts to air quality, traffic and views. City staff have considered all comments and concluded that there is no “significant new information” under section 15088.5 of the CEQA Guidelines; therefore, no further recirculation of the EIR is required.

Flooding was addressed in Chapter 12 and associated Appendix G of the Draft EIR with minor revisions on pages 26-41 to 26-42 of the Re-Issued Final EIR. The EIR indicated that existing site soils are relatively impervious and precipitation falling on the site currently drains quickly in the form of surface flows, largely to the adjacent Altamont Creek. Hydrological analysis and design acknowledges and is intended to address even uncommon flooding conditions (“100 year” events), as detailed on pages 12-9 and 12-10 of the Draft EIR and page 9 of Appendix G. Proposed on-site stormwater treatment and collection elements include bio-retention on each lot and a detention basin at the southeast corner of the site. As indicated on page 12-9 of the Draft EIR, plan-level stormwater calculations demonstrated that the Project with proposed stormwater elements would not increase runoff from the site, and that detailed design-level hydraulic computations are required to confirm this as a standard construction permit requirement. The full hydrological assessment in the EIR (Appendix G) determined that the Project would not have a significant impact on the ability of the creek to contain flood waters and Project revisions further reduced the proposed development footprint (page 26-42 of the Re-Issued Final EIR). With the Project as proposed including stormwater treatment and collection elements, the impact with respect to flooding was determined to be less than significant.

Regionally, the city continues to coordinate storm drainage programs, plans, and improvements with Zone 7 Water Agency, an Alameda County Special District that provides flood control and water services to the Tri-Valley. The City also implements its own storm water management programs to address flooding citywide. Please see memorandum dated November 5, 2024, from the City Engineer in the RP FEIR regarding the city’s flood control services.

Hydrocarbon (oil) seepage was discussed on pages 11-2, 11-3, 11-6, 11-7 and 12-8 and associated Appendix F of the Draft EIR with minor revisions on pages 26-38, 26-39 and 26-41 of the Re-Issued Final EIR. The history of near-surface hydrocarbons and oil seeps in the vicinity was identified as a known concern in the Draft EIR (pages 11-1 to 11-3) believed to be related to the interaction between the movement of the naturally-occurring oil deposits in the geologic strata (oil-bearing Greenville Sands) and the seasonally-fluctuating groundwater table beneath the Bear Creek site where an oil seep is located. As indicated in the Draft EIR (page 11-3), “the geologic structure is not continuous from the Bear Creek site oil seep to the Project site and that therefore, it is unlikely that there are oil bearing Greenville Sands near-surface at the Project site. Supporting this conclusion, no evidence of near-surface oil or seepage was found at the Project site through site reconnaissance, surface borings, or deeper borings (down to 62 feet) performed at the Project site by ENGEO. However, oil seeps did not become apparent until five years after construction of the Bear Creek Development. Therefore, oil seeps may be expected to move laterally within one mile of the identified location or to rise to the surface within the next 5-10 years.” While not found or considered likely at the Project site, the possibility of future oil seepage was acknowledged as a potential impact and the EIR concluded that the impact could be reduced to less than significant levels with implementation of the identified mitigation requiring additional field confirmation during grading with measures requiring design of underground utility and stormwater elements to prevent oil intrusion, additional measures to reduce potential seepage events if any oil is encountered (overexcavation, visqueen lining, and an oil/water separator), and funding for additional remedies should oil seepage occur in the future (Draft EIR pages 11-6 to 11-7). Please see memorandum dated

November 5, 2024, from the City Engineer in the RP FEIR regarding the presence of hydrocarbons in the area.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 23-2 to 23-5 of the Final EIR, and pages 26-13 to 26-28 of the Re-Issued Final EIR. The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the Project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

Comments did not identify or otherwise provide evidence of specific species of concern though one indicated a connection between habitat and runoff as a concern. Evaluation of potential hydrological impacts to off-site wetlands and associated species was included in the EIR (Appendix G, Appendix J) and as summarized on page 24-12, “the Garaventa Wetlands Preserve receives flows from nearly 645 acres of tributary watershed and that “…the minor changes to onsite drainage patterns proposed with the project will not result in significant impacts to the hydrology of the Garaventa Wetlands [Preserve].” To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 of the RP EIR addressing the Project’s flooding risk and impacts from runoff. To the extent the comment raises issues related to biological resources after the Re-Issued Final EIR, the City’s commissioned expert biologist has independently confirmed in a memorandum included in Master Response 2 of the RP EIR that there are no new listings in the CNDDB regarding endangered species and that changed or pending changes to listing status since the Re-Issued Final EIR are either already adequately addressed or can be addressed by a modest revision to Mitigation Measure Bio-9, which would not be considered substantial new information because it would not result in a new or worsened significant impact. Please see the memorandum from the biologist included in Master Response 2 and revised Mitigation Measure Bio-9 described in Master Response 2.

Wildfire was addressed on pages 11-7 to 11-8 of the Draft EIR with minor revisions on pages 26-39 to 26-40 of the Re-Issued Final EIR. The EIR concludes that the project is not in a high-risk wildfire area (what would be called a Very High Fire Hazard Safety Zone or VHFHSZ by Cal Fire) and would comply with the City’s Wildland-Urban Interface Code requiring the defensible space and fire-retardant materials. Therefore, the impact related to wildfire would be less than significant. Under current CEQA Standards (CEQA Guidelines Appendix G, Section XX), a project is considered to have a potentially significant impact under CEQA requiring more detailed analysis if the project site is classified as a VHFHSZ. According to current mapping, it remains the case that the Project is not located in or near VHFHSZ areas, the closest of which are over 4 miles away to the northwest or southwest.

PLANNING COMMISSION AND PUBLIC COMMENT

On November 12, 2024, the Planning Commission held a public hearing on the proposed Project and voted unanimously to recommended that the City Council certify the EIR and approve the Project.

Before the meeting, staff received four emails with comments in opposition to the Project and requesting the city delay considering the Project (Attachment 4). Three of the emails reiterated the comments they had submitted during the public comment period for the RP Draft EIR, including concerns with the age of the EIR, air quality, hydrology, biological resources, and wildfire. One commenter added that the City Council should provide additional affordable units instead of the cash payment equivalent of 3.15 units. One commenter also noted concern with privacy due to the frequent use of the city-owned property north of Bear Creek Drive and Knoll Court, specifically noting that the property was meant as a buffer/open space and not public trails. One of the commenters stated objection to the project and that the EIR did not adequately address traffic and related noise, grading and the presence of soil pathogens, and the impacts from informal and unauthorized public access on the informal trails. They added that there was no study done to review costs and benefits of the new development and impacts to a nearby Landscaping and Lighting District.

Three speakers (in addition to the project applicant team) commented during the public hearing and expressed concern with the project's compatibility with the neighborhood, potential presence of hydrocarbons, impacts to biological resources, exposure to wildfire, increased traffic/speeding on local streets, and the reliability of Pacific Gas & Electric (PG&E) to provide services.

The topics of air quality, hydrology, biological resources, wildfire, and traffic were previously addressed in the EIR and Project Conditions of Approval and are discussed in more detail above in this staff report and attachments. Again, the Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Development Alternative. Recirculation of an EIR to address a limited issue is not grounds to revisit issues laid to rest in prior analysis upheld by the Court.

The new Garaventa project is required to enter into a new Community Facility District (CFD) to fund the costs for maintaining the new amenities such as the new Hawk Street EVA Bridge and new outfall into the Altamont Creek. The new HOA that will be formed for the community will also be responsible for maintenance costs associated with amenities such as the open space that will be preserved and new trails that will be constructed. The existing property owners will not be subject to costs of the new CFD that will be formed. Each community that is built is responsible for the maintenance costs associated with their individual development, but adjacent communities will share in the beneficial use and additional maintenance costs of community members utilizing each other's amenities (such as the new trails and new pedestrian bridge that will be constructed). More information regarding Landscape Maintenance Districts may be found on the city's website at the following link: https://www.livermoreca.gov/departments/public-works/maintenance/landscape-maintenance-districts

The EIR includes a complete traffic impact analysis and concludes that the Project contributes relatively low volumes of traffic to City roads and intersections that are well within the design capacity of nearby streets. It should also be noted that CEQA no longer requires congestion-based traffic analysis.

The EIR also evaluates energy and concludes that the Project would have a less than significant impact relating to energy consumption with no mitigation warranted. PG&E assesses infrastructure and service demand and requires system upgrades and improvements in pace with new development.

The Planning Commission found the EIR is in compliance with the intent and requirements of CEQA and the Project consistent with the General Plan, Livermore Development Code, Design Standards & Guidelines, and all applicable standards. The November 12, 2024, Planning Commission staff report (Attachment 2) and meeting minutes are provided in Attachment 6 and summarize the discussion, and each Planning Commission Resolution is attached to the City Council Resolutions.

City staff has reviewed all comments received and concluded that none demonstrate the existence of significant new information that would require further recirculation of the EIR nor a supplemental or subsequent EIR under the applicable standards.

FISCAL AND ADMINISTRATIVE IMPACTS

The development of the project site will increase property valuation of the vacant parcel, resulting in an increase in property tax revenue to the City. The project will also be subject to applicable development fees that will help offset the financial impacts of the new development. The revenue increase will be offset by expenditures on City services such as public safety and library services to serve the new residents. A homeowner's association will be responsible for the maintenance of the private street, detention basin, and all open space areas (including trails). A community facilities district will fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

GUIDING DOCUMENTS

General Plan
Livermore Development Code
Livermore Design Standards & Guidelines

ATTACHMENTS

1. Location Map
2. 11-12-24 Planning Commission Staff Report
3. 12-4-18 Planning Commission Report with Attachments 4 5 6 7
4. 11-12-24 Planning Commission Comments Received
5. 4-22-19 City Council Report
6. DRAFT Special Planning Commission Meeting Minutes 11.12.24
7. CEQA Resolution
8. Exhibit A PC Reso 36-24, CEQA
9. Exhibit B - Garaventa Hills RP EIR
10. Exhibit C - Facts and Findings

11. Exhibit D - MMRP
12. Project Resolution - City Council
13. Exhibit A- PC Reso 37-24, SUB13-001, SPDR13-005 project
14. Exhibit B - Development Plans
15. Exhibit C - Conditions of Approval

Prepared by: Steve Stewart
Special Projects Coordinator

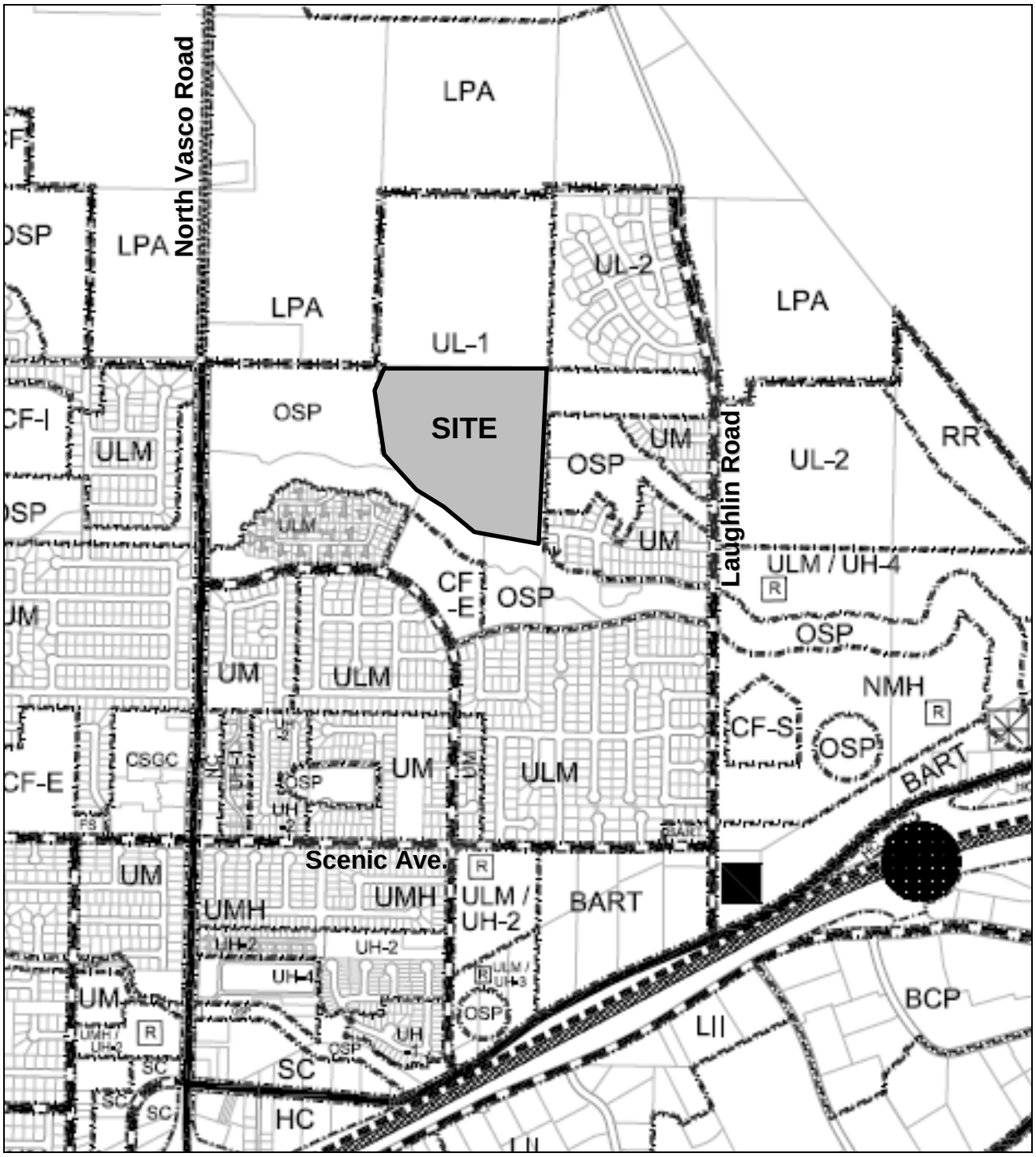
Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LOCATION MAP



LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 3.1**

DATE: November 12, 2024

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Planning Manager

SUBJECT: Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).

RECOMMENDED ACTION

Staff recommends the Planning Commission recommend the City Council take the following actions to authorize the development of the Garaventa Hills residential project:

1. Adopt a resolution certifying the EIR pursuant to the California Environmental Quality Act (CEQA); and,
2. Adopt a resolution approving Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005, subject to conditions, and authorizing the applicant to provide six affordable duet units as proposed and to make an equivalency payment to satisfy the remaining fractional portion of the affordable housing requirement; and,
3. Direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

SUMMARY

The Garaventa Hills project (Project) proposes a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. The site is located north of I-580, west of Laughlin Road and east of Vasco Road at the terminus of Bear Creek Drive (Assessor Parcel Number 99B-5300-10).

In December 2018, the Planning Commission considered the Project and voted unanimously to recommend the City Council certify the Project's EIR and approve the Project. In April 2019, the Livermore City Council certified the EIR and approved the Project.

The EIR certification and project approval were challenged by Save the Hill Group. The Alameda County Superior Court dismissed this writ petition in its entirety. However, the Court of Appeal ruled the EIR was inadequate because it did not contain sufficient information regarding the potential availability of funding

for open space acquisition and conservation of the Project site in the no-project alternative analysis. The Court of Appeal upheld the EIR on all other grounds. In accordance with the appellate court's direction, the City Council rescinded the certification of the EIR and approval of the Garaventa Hills project in November 2022.

The applicant, Livermore LT Ventures I Group, LLC., has exercised their right to bring the Garaventa Hills project back for review by the City and is proceeding with the same Project that the prior EIR evaluated. Staff and the environmental consultant have prepared environmental review documents for the Project in accordance with CEQA. Consistent with the Superior Court order and Court of Appeal decision, a Recirculated Partial Final Environmental Impact Report (RP Final EIR) has been prepared to analyze the potential availability of funding for open space acquisition and conservation of the project site in the no-project alternative analysis.

The City's review will include Planning Commission and City Council consideration of the RP Final EIR (Attachment 6) that addresses the inadequacies identified by the Court of Appeal, and the previously rescinded Vesting Tentative Subdivision Map and Site Plan Design Review application. The RP Final EIR, together with the Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) published in July 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Project in Livermore, California. The prior EIR documents may be found on the city's website at www.https://www.livermoreca.gov/departments/garaventa-hills-project

The applicant is proceeding with the same Project that the prior EIR evaluated. Therefore, there are no changes to the project impacts that were evaluated in the prior EIR documents.

The Project is consistent with the 2003 General Plan, Livermore Development Code, Design Standards & Guidelines, and other applicable ordinances and development standards. The Project is comparable in development pattern to the neighboring Altamont Creek and Bluff's developments to the east and northeast. The on-site knolls and rock outcrop that currently are privately owned will be publicly accessible and maintained by the Project's homeowners association. The EIR also indicates that the site can be developed without significant impacts to the environment and supports this infill residential development at a density envisioned under the current 2003 General Plan and the 2023-2031 Housing Element.

Planning Commission Role and Responsibility

The Project is consistent with existing laws (General Plan and Zoning). Therefore, the City Council will be acting in a quasi-judicial role. In this adjudicatory role, the Planning Commission's and City Council's discretion are limited to judging if a project is consistent with existing laws. If the Planning Commission and City Council find the project complies with existing laws and design standards, then the Commission is required to recommend approval of the project and Council is required to approve the project. Staff anticipates review of the Project by the City Council at their November 25, 2024, meeting.

DISCUSSION

DESCRIPTION, CONTEXT, AND ANALYSIS

The Project is the same project reviewed by the Planning Commission on December 4, 2018, and

approved by the City Council on April 22, 2019. For a complete project description, site context, and analysis of consistency with the General Plan, Livermore Development Code, and applicable State and local standards, please review the April 22, 2019, City Council staff report (Attachment 2) and December 4, 2018, Planning Commission staff report with its attachments 4, 5, 6, and 7 (Attachment 3).

The Project is a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. A westerly extension of Bear Creek Drive would provide access to the internal residential street circumscribing the site's two prominent knolls. Proposed single-family detached lot sizes range from 8,740 to 13,160 square feet, with homes between 2,390 to 3,150 square feet in size, excluding garages.

Less than half of the site, approximately 40 percent of the site, would be developed with roadways and lots. The knolls would remain undeveloped with informal public-access trails for hiking and vista views. The remaining area would include a stormwater detention basin at the southeast corner and natural areas surrounding development to buffer the nearby creek, wetlands, and other sensitive habitat.

A homeowner's association would be responsible for the maintenance of the private street, detention basin, project landscaping, and all open space areas (including trails). The informal trails currently found on the privately owned knolls would be formally designated for public access. A community facilities district would fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge.

BACKGROUND

The site has an extensive land use history and has residential General Plan land use designations dating back to the 1976 General Plan. Please see the December 4, 2018, Planning Commission staff report (Attachment 3) for the site's land use history.

The applicant submitted a development application to the City of Livermore in 2011 for 76 detached single-family residential units on the vacant, approximately 32-acre site. The City of Livermore contracted with Lamphier-Gregory (Consultant) to prepare an EIR for the Project. The Project was evaluated in a 2012 Draft EIR and subsequent environmental documents to reflect revisions to the Project. The applicant made subsequent revisions to the application that were evaluated in 2014 and 2018 EIR documents summarized below:

- 2012 Draft EIR – included environmental analysis of a project that proposed 76 residential units and a vehicular bridge connecting to Hawk Street. The Draft EIR considered all environmental topic areas, evaluated the Project impacts, and identified two alternatives to the project.
- 2014 Final EIR – responded to comments on the Draft EIR and presented information to conclude that a revised project proposing 47 residential units and no bridge over Hawk Street was covered by the prior 2012 EIR analysis.
- 2018 Re-Issued Final EIR - presented information and analysis to conclude that the 2018 Revised Project, proposing 44 residential units and a pedestrian bridge connection to Hawk Street, was within the prior analysis and updated responses to comments as necessary to reflect the revised 44-unit project.

In December 2018, the Planning Commission considered the 2018 Revised Project and voted unanimously to recommend the City Council certify the EIR and approve the 2018 Revised Project. In April 2019, the Livermore City Council certified the EIR and approved the 2018 Revised Project.

In May 2019, a lawsuit was brought by Save the Hill Group, bringing a writ of mandate petition challenging the City's certification of the EIR and approval of the 2018 Revised Project.

In September 2020, the Superior Court for the County of Alameda dismissed Save the Hill Group's petition in its entirety, finding 1) Save the Hill Group failed to exhaust their administrative remedies regarding their claims that the no-project alternative analyzed in the EIR was inadequate, and 2) denying the remainder of their claims that the EIR was inadequate. The Superior Court rejected all challenges to the EIR's impact analysis.

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ENVIRONMENTAL DETERMINATION

The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to hydrology, hazards, and biological resources were included in the EIR and the RP Draft EIR was not required to re-open the EIR's analyses.

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"The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.

"Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.

“Additionally, the Project site has a long-established residential designation and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element’s residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.

“Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.

“The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a “feasible” alternative the lead agency is compelled to adopt. [1,2.] The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development.“

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1. CEQA Guidelines Sections 15126.6(f)(i).
2. See California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001 (assessing alternatives

feasibility, ‘ “involves a balancing of various ‘economic, environmental, social, and technological factors” ’; ‘ “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors.” ’ [internal citations omitted]).

Flooding was addressed in Chapter 12 and associated Appendix G of the Draft EIR with minor revisions on pages 26-41 to 26-42 of the Re-Issued Final EIR. The EIR indicated that existing site soils are relatively impervious and precipitation falling on the site currently drains quickly in the form of surface flows, largely to the adjacent Altamont Creek. Hydrological analysis and design acknowledges and is intended to address even uncommon flooding conditions (“100 year” events), as detailed on pages 12-9 and 12-10 of the Draft EIR and page 9 of Appendix G. Proposed on-site stormwater treatment and collection elements include bio-retention on each lot and a detention basin at the southeast corner of the site. As indicated on page 12-9 of the Draft EIR, plan-level stormwater calculations demonstrated that the Project with proposed stormwater elements would not increase runoff from the site, and that detailed design-level hydraulic computations are required to confirm this as a standard construction permit requirement. The full hydrological assessment in the EIR (Appendix G) determined that the Project would not have a significant impact on the ability of the creek to contain flood waters and Project revisions further reduced the proposed development footprint (page 26-42 of the Re-Issued Final EIR). With the Project as proposed including stormwater treatment and collection elements, the impact with respect to flooding was determined to be less than significant.

Regionally, the city continues to coordinate storm drainage programs, plans, and improvements with Zone 7 Water Agency, an Alameda County Special District that provides flood control and water services to the Tri-Valley. The City also implements its own storm water management programs to address flooding citywide. Please see memorandum dated November 5, 2024, from the City Engineer in the RP FEIR (Attachment 6) regarding the city’s flood control services.

Hydrocarbon (oil) seepage was discussed on pages 11-2, 11-3, 11-6, 11-7 and 12-8 and associated Appendix F of the Draft EIR with minor revisions on pages 26-38, 26-39 and 26-41 of the Re-Issued Final EIR. The history of near-surface hydrocarbons and oil seeps in the vicinity was identified as a known concern in the Draft EIR (pages 11-1 to 11-3) believed to be related to the interaction between the movement of the naturally-occurring oil deposits in the geologic strata (oil-bearing Greenville Sands) and the seasonally-fluctuating groundwater table beneath the Bear Creek site where an oil seep is located. As indicated in the Draft EIR (page 11-3), “the geologic structure is not continuous from the Bear Creek site oil seep to the Project site and that therefore, it is unlikely that there are oil bearing Greenville Sands near-surface at the Project site. Supporting this conclusion, no evidence of near-surface oil or seepage was found at the Project site through site reconnaissance, surface borings, or deeper borings (down to 62 feet) performed at the Project site by ENGEO. However, oil seeps did not become apparent until five years after construction of the Bear Creek Development. Therefore, oil seeps may be expected to move laterally within one mile of the identified location or to rise to the surface within the next 5-10 years.” While not found or considered likely at the Project site, the possibility of future oil seepage was acknowledged as a potential impact and the EIR concluded that the impact could be reduced to less than significant levels with implementation of the identified mitigation requiring additional field confirmation during grading with measures requiring design of underground utility and stormwater elements to prevent oil intrusion, additional measures to reduce potential seepage events if any oil is encountered

(overexcavation, visqueen lining, and an oil/water separator), and funding for additional remedies should oil seepage occur in the future (Draft EIR pages 11-6 to 11-7). Please see memorandum dated November 5, 2024, from the City Engineer in the RP FEIR (Attachment 6) regarding the presence of hydrocarbons in the area.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 23-2 to 23-5 of the Final EIR, and pages 26-13 to 26-28 of the Re-Issued Final EIR. The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the Project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

Comments did not identify or otherwise provide evidence of specific species of concern though one indicated a connection between habitat and runoff as a concern. Evaluation of potential hydrological impacts to off-site wetlands and associated species was included in the EIR (Appendix G, Appendix J) and as summarized on page 24-12, “the Garaventa Wetlands Preserve receives flows from nearly 645 acres of tributary watershed and that “…the minor changes to onsite drainage patterns proposed with the project will not result in significant impacts to the hydrology of the Garaventa Wetlands [Preserve].” To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 of the RP EIR addressing the Project’s flooding risk and impacts from runoff. To the extent the comment raises issues related to biological resources after the Re-Issued Final EIR, the City’s commissioned expert biologist has independently confirmed in a memorandum included in Master Response 2 of the RP EIR that there are no new listings in the CNDDB regarding endangered species and that changed or pending changes to listing status since the Re-Issued Final EIR are either already adequately addressed or can be addressed by a modest revision to Mitigation Measure Bio-9, which would not be considered substantial new information because it would not result in a new or worsened significant impact. Please see the memorandum from the biologist included in Master Response 2 and revised Mitigation Measure Bio-9 described in Master Response 2.

Wildfire was addressed on pages 11-7 to 11-8 of the Draft EIR with minor revisions on pages 26-39 to 26-40 of the Re-Issued Final EIR. The EIR concludes that the project is not in a high-risk wildfire area (what would be called a Very High Fire Hazard Safety Zone or VHFHSZ by Cal Fire) and would comply with the City’s Wildland-Urban Interface Code requiring the defensible space and fire-retardant materials. Therefore, the impact related to wildfire would be less than significant. Under current CEQA Standards (CEQA Guidelines Appendix G, Section XX), a project is considered to have a potentially significant impact under CEQA requiring more detailed analysis if the project site is classified as a VHFHSZ. According to current mapping, it remains the case that the Project is not located in or near VHFHSZ areas, the closest of which are over 4 miles away to the northwest or southwest.

ATTACHMENTS

1. Location Map
2. 4-22-19 City Council Report
3. 12-4-18 Planning Commission Staff Report with Attachments 4 5 6 7
4. Development Plans
5. Conditions of Approval
6. Recirculated Partial Final EIR
7. Resolution - CEQA
8. Exhibit A - Garaventa Hills RPFEIR
9. Exhibit B - Facts and Findings Final
10. Exhibit C - MMRP
11. Resolution - Project

Prepared by: Steve Stewart
Special Projects Coordinator

LIVERMORE
CALIFORNIA

PLANNING COMMISSION AGENDA REPORT

APPLICATION NOS.:	Vesting Tentative Tract Map 8094 (SUB 13-001) and Site Plan Design Review (SPDR) 13-005
APPLICANT:	Lafferty Communities
PROJECT PLANNER:	Turhan Sonmez, Associate Planner
PROJECT DESCRIPTION:	Hearing to consider a proposed residential subdivision of 44 units, consisting of 38 single-family detached units and 6 duet/couplet units, on an approximately 31.7 acre vacant site. A proposed westerly extension of Bear Creek Drive would provide access to the internal residential street, and an emergency vehicle access (EVA), pedestrian, and bicycle bridge is proposed at Hawk Street.
RECOMMENDATION:	Approve subject to conditions
LOCATION:	East of North Vasco Road, North of Garaventa Ranch Road/Altamont Creek Drive, and West of Laughlin Road
ZONING:	Planned Development/Planned Unit Development (PUD) No. 115
GENERAL PLAN:	Urban Low Residential (UL-1), 1 to 1.5 dwelling units per acre
SITE AREA:	31.7± acres
CEQA STATUS:	An Environmental Impact Report (State Clearinghouse Number 2011112045) will be considered for compliance with the provisions of CEQA.
NOTICE AREA:	1,320 feet

MEETING DATE:	AGENDA ITEM:
12-4-2018	5.03

LIVERMORE CALIFORNIA

Project Site



Notes:

1,333.3 0 666.67 1,333.3 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
Livermore IT, GIS Services

Scale: 1: 8,000

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

Prepared:
11/19/2018
3:48:36 PM

LIVERMORE
CALIFORNIA

PLANNING COMMISSION AGENDA REPORT

TO: Chairperson Bjorklund and
Members of the Planning Commission

PREPARED BY: Turhan Sonmez, Associate Planner

REVIEWED BY: Steve Stewart, Planning Manager
Scott Lee, Principal Planner

DATE: December 4, 2018

SUBJECT: Vesting Tentative Tract Map 8094 (SUB13-001) and
Site Plan Design Review (SPDR) 13-005

SUMMARY RECOMMENDATION

Staff recommends the Planning Commission adopt a resolution recommending the City Council certify the Environmental Impact Report and, after approval of the application, instruct staff to file the Notice of Determination with the Alameda County Clerk, approve Vesting Tentative Tract Map 8094 (SUB13-001) and Site Plan Design Review (SPDR) 13-005, subject to conditions, and authorize the applicant to provide six affordable duet units as proposed and to make an equivalency payment to satisfy the remaining fractional portion of the affordable housing requirement.

BACKGROUND

In 1988, the Area A General Plan Amendment changed the project site's land use designation from Urban Medium Residential (4.5 dwelling units per acre) to Urban Low Medium Residential (3 dwellings per acre).

On July 6, 1990, the Maralisa builder Hal Porter Homes applied for the allocation of 610 units under the City's 1991 Housing Implementation Program (Attachment 4). The City Council expressed concerns regarding allocating 610 units to a single project. In response, the builder reduced the number of proposed housing units. Thirty-one custom lots covering the knolls were part of the reduced project. On November 13, 1990, the Livermore City Council adopted Resolution 347-90 approving the Housing Implementation Program (HIP) ranking and allocations for the Maralisa project, but reduced the number of units to 397 units over a three-year period (1991-1993). At this

time, the City Council also recommended preparation of an Environmental Impact Report for the Subdivision, Planned Unit Development, and Development Agreement.

On September 12, 1994, the City Council adopted Resolution 94-228, certifying an Environmental Impact Report and approving the Maralisa development (Planned Unit Development 54-90 and Vesting Tentative Tract Map 6433). The project consisted of 322 residential units including 64 apartments to be subsequently subdivided into condominiums, 119 townhomes, and 139 single family detached units; 2.1-acre park; 10-acre school site; and several parcels for landscaping, environmental protection, and subsequent development. The Planned Unit Development (PUD) included a standard that required a separate environmental determination before permitting any development on the Project site. The PUD also notes that a portion of the density for the Project site is transferred to properties within the Maralisa development south of Altamont Creek. To remain consistent with the General Plan designation for the overall property (3 dwellings per acre), the maximum number of units permitted on the Project site was 76 units.

On March 10, 1997, the Livermore City Council adopted Resolution 97-50 approving an amendment to the Maralisa project to replace 64 condominium/apartments and 119 townhomes with 123 single-family small lot/courtyard detached units and 50 apartments. The PUD Amendment included the same language as the original PUD, requiring separate environmental review prior to developing the Project site; noting the transfer of density to areas south of Altamont Creek; and to remain consistent with the General Plan designation for the overall property limiting the maximum number of units permitted on the Project site to 76 units.

On January 24, 2000, the City Council adopted Resolution 2000-10 approving the 2000 Housing Implementation Program allocations. Western Pacific/Garaventa applied for 45 housing unit allocations for the Project site (Attachment 5). The Project, Maralisa Summit, was ranked “Below Average” and did not receive allocations. The Below Average ranking was due to below average landscaping, contributions to City facilities, and project location. The applicant also did not conduct any environmental assessment on the Project site.

During the City’s 2003 General Plan Update, the Project site’s designation was changed again to the current designation of Urban Low Residential (1 to 1.5 dwelling units per acre). Undeveloped properties to the north and east between the Bluffs and Meadow Glen Drive received the same designation. Lowering the density was due to the potential, but unknown environmental sensitivity of the sites. This General Plan land use designation density allows up to 47 residential units on the project site.

On July 27, 2011, the applicant submitted a development application for 76 homes on the site. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2 to 3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development.

On October 24, 2011, the City Council adopted a Resolution authorizing execution of an agreement with Lamphier-Gregory, an environmental planning consultant, to conduct environmental review for the Project in accordance with the California Environmental Quality Act (CEQA). The applicant is funding the environmental review, but the consultant is under City direction.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft Environmental Impact Report (Draft EIR) for the current applicant's initial proposal. The initial proposal was for 76 homes with a second vehicular access via an extension of Hawk Street and new bridge across Altamont Creek. The proposal included a General Plan Amendment to change the land use designation from Urban Low Residential, at 1 to 1.5 dwelling units per acre, to Urban Low Medium Residential, at 2 to 3 dwelling units per acre.

In response to direction from City staff and comments received during the December 4, 2012, Planning Commission public hearing, the applicant made the changes listed below before the Planning Commission's consideration of the Project:

- Reduction in the number of units from 76 to 47,
- Elimination of the Hawk Street connection and bridge over Altamont Creek,
- Preservation of the rock outcrop in the northwest corner of the site, and
- Provision of an additional one-story floor plan and a one-and-a-half-story floor plan.

On July 1, 2014, the Planning Commission recommended the City Council deny the Project. The Commission's recommendation was due to the Project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District (Park District) regarding compatibility with the adjacent Garaventa Preserve. The applicant chose not to pursue a decision from the City Council. Instead, they chose to make more changes to the project and return to the Planning Commission.

The applicant, Lafferty Communities, made further changes to the project in response to comments made during the July 1, 2014, Planning Commission hearing, and concerns from the Park District. Changes to the Project after the July 1 Planning Commission meeting included:

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading,
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition,
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve.
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park, and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

On August 18, 2015, the Planning Commission considered the revised project, held a public hearing, and recommended unanimously to approve the project. The Planning Commission commended the applicant for revising the development plans to address concerns from the Commission, community, and Park District.

On September 14, 2015, the City Council directed the project be returned to the Planning Commission and staff with direction for the project to be more subordinate to the natural landforms and provide alternatives for emergency vehicle and pedestrian circulation. This direction was provided with Council Resolution No. 2015-127 (Attachment 9).

On August 23, 2018, the City held a neighborhood meeting to present the latest changes to the Project and answer questions. See the Project Description section below for details regarding these additional changes.

PROJECT DESCRIPTION

Currrent Project

The applicant, Lafferty Communities, is proposing the following changes to the project in response to comments made during the September 14, 2015, City Council hearing to make the project subordinate to the natural landforms:

- Reducing the number of units from 47 to 44 (including six affordable duet units),
- Reducing the average size of the units,
- Altering Roof forms to provide view corridors,
- Complying with the standards of the underlying zoning district (Planned Unit Development 115),
- Narrowing the road widths,
- Reducing the height of retaining walls,
- Providing an emergency vehicle access (EVA), pedestrian, and bicycle bridge from Hawk Street,
- Providing additional diversity in the proposed housing stock in terms of architecture, colors, and materials, and
- Providing new and updated visual simulations of the Project in context with the surrounding developed and natural environments.

The Project is a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. A westerly extension of Bear Creek Drive provides access to the internal residential street circumscribing the site's two prominent knolls. Single-family detached lot sizes range from 8,740 square feet to 13,160 square feet with homes between 2,390 to 3,150 square feet in size, excluding garage. The duet lots range in size from 4,370 square feet to 5,375 square feet with homes of either 1,380 or 1,690 square feet in size, excluding garage. The duet units are attached along one wall, but each unit is on an individual lot with a property line located in the center of the shared wall. Lots and roadways will comprise approximately 40 percent of the site, with the remaining land

reserved for open space buffers on the site's edges, undeveloped knolls with pedestrian trails, and a storm water detention basin with outfall pipe to Altamont Creek.

The Project includes applications for a Vesting Tentative Tract Map and Site Plan Design Review. The Vesting Tentative Tract Map will subdivide the site into 47 individual parcels, including 38 detached single-family residential lots, 6 attached single-family residential lots, and 3 homeowners association (HOA) parcels that include an open space buffer around the perimeter of the site, a storm water detention basin, the two knolls, public trails, and Bear Creek Common.

PROJECT SITE CONTEXT

The Project is located north of Garaventa Ranch Road and Altamont Creek Elementary School, west of Bear Creek Drive and Laughlin Road. The approximately 32-acre site is an undeveloped parcel consisting predominantly of non-native grassland.

The topography of the site is moderately sloping, having a predominantly 15 percent to 20 percent slope. Altamont Creek, an intermittent stream channel, forms the southern boundary of the site. A saddled ridgeline forms a connection between the two knolls in roughly the center of the site.

The following table summarizes the General Plan land use designation, zoning classification, and existing land use of the subject site and surrounding parcels:

	General Plan Designation	Current Zoning Classification	Existing Land Use
North	Urban Low Residential 1-1.5 dwelling units per acre (UL-1)	Planned Development (PD)	Vacant parcel with grassland/cattle grazing
South	Parks, Trail Ways, Recreation Corridors, and Protected Areas (OSP) beyond which are Urban Low Medium Residential 2-3 dwelling units per acre (ULM), Community Facility Elementary School K-6 (CF-E).	Planned Development (PD) Planned Unit Development 115 (PUD 115)	Altamont Creek beyond which are single-family residential (Maralisa), Altamont Creek Elementary School, and Altamont Creek Neighborhood Park
East	Parks, Trail Ways, Recreation Corridors, and Protected Areas (OSP), Urban Low Residential 1.5-2 units per acre (UL-2), and Urban Medium Residential 4.5-6 dwelling units per acre (UM).	Planned Development (PD) – Planned Unit Development 53-93, Planned Unit Development 105, and Planned Unit Development 66-94 (PUD 53-93, PUD 105, and PUD 66-94)	Open space and single-family residential
West	Parks, Trail Ways, Recreation Corridors, and Protected Areas (OSP).	Planned Unit Development 115 (PUD 115)	Garaventa Wetlands Preserve, Altamont Creek beyond which are single-family residential (Maralisa) and Vasco Road.
Subject Site	Urban Low Residential 1-1.5 dwelling units per acre (UL-1)	Planned Unit Development 115 (PUD 115)	Vacant grassland

STAFF ANALYSIS

General Plan

The site's General Plan land use designation is Urban Low Residential (UL-1), at 1 to 1.5 dwelling units per acre. Consistent with the UL-1 land use designation, the proposal's average density is approximately 1.38 units per acre.

The General Plan Land Use and Community Character Elements include the following Goals, Objectives, and Policies for new development projects within the City of Livermore:

Goal LU-1 **Protect the unique qualities of Livermore, which include a historic Downtown, a variety of residential neighborhoods, vineyards, ranches, natural habitats and open space.**

Objective LU-1.1 **Locate new development so as to create a consolidated pattern of urbanization, maximizing the use of existing public services and facilities.**

Policy P1 Except where special circumstances warrant, the City shall allow development only on those properties immediately adjacent to established urban areas, in accordance with the North Livermore Urban Growth Boundary Initiative. (2003 General Plan, P. 3-30).

Policy P4 The City shall encourage the use of the planned development concept where possible to decrease construction costs, provide open space, increase the variety of housing types and provide integrated very low-, low-, and moderate-income housing.

The Project site is within the North Livermore Urban Growth Boundary and City boundary, adjacent to established residential development served by City utilities, and has a residential General Plan land use designation. The designation of the site in the General Plan as a location for residential development indicates it is part of the City's planned growth and not intended as non-urbanized land.

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

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

Policy P1 The City shall allow no structural development in hillside areas involving skylines, ridgelines, or silhouettes.

Policy P2 The City shall permit no intensive development of the hills. Development including roads, buildings and other structural or land coverage shall be located, sited and designed to fit and be subordinate to the natural landforms. Under no circumstances shall development create uniform, geometrically terraced building sites which are contrary to the natural landforms and which detract, obscure or negatively effect the visual quality of the landforms. (2003 General Plan, P. 4-3).

Goal LU-4 Ensure that new development mitigates significant environmental, design, and infrastructure impacts.

Objective LU-4.1 Prevent development from occurring where the location or the physical or biological characteristics of the site would make the land use inappropriate.

Policy P1 Impacts to wetland and biological resources shall be calculated on a gross acreage basis and shall include areas of steep slopes, streets, floodways, and parks dedications that could result in losses of wildlife and plant habitat on a parcel.

Policy P2 The City shall encourage the clustering of development in order to minimize its overall footprint in areas of ecological sensitivity, such as hillsides, alkali springs, creek corridors, and watersheds.

The development plan responds to the natural forms and topography of the site. For example, the Project's single public road and maintenance vehicle access road loops around the western knoll and follows the site's contours along the saddle between both knolls, enabling construction of the road and homes at elevations similar to the existing Altamont Creek development to the east. Clustering homes along the roadway minimizes the development footprint and enables the preservation of the rock outcrop in the northwest corner, both knolls, and the provision of the natural buffers from 47 feet wide to over 100 feet wide around the site's perimeter.

The Project follows a development pattern common to nearby residential development that clusters development in order to avoid natural resources and site constraints. The development pattern for the Altamont Creek subdivision to the southeast that includes Bear Creek Drive, Knoll Way and Court, Edgewater Lane, and Bridle Path Court preserves the on-site knoll on the northwest edge of the project site, avoids seasonal wetlands, and includes structure exclusion zones due to seismic constraints. Similarly,

development along Meadow Glen Drive directly east of the Project also avoids seasonal wetlands and includes structure exclusion zones in response to seismic constraints. The Saddleback development, approximately one-half-mile to the northwest of the Project, at the northeast corner of Ames Street and Dalton Avenue, avoids seasonal wetlands and preserves on-site knolls (Attachment 6).

Environmental mitigation proposed for the project will include the permanent preservation, monitoring and management of an 85-acre parcel in the Springtown Alkali Sink. The mitigation parcel is located north of Scenic Avenue between Bluebell Avenue and Broadmoor Avenue (Attachment 7). The highly sensitive property contains a number of important natural resources including a section of Altamont Creek and a portion of a unique alkali-saline wetland habitat. The federally protected Palmate Bracted Bird's Beak is also present on the property.

Environmental permits from appropriate Resource Agencies will require the following components to ensure protection of the mitigation property in perpetuity:

- Permanent conservation easement held by a non-profit trust or other organization approved by the Resource Agencies to hold easements,
- A long-term management plan that includes an annual maintenance and monitoring cost calculation, and
- A non-wasting endowment to fund the long-term management and monitoring consistent with the long-term management plan.

The City owns approximately 300 acres north and immediately adjacent to the 85-acre mitigation property. City staff is working with a consultant and Resource Agencies to establish a mitigation bank on the City-owned properties. Establishment of a conservation and/or mitigation bank on the City's properties would facilitate restoration and permanent preservation. Establishment of the mitigation bank also requires placing the properties under a permanent conservation easement with a long-term management plan and endowment to fund monitoring and maintenance.

Consistent with the City's General Plan and City Council priorities, the City continues to seek opportunities to acquire open space, in fee and easement, for habitat and agricultural preservation. The City pursues properties with General Plan Open Space land use designations that are beyond the City's urban growth boundaries. Acquiring such properties for permanent open space stabilizes land use and strategically secures the urban growth boundaries. Since 2008, the City and partners such as the East Bay Regional Park District and Tri-Valley Conservancy have acquired over 1,000 acres for open space and trails with nearly $6 million coming from City funding sources.

Zoning

The Project site's current Zoning Classification is Planned Unit Development 115 (PUD 115). The following table summarizes the Project's conformance with major development standards for the detached units.

Standard (Detached Units)	**Zoning Requirement (Detached Units)**	**Proposed (Detached Units)**
Building Height (Maximum)	35 ft.	26 ft., 2 in. (Maximum)
Front Yard (Minimum)	15 ft. (20 ft. for garage)	15 ft. (20 ft. for garage) (Minimum)
Side Yard (Minimum)	10 ft. (24 ft. total, with 12 ft. for side yard adjacent to driveway)	10 ft. (24 ft. total, with 12 ft. for side yard adjacent to driveway) (Minimum)
Rear Yard	Minimum of 25 ft., average of 35 ft.	Minimum of 25 ft., average of 35 ft.
Floor Area Ratio (Maximum)	**35% (excluding up to 600 sq. ft. of garage area)**	**34% (Maximum)**
Lot Area (Minimum)	7,000 sq. ft.	8,712 sq. ft. (Minimum)
Automobile Parking Stalls (Minimum)	2 garage spaces	2 garage spaces (Minimum)

The following table summarizes the Project's conformance with major development standards for the six attached duet units.

Standard (Attached Units)	**Zoning Requirement (Attached Units)**	**Proposed (Attached Units)**
Building Height (Maximum)	35 ft.	25 ft., 2 in. (Maximum)
Front Yard (Minimum)	15 ft. (20 ft. for garage)	15 ft. (20 ft. for garage) (Minimum)
Side Yard (Minimum)	One side 15 ft., the other side zero ft.	One side 15 ft., the other side zero ft. (Minimum)
Rear Yard (Minimum)	30 ft.	30 ft. (Minimum)
Lot Coverage (Maximum)	**30%**	**27.1% (Maximum)**
Lot Area (Minimum)	2,500 sq. ft.	4,369 sq. ft. (Minimum)
Automobile Parking Stalls (Minimum)	2 garage spaces	2 garage spaces (Minimum)

In summary, the Project is consistent with all applicable development standards.

Housing Implementation Program

The applicant is requesting housing allocations that are necessary to develop the property under the City's 2017-2019 Housing Implementation Program (HIP). The allocations would occur upon the City Council's approval of the Subdivision Map. The allocations would come from the pool of 50 units available per year in the General Plan area, which are allocated on a first-come-first-serve basis. There have not been any units allocated this year. The Planning Commission will make its review of the subdivision and an affirmative recommendation on the map carries with it an affirmative recommendation of the housing allocations.

Inclusionary Housing

The General Plan Housing Element has the goal of providing housing affordable to all economic segments of the community. The City's Inclusionary Housing Ordinance requires 15 percent of the dwelling units in the proposed project to be affordable to low and moderate income households, or satisfy this requirement by an alternative means subject to City Council approval.

The affordable housing obligation for the project is 6.15 units (15 percent of proposed units). Consistent with these provisions, and with the support of staff, the applicant proposes to satisfy its affordable housing obligation by: (1) satisfying three of the required affordable units in the project by constructing three (3) duet floorplans on lots 26, 28, and 35, which will provide six (6) attached units for sale to low and moderate income buyers in accordance with the City's program, therefore satisfying the equivalency practice previously approved by City Council for developers proposing alternative affordable unit plans, and, (2) paying in cash the equivalent value of what the City would otherwise receive for the remaining 3.15 affordable units in the development to satisfy the remainder of the requirement. The value of the 3.15 inclusionary promissory notes and resulting cash payment is to be calculated and paid no later than the time of the 30th building permit application. This method of satisfying the affordable housing requirement, i.e., providing affordable duet units in a single family residential development, was approved for the Ponderosa Vinsanto II subdivision (at the Orchid Ranch site) and the Grove subdivision off Mines Road.

City Council authorization is required to allow the Applicant to provide anything other than on-site units as a means to satisfy the affordable housing obligation. Staff recommends the Planning Commission recommend the City Council authorize the Applicant to provide duet units as proposed by the applicant and to make an equivalent cash payment to satisfy a portion of the affordable housing obligation.

The details of the affordable housing provision will be subject to City Council approval of a Housing Agreement before adoption of the final map.

Vesting Tentative Tract Map 8094 – Subdivision 13-001

Consistent with the General Plan density allowing 1 to 1.5 dwelling units per acre, the Subdivision Map (Vesting Tentative Tract Map 8094) shows 38 lots for detached single-family homes and six lots for attached single-family homes, covering approximately 9.4 acres (29.5 percent of the total site). The average lot size is approximately 9,400 square feet, which is comparable to the Altamont Creek development to the east and slightly less than the Bluff's further to the north, off of Laughlin Road.

Grading: Project grading balances cut and fill on-site. The Project avoids grading the rock outcrop on the northwest corner and the tops of the on-site knolls, preserving their natural landform and shape to the maximum extent possible. The development plans do not indicate the colors and material for the retaining walls. Staff recommends the applicant install retaining walls that are clad in stone that matches the texture and color of the stones found at the rock outcrop and throughout the site.

> Recommended Condition: Applicant shall install retaining walls that are clad in stone that matches the texture and color of the stones found at the rock outcrop and throughout the site for review and approval by the Community Development Department.

Utilities and Infrastructure: Sanitary sewer and water utilities are stubbed to the west end of Bear Creek Drive and appropriately sized to accommodate development of the Project. Storm drain and public street infrastructure (street, curb, gutter, sidewalk) are also in place at the west end of Bear Creek Road and are available for connection to the Project.

Trails and Open Space: Informal paths from Bear Creek Drive, Knoll Court, the Zone 7 maintenance road on the Project's southern boundary, and the public trail on the south side of Altamont Creek traverse the Project site, the Garaventa Wetlands Preserve, and privately owned lands to the north. The Project preserves the on-site knolls, informal paths, and rock outcrop in the northwest corner of the site. All of these on-site features, which currently exist on private property, will be formally accessible to the public with development of the project.

The Project includes an emergency vehicle access (EVA), pedestrian, and bicycle-only bridge connection to Hawk Street. The Project will also provide a formal pedestrian/bicycle connection from the southeast corner of the site to the improved trail west of Black Oak Court. A connection at this location will enable residents in the new neighborhood to directly access the existing bridge over Altamont Creek located south of Black Oak Court. The City has a Recreational Use License Agreement with Zone 7 that covers Altamont Creek and the adjacent flood plain. The License Agreement enables the City to utilize the area for recreation and park purposes, including trails. The City, Park District, and the applicant will continue to coordinate design and location of fences, gates and trails with Zone 7. Final design is subject to coordination between the applicant, City, Park District, and Zone 7.

Recommended Condition: Design of the pedestrian/bicycle connection from the southeast corner of the site to the improved trail west of Black Oak Court is subject to review by the Community Development Department, in coordination with the Livermore Area Recreation and Park District and Zone 7, upon submittal for building permits from the Livermore Building Division.

Parking: Each home has a two- or three-car garage, which exceeds the Livermore Development Code requirement for two parking spaces per unit. On-street parking will also be available on both sides of the residential street where it does not interfere with vehicular site distance and turning movements for emergency vehicles.

Solid Waste Collection: Each lot will have sufficient space in side yards or the garage for waste bins (trash, recycling, and organics). There is sufficient room on the street frontages for placing the carts out for collection by Livermore Sanitation.

Livermore Area Recreation and Park District

Staff from the City and the Park District met on June 18, 2014, to discuss the District's comments and concerns regarding the Project's close proximity to the Garaventa Wetlands Preserve. Concerns include the potential impacts to hydrology and soil conditions within the Preserve, selecting appropriate transitional landscaping in the natural buffer between the Preserve and the Project, and controlling damage to habitat and wildlife from trespass and dogs off-leash.

The applicant and environmental consultant from LSA Associates met with Park District staff on February 12, 2015. The applicant, City and Park District staff met again on July 29, 2015. The purpose of the meetings was to fully understand the District's concerns and identify measures to address those concerns. The Park District reiterated concerns regarding potential impacts to the Preserve from suburban stormwater runoff, threats to burrowing owl habitat, controlling trespass, and long-term buffer area maintenance. The following revisions were made to the Project, prior to the August 8, 2015 Planning Commission meeting, to address the Park District's concerns, or are included in the Conditions of Approval, as necessary:

- Installation of subdrains along the perimeter of the project to intercept any subsurface runoff from irrigation, swimming pools and other suburban sources. Subdrains will convey any remaining runoff to the treatment basin. Overland flow during heavy rainfall will continue to flow from the natural areas toward the Preserve.

- Installation of exclusion fencing along the rear property lines of the new lots and perimeter fencing around the property boundary. Exclusion fencing shall include a solid barrier along the bottom to prevent amphibians (California tiger salamanders and California red-legged frogs) from dispersing into the development. Perimeter fencing will control access and reduce trespass onto the Garaventa Wetlands Preserve, Zone 7 flood protection areas, and sensitive wetlands to the north, while

maintaining existing wildlife movement. Exclusion and perimeter fencing design will be coordinated with the applicant, City, Park District, and Resource Agencies during the subsequent federal and State environmental permitting process.

> Recommended Condition: Perimeter fencing shall be designed to control access and reduce trespass onto the Garaventa Wetlands Preserve, Zone 7 flood protection areas, and sensitive wetlands to the north, while maintaining existing wildlife movement. Perimeter fencing shall extend from the side property lines of Lots 1, 10 and 11. Under-crossings for wildlife shall be considered. Final design of the perimeter fence is subject to Community Development Department approval after coordination between the applicant, City, Park District and appropriate Resource Agencies.
>
> Recommended Condition: Exclusion fencing along the rear lot lines of lots 1 – 25 shall include design features to exclude small amphibians (California tiger salamander and California red-legged frog) from the residential development. The base of the fence shall be placed on a minimum 12" tall concrete wall, to serve as a barrier, and the bottom of the fence should include a 12" solid board to further act as a barrier. Final design of the exclusion fence is subject to Community Development Department approval after coordination between the applicant, City, Park District and appropriate Resource Agencies.

- Installation of signs with content and locations coordinated with the applicant, City, Park District, and Resource Agencies to raise public awareness of private properties and sensitive resources within the Preserve and lands to the north.

  > Recommended Condition: Design and location of signs to raise public awareness of sensitive resources within the Preserve and lands to the north is subject to review and approval by the City of Livermore Community Development Department, after coordination with the Livermore Area Recreation and Park District, and applicable Resource Agencies, prior to submittal for building permits.

- Elimination of landscape planting in the natural buffers to return them to their pre-development condition and eliminate perching for diurnal raptor species that prey on burrowing owls and compete for burrowing owl prey.

  > Recommended Condition: The landscape plans shall not propose trees or plants within the fenced buffer zone between the back fences of the residential properties and the boundary of the preserve, to eliminate all perching and nesting opportunities along the project edges for Burrowing owl predators.

- The Park District is developing a Grasslands Management Plan to establish near- and long-term management practices for the Preserve. The applicant, City and

Park District staff will coordinate development of the management plan for the Project's buffer areas and knolls to be consistent with the Park District's Grassland Management Plan.

> Recommended Condition: Provide a Grasslands Management Plan for the Project's buffer areas and knolls. Coordinate development of the management plan with the City of Livermore and Livermore Area Recreation and Park District in order to synchronize management with the Garaventa Wetlands Preserve under the Park District's Grassland Management Plan.

The Park District has reiterated the need for the project to address the above, in comments provided to the City for the most recent iteration of the Project.

Site Plan Design Review

The Project is consistent with the City's Design Standard and Guidelines that promote appropriate site planning, high quality architecture, and landscape design that contribute positively to the neighborhood's residential character. The following discussion highlights some of the key Design Standards and Guidelines that apply to the Project.

Building Siting and Orientation: The Design Standards and Guidelines regarding building siting and orientation guide development toward responding to Livermore's environmental, geographic and topographic conditions and include the following guidelines:

1.1 Natural Site Features Guidelines

1.1.1 Residential layout should preserve existing natural site features such as topography, views and vegetation to enhance the character of the development. Public views of such features should be preserved and incorporated into development proposals.

1.2 Topography Guidelines

1.2.2 In hillside or sloping areas, street and building placement should follow contours rather than being placed at right angles to the prevailing slope.

1.2.3 On sloping sites, staggering placement of units along opposite sides of the street, rather than siting lots directly opposite one another, can provide better preservation of views.

The roadway and homes generally follow the site's 550 to 570 foot contours enabling the preservation of the on-site knolls and provision of deep, natural buffers along the south, west, and north edges of the Project. Preservation of the southeastern on-site knoll buffers the southeastern edge of the project in combination with the existing knoll and

open space preserved during development of the Altamont Creek subdivision to the east. The site plan staggers the homes along opposite sides of the street and will provide opportunities for better views from the Project's public streets.

Neighborhood Identity: The intent of the Neighborhood Identity guidelines is to ensure residential development reinforces a strong community-oriented identity:

2.1 Neighborhood Context

2.1.1 New residential development should provide variety in the City's residential development character than currently exists.

2.1.2 New development should not be so different in character that it is visually incompatible with existing development.

2.1.4 Building design should complement surrounding development.

The proposed project provides greater variety in the proposed housing stock than previous iterations, in terms of architecture, colors, and materials, The Project's design themes reflect modern interpretations of Spanish and Villa styles, which appropriately distinguish the new neighborhood from the Altamont Creek development's interpretation of Farmhouse, Cottage and Craftsman styles and provides variety to the City's residential development character. Complementary to neighboring residential development, the project also provides a Farmhouse elevation style and utilizes a variety of materials and design variations to promote a high-quality character and appearance. Project lot and home sizes are larger than those found in the Altamont Creek development to the east, but comparable to the Bluff's development to the northeast off of Laughlin Road.

Open Space: The intent of the Open Space guidelines is to ensure that community outdoor components of residential development are aesthetically pleasing and promote great outdoor activity:

3.1 General Open Space

3.1.1 Neighborhood open space should be located to maximize its visual and functional benefits.

3.1.2 Common open space areas should be sited to take advantage of any views out from the site and help preserve views to significant architectural and landscape features within the site.

The central location of the on-site knolls and the natural buffers around the edges of the Project maximizes visual and functional benefits to the new neighborhood and the public. The knolls will be publicly accessible and offer views of Brushy Peak and the ridgelines beyond.

Views and Visual Access: The intent is to ensure that views that are unique and specific to Livermore are preserved from the public areas of residential development.

4.1 Views

4.1.1 Views to the hillsides that surround the City are an important visual resource that should be incorporated into the design of a project.

4.1.2 Views from streets and public areas within the project should be considered a community resource and should be preserved and enhanced through sensitive site design.

4.1.3 Buildings and landscaping should not block public views.

4.1.4 Proper placement of structures can be used to focus and frame significant views and screen out elements that are visually less appealing.

4.1.6 Preserving views of surrounding open space and hillsides from open space areas within the project will expand the sense of openness, enhance the visual character of the space, and facilitate greater use of the open space.

Siting the homes along the curved roadway that follows the site contours and staggering placement so they are not directly opposite of each other maximizes public and private views out from the Project to Brushy Peak and open space to the north and west. The site plan also maintains portions of the views of the knolls from Altamont Creek Park by placing homes west of the Park boundary and avoiding the southeastern knoll.

All of the proposed houses are well under the 35-foot maximum height limit. Minimizing building heights facilitates views off-site from the project, and maximizes views of the on-site knolls from neighboring properties. The existing knolls on the Project site obstruct views of Brushy Peak from Altamont Creek Park and Altamont Creek Elementary School. The Project will not obstruct views of Brushy Peak and the distant hills to the north from the Garaventa Wetlands Preserve. Ridgelines adjacent to Frick Lake, approximately three-quarters of a mile east of the Project, will backdrop views of the Project from Vasco Road so that new homes will not silhouette against the sky.

In addition to controlling access and trespass, fences play a significant role in minimizing visual prominence from off-site perspectives. The Conditions of Approval require open view fencing with dark colored materials, to minimize visual prominence, for perimeter fencing and all fencing along rear property lines. Final design is subject to coordination between the applicant, City, Park District and appropriate Resource Agencies.

> Recommended Condition: Perimeter fencing and all fencing along rear property lines shall be open view fencing with dark colored materials, to minimize visual prominence. Chain link fencing shall be prohibited. Final design of the fences is

subject to Community Development Department approval after coordination between the applicant, City, Park District and appropriate Resource Agencies.

Staff is recommending additional conditions to enhance the streetscape and minimize the visual prominence of the development from off-site perspectives.

Recommended Condition: Interior residential fences shall match the redwood "good neighbor fence" shown on Sheet PD-5.

Recommended Condition: Shorten the length of the fences along the common area boundaries of Lots 1, 10, 11, 25, 26 (A & B), 34, 35 (A & B) and 41 so that they do not exceed more than 50 percent of the lot depth in order to enhance the streetscape and deemphasize the fence in these prominent locations.

Recommended Condition: Set all fences between the house and side property lines at least 10 feet back from the front wall of the house, not counting porches, in order to enhance the streetscape by revealing more of the homes and deemphasizing the presence of fencing.

Massing and Scale: Massing and scale guidelines promote residential development with a pedestrian scale:

1.1.1 Building massing should be varied by employing a variety of techniques, such as recessed porches, bay windows, dormers and varying planes or setbacks. As appropriate to the style of the house, the roof forms should be varied. Roof forms to be employed include: hipped roofs, gabled roofs, varying roof pitches, side-to-side gables, front-to-back gables or various combinations.

1.1.2 Façade components should correspond to the scale of the human form. This is accomplished by visually breaking up façades into smaller components with elements such as windows, wall insets, balconies, ledges and trim and by stepping back upper stories.

1.1.3 Façade components should be in proportion to related components, such as the proportion of a column to its base and the width of a column to its height.

General massing and scale of the homes reinforce a pedestrian level design through the provision of projecting and integral porches with decorative iron railings, garages on separate wall planes from porches and front wall planes of homes, and a variety of roof forms.

Architectural Style: Architectural style standard and guidelines ensure the residential design contributes to the overall character of Livermore.

2.1.1 Building design should not be limited to any particular style. However, it should generally be compatible with surrounding residential development. The

authentic implementation of appropriate established architectural styles is encouraged.

2.1.2 Functional design solutions should be employed that are compatible with the surrounding natural and built environments and that contribute to the character and quality of new residential development.

2.1.3 Building elevations should not be replicated across the street from each other or on adjacent parcels.

The Project features five floor plans in a modern Spanish, Villa, and Farmhouse architectural styles that are consistent with the City's Design Standards and Guidelines:

- Plan 1 – One story, detached, four bedroom/two and one-half baths, two-car garage, 2,390 square feet (not including garage square footage).
- Plan 2 – Two story, detached, four bedroom/three and one-half baths, two-car garage, 2,830 square feet (not including garage square footage).
- Plan 3 – Two story, detached, four bedrooms/three and one-half baths, library, two-car garage, 2,940 square feet (not including garage square footage).
- Plan 4 – Two-story, detached, four bedrooms/three and one-half baths, office, two-car garage, one-car compact garage, 3,150 square feet (not including garage square footage).
- Plan 5 – Unit A: Two-story, attached, four bedrooms/two and one-half baths, two-car garage, 1,692 square feet; Unit B: Two-story, attached, three bedrooms/two and one-half baths, two-car garage, 1,379 square feet (not including garage square footage).

Plans 1 through 4 have three variations in architectural style (Spanish, Villa, and Farmhouse), while Plan 5 has two (Spanish and Farmhouse). Additionally, each architectural style is supported by three optional color/material schemes. The variety of floor plans, architectural style variations, and color schemes contributes visual interest to the streetscape and facilitates the placement of different floor plans across the street from each other. Large projecting porches and porches integral to the same massing and roof form as the main structure provide usable outdoor space, activate the streetscape, and enhance the pedestrian scale of each home.

Architectural design is also consistent with the Design Standard and Guidelines for façades, windows and doors, porches, materials, colors, and roof design:

- Façades include entries and porches that relate to the human scale.
- Windows and doors employ design details that are appropriate to the architectural style and add relief to the wall surface.
- Porches provide functional outdoor space and provide a transition between the street and residence.
- Elevations include natural stone finishes appropriate to the architectural style and design.

- Colors are earth tone and compatible with the natural setting. (Color and material boards will be available at the public meeting.)
- Roof form, color and texture are integral parts of the home designs and compatible with the natural setting.

The three (3) duet buildings are evenly dispersed throughout the development, and the project's corner lot locations are utilized to allow the duet units' front doors and garage doors to be located on separate frontages. This helps convey the appearance of single detached units for each of the duet buildings. Also, the use of the same roof and exterior wall materials for each duet unit contributes to the appearance of a single detached unit. The design of the duet buildings has achieved design parity with the detached units, including achieving comparable massing to the two-story detached units.

Landscape Design: The Design Standards and Guidelines require development plans to contribute positively to the character of residential neighborhoods.

1.1 Function

1.1.1 Landscaping should be an integral part of the overall site design, rather than camouflage unused or unusable spaces or poor architectural design.

1.1.2 Landscape improvements should be utilized to better integrate a development with its setting.

The landscape plans show a small orchard grid of Swan Hill olive trees that signal the entry into the development followed by informal clusters of oak trees (Valley oak and Southern live oak) along the base of the knolls. Street trees are London Planes that distinguish arrival into the developed portion of the neighborhood. Crape Myrtle's accent trail and sidewalk entries and crossings. The landscape plan demonstrates an orderly design that integrates with the overall development, consistent with the Design Standards and Guidelines.

1.2 Existing Landscape Elements

1.2.1 Where feasible, significant existing landscape elements should be preserved and incorporated into development and landscape plans.

1.2.2 Elements such as mature trees, tree groupings, arroyos and rock outcroppings should be considered in the design of the project.

The proposal preserves the rock outcropping in the northwest corner that will be publicly accessible. Stone seats and benches at the rock outcropping will provide a respite opportunity to trail users and residents. In response to the Park District's concerns with providing trees in the natural buffers that could provide perching and nesting for raptors that prey on Burrowing owls, the landscape plans shall not include trees in these areas.

Recommended Condition: The landscape plans shall not propose trees or plants within the fenced buffer zone between the back fences of the residential properties and the boundary of the preserve, to eliminate all perching and nesting opportunities along the project edges for Burrowing Owl predators.

Staff is recommending the applicant provide native shrubs in the northeast portion of the buffer along the rear property lines of Lots 19, 20 and 21 in order to soften the visual appearance of the retaining walls.

Recommended Condition: Provide native shrubs in the northeast portion of the buffer along the rear property lines of Lots 19, 20 and 21 in order to soften the visual prominence of the retaining walls.

1.3 Plant Species

1.3.1 Employ a well-coordinated palette of plant species.

1.3.2 Native plant materials and other plant species that are well adapted to local climatic conditions are preferable.

Preliminary calculations provided in the landscape plans show the project will comply with the City's Water Efficient Landscape Ordinance. Prototypical front yard landscaping shown on Sheets PD-9.1 and PD-9.2 minimizes turf, and includes native species that are well adapted for low water use.

1.4 Plant Size and Scale

1.4.1 Larger, more mature plant materials shall be used as much as possible to ensure that some immediate effect on the project's appearance will be attained within two years of planting:

Street trees and front yard trees are 24-inch box, while shrubs range in size from one to 15 gallon with spacing for successful establishment. The prototypical front yard landscaping arranges plant species and sizes in a hierarchy that appropriately accents the homes and functional entry paths leading from the sidewalks to the front entries.

ENVIRONMENTAL DETERMINATION

California Environmental Quality Act (CEQA)

The California Environmental Quality Act and the Guidelines promulgated thereunder (together "CEQA") require an Environmental Impact Report (EIR) to be prepared for any project which may have a significant impact on the environment. An EIR is an informational document, the purposes of which, according to CEQA are "to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant

effects of such a project might be minimized; and to indicate alternatives to such a project." The information contained in the project EIR is intended to be objective and impartial, and to enable the reader to arrive at an independent judgment regarding the significance of the impacts resulting from the proposed project.

A 2018 Re-Issued Final Environmental Impact Report, together with the Draft EIR published in November 2012 and the Final EIR published in June 2014 (State Clearinghouse Number 2011112045), will be considered for compliance with the provisions of CEQA.

The 2012 Draft EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1 to 1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with Alternative B.

The Draft EIR identifies the No Project, No Development Alternative as the environmentally superior alternative since it proposes no changes to the site. However, this alternative would not advance any project objectives, including the contribution of homes to accommodate Livermore's growing population and regional housing needs, and to provide housing near Tri-Valley employment centers within the existing City Boundary and North Livermore Urban Growth Boundary. The Reduced Density, Current General Plan Allowance Alternative is the next most environmentally superior alternative and would meet all of the Project Objectives.

The 2018 Re-Issued Final EIR contains an assessment of the 2018 Revised Project in Chapter 26. The responses to comments were reassessed in light of the 2018 Revised Project and revisions to the responses are provided as appropriate in Chapter 27. None of the revisions or other information contained in this Re-Issued Final EIR would be considered "significant new information" under section 15088.5 of the CEQA Guidelines and therefore no recirculation of the Draft EIR is required.

The 2018 Re-Issued Final Environmental Impact Report, together with the Draft EIR published in November 2012, and the Final EIR published in June 2014 shall constitute the Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act (CEQA). The EIR includes a list of mitigation measures that would reduce certain environmental impacts to a less-than-significant level. A Mitigation Monitoring and Reporting Program has been prepared, which lists each mitigation measure, the method of verification, the timing of verification, and the agency responsible for verifying the implementation of the mitigation measure. Staff recommends including the implementation of the mitigation measures as a condition of approval for the Subdivision and Site Plan Design Review applications.

Recommended Condition: The project shall be subject to the Mitigation Monitoring and Reporting Program of the Environmental Impact Report.

With the implementation of the mitigation measures as a condition of approval, the project will not have a significant impact on the environment.

Public Comments

On August 23, 2018, Staff held a community meeting for the public to learn about the site's land use regulations and the proposed development, ask questions, and provide feedback. The list below summarizes the most frequently raised concerns expressed at the meeting and in emails to City staff:

1. Biological Resources

Comments: Concerns include the elimination of habitat for sensitive animal and plant species.

Response: The Draft EIR acknowledges the permanent loss of up to 31.7 acres of non-native annual grassland that has the potential to support several special status animal species including; California tiger salamander, California red-legged frog, vernal pool fairy shrimp, San Joaquin kit fox, western spadefoot toad, California burrowing owl, and American badger. Any disturbance of federal and State protected animal and plant species requires environmental permits from federal and State resource agencies, including the U.S. Fish & Wildlife Service and California Department of Fish & Wildlife. Typically, environmental permits from these Resource Agencies require habitat loss compensation in the form of habitat acquisition at 3:1 ratios (acres preserved: acres disturbed)

Proposed environmental mitigation for the Project is to place an 85-acre property in the Springtown Alkali Sink, also owned by the Garaventa family, under a permanent conservation easement with an endowment for restoration and management in perpetuity. The property is referenced in a letter of support for the project, submitted by the property owners on September 13, 2018 (Attachment 8). The 85-acre property has sensitive soils, special status animal and plant species, vernal pools, and a segment of Altamont Creek. The environmental mitigation will be coordinated with the Resource Agencies during subsequent environmental permitting.

The site is within the area covered by the East Alameda County Conservation Strategy (Conservation Strategy), a guidance document for regional conservation, and environmental permitting for private and public development projects. The Re-Issued Final EIR includes mitigation measures that require the applicant to acquire offsite compensatory habitat consistent with compensation ratios under the Conservation Strategy. Additional mitigation measures include pre-construction

surveys to ensure species are absent from the site before construction begins, and protection measures to be taken during construction to ensure species do not migrate onto the site.

2. Visual Prominence and Views

Comments: Concerns are primarily with the Project's visual prominence from existing residences in the neighborhoods to the south, east and northeast.

Response: One of Livermore's most distinctive features are the hills and ridgelines that surround the City, most of which lie outside the City limits. Significant ridgelines located north of the I-580 corridor include Brushy Peak to the northeast, as well as the Altamont Hills east of Vasco and Greenville Roads. Other open space to the north consists of more moderate topography, with rolling hills and rangelands. Livermore's built environment, and its planning policies, are designed to preserve views to these hills from public vantage points.

The General Plan Community Character Element includes Goals, Objectives and Policies to preserve views of Livermore's surrounding hillsides and ridgelines, particularly from I-580. The Project does not substantially alter views of identified scenic resources from identified vistas and would not substantially change views toward these scenic resources from nearby public areas.

Parks are considered public locations from which views are important. The existing views from Altamont Creek Park are currently obstructed by the Project site and do not include views toward Brushy Peak and the ridgelines beyond. The Project maintains portions of the views of the on-site knolls from Altamont Creek Park by placing homes over 500 feet west of the Project entry and avoiding the southeastern knoll.

The Applicant has provided visual simulations (contained in development plans) that show the project in context from several vantage points:

- Altamont Creek Park, looking north,
- Existing terminus of Bear Creek Drive, looking northwest,
- North of Knoll Court, looking west,
- Vasco Road, looking east,
- Existing terminus of Hawk Street, looking northeast.

The visibility of a project from private properties is not intrinsically a significant environmental impact. Further, private views are not considered protected under CEQA nor would changes to these be considered an impact to the environment. As demonstrated in the Re-Issued Final EIR, the Project was found not to significantly alter views of identified scenic resources from identified scenic vistas. The Project is consistent with the character of adjacent residential neighborhoods

to the south and east and therefore has only less than significant environmental impacts related to views.

Additional public comments were received by the Planning Division on November 28, 2018 (Attachment 10).

SUMMARY

The proposal is consistent with the General Plan and Zoning, comparable in development pattern to surrounding neighborhood, including the Altamont Creek and Bluff's developments to the east and northeast, and provides public access to the on-site knolls and rock outcrop that currently are privately owned.

The 2018 Re-Issued Final EIR indicates that the site could be developed without significant impacts to the environment and can support this infill development at a density envisioned under the current 2003 General Plan Urban Low Residential designation, at 1 to 1.5 dwelling units per acre.

All of the required findings for approving the Tentative Tract Map and Site Plan Design Review can be made (see the attached Resolution, Attachment 1). Therefore, staff recommends approval of the project, subject to the attached Conditions of Approval.

RECOMMENDATION

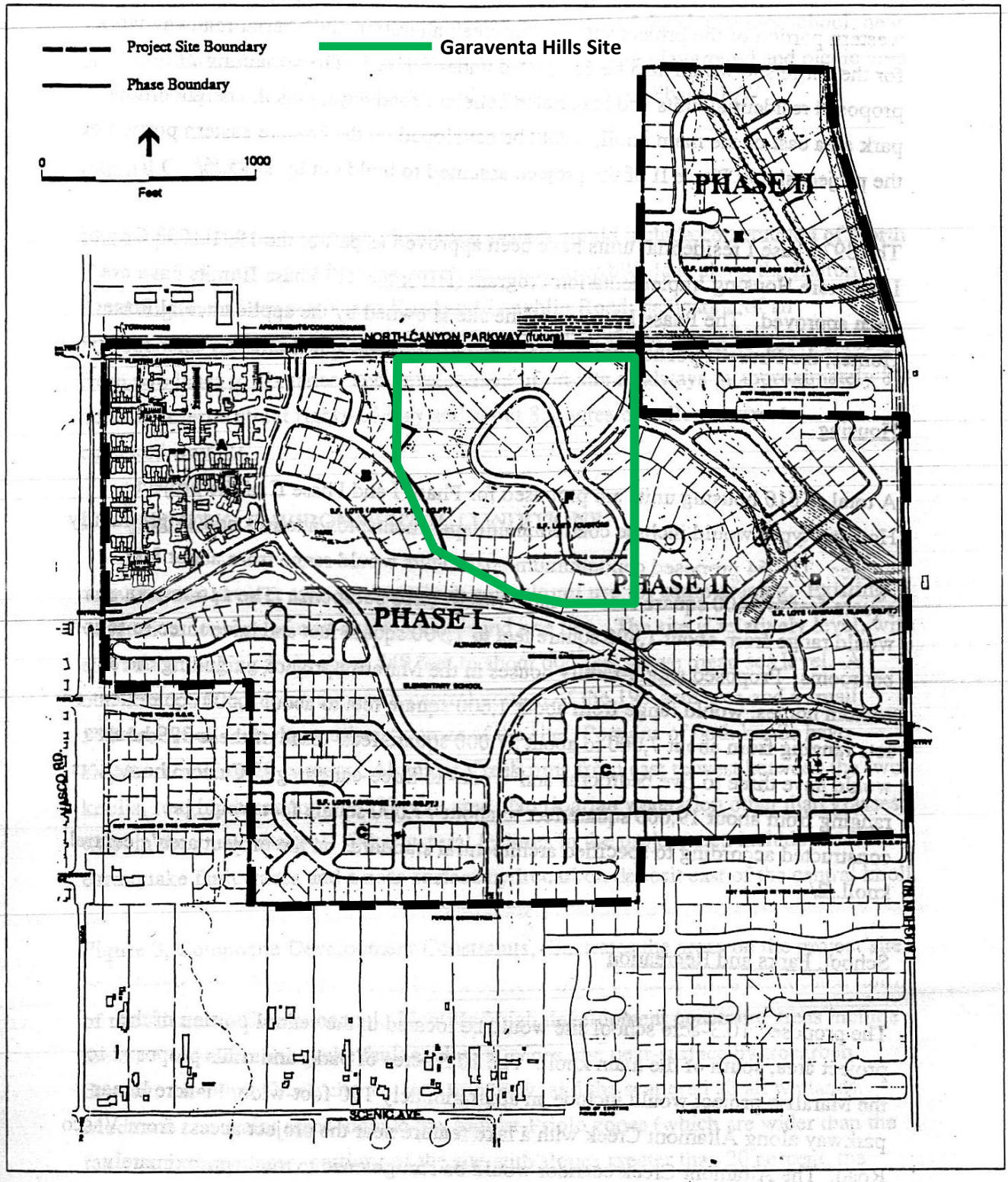
Staff recommends the Planning Commission adopt the attached Resolution recommending the City Council:

1. certify the Environmental Impact Report and, after approval of the application, instruct staff to file the Notice of Determination with the Alameda County Clerk;
2. approve Subdivision 13-001 (Tentative Tract Map 8094), subject to the attached Conditions of Approval;
3. approve Site Plan Design Review 13-005, subject to the attached Conditions of Approval; and
4. authorize the Applicant to provide six duet units as proposed and to make a cash payment equivalent to 3.15 affordable units to satisfy the affordable housing obligation.

ATTACHMENTS

1. Resolution of Approval
2. Conditions of Approval
3. Development Plans
4. 1990 Maralisa Project Development Plan
5. 2000 Maralisa Summit Development Plan
6. Similar Development Patterns in Northeast Livermore
7. Proposed Mitigation Parcel

8. Letter from Property Owners
9. City Council Resolution No. 2015-127
10. Public Comments
11. Colors and materials boards will be available at the hearing.



SOURCE: Hal Porter Homes

Maralisa / 90374B ■

Figure 2
Project Site Plan

PROJECT SUMMARY

Maralisa Summit consists of 45 single family detached homes on approximately 31.67 acres east of Vasco Road and midway north of Altamont Creek. Lot sizes range from 15,000 s.f. min. to over 30,000 s.f.

The proposed project contains the following housing and land uses:

SINGLE FAMILY HOMES

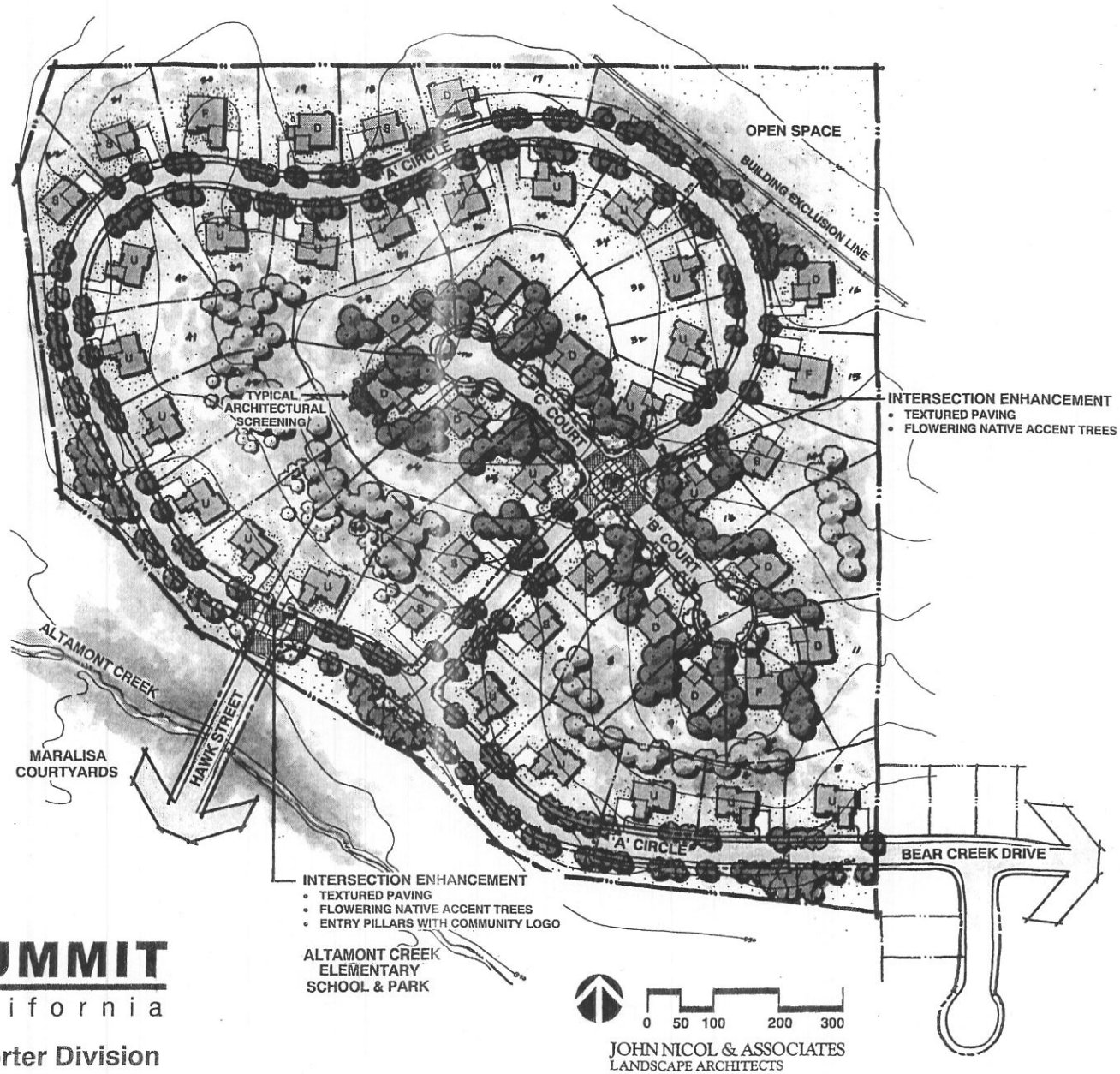
PLAN TYPE	PLAN DESCRIPTION	No. Units
U	Uphill Unit	22
D	Downhill Unit	11
S	Side Slope Unit	8
F	Flat Unit	4
	TOTAL	45

PRELIMINARY PLANT LIST

	Botanical Name	Common Name	Size
A	**TREES**		
	LARGE CANOPY STREET TREES		
	Platanus racemosa	California Sycamore	15 gal.
	Pistacia chinensis	Chinese Pistache	24" box
	NATIVE ACCENT TREES		
	Cercis occidentalis	Western Redbud	15 gal.
	Chitalpa tashkentensis	Chitalpa	24" box
	NATIVE TREE CLUSTERS ON SLOPES		
	Acer negundo	Box Elder	15 gal.
	Aesculus californica	California Buckeye	15 gal.
	Quercus agrifolia	Coast Live Oak	15 gal./24" box
	EVERGREEN CANOPY SCREEN TREES		
	Arbutus 'Marina'	Marina Madrone	15 gal.
	Arbutus unedo	Strawberry Tree	24" box
	Ceratonia siliqua	Carob	24" box
	Laurus nobilis	Grecian Laurel	24" box
	Quercus agrifolia	Coast Live Oak	15 gal./24" box
	Umbellularia californica	California Bay	15 gal.
B	**SHRUBS**		
	LARGE SHRUBS		
	Arctostaphylos 'Howard McMinn'	Manzanita	5 gal.
	Ceanothus 'Concha'	Wild Lilac	5 gal.
	Garrya elliptica	Coast Silktassel	5 gal.
	Heteromeles arbutifolia	Toyon	5 gal.
	Prunus ilicifolia	Hollyleaf Cherry	5 gal.
	Rhus ovata	Sugar Bush	5 gal.
	MEDIUM SHRUBS		
	Ceanothus 'Joyce Coulter'	Wild Lilac	5 gal.
	Cistus purpureus	Orchid Rockrose	5 gal.
	Rhamnus californica	Coffee Berry	5 gal.
	Salvia leucantha	Mexican Sage	1 gal.
	LOW SHRUBS		
	Erigeron karvinskianus	Mexican Daisy	1 gal. @ 2' o.c.
	Hemerocallis Evergreen Hybrid	Evergreen Daylily	1 gal.
	Penstemon 'Appto Blossom'	Garden Penstemon	1 gal.
	Ribes viburnifolium	Evergreen Currant	5 gal.
	Tulbaghia violacea	Society Garlic	1 gal.
C	**GROUNDCOVER**		
	Arctostaphylos 'Emerald Carpet'	Creeping Manzanita	1 gal. @ 3' o.c.
	Cistus salvifolius	Sageleaf Rockrose	1 gal. @ 4' o.c.
	Coprosma 'Verde Vista'	Coprosma	1 gal. @ 4' o.c.
	Cotoneaster 'Lowfast'	Cotoneaster	1 gal. @ 4' o.c.
	Salvia sonomensis 'Dara's Choice'	Creeping Sage	1 gal. @ 3' o.c.

IRRIGATION CONCEPT STATEMENT

All landscaping shall adhere to the City of Livermore's water ordinance standards. The landscape areas shall be irrigated with a fully automated system utilizing drip technology for shrub and groundcover areas and low precipitation spray heads for turf areas. An approved backflow device will be installed per City requirements.



JOHN NICOL & ASSOCIATES
LANDSCAPE ARCHITECTS

SITE PLAN

MARALISA SUMMIT

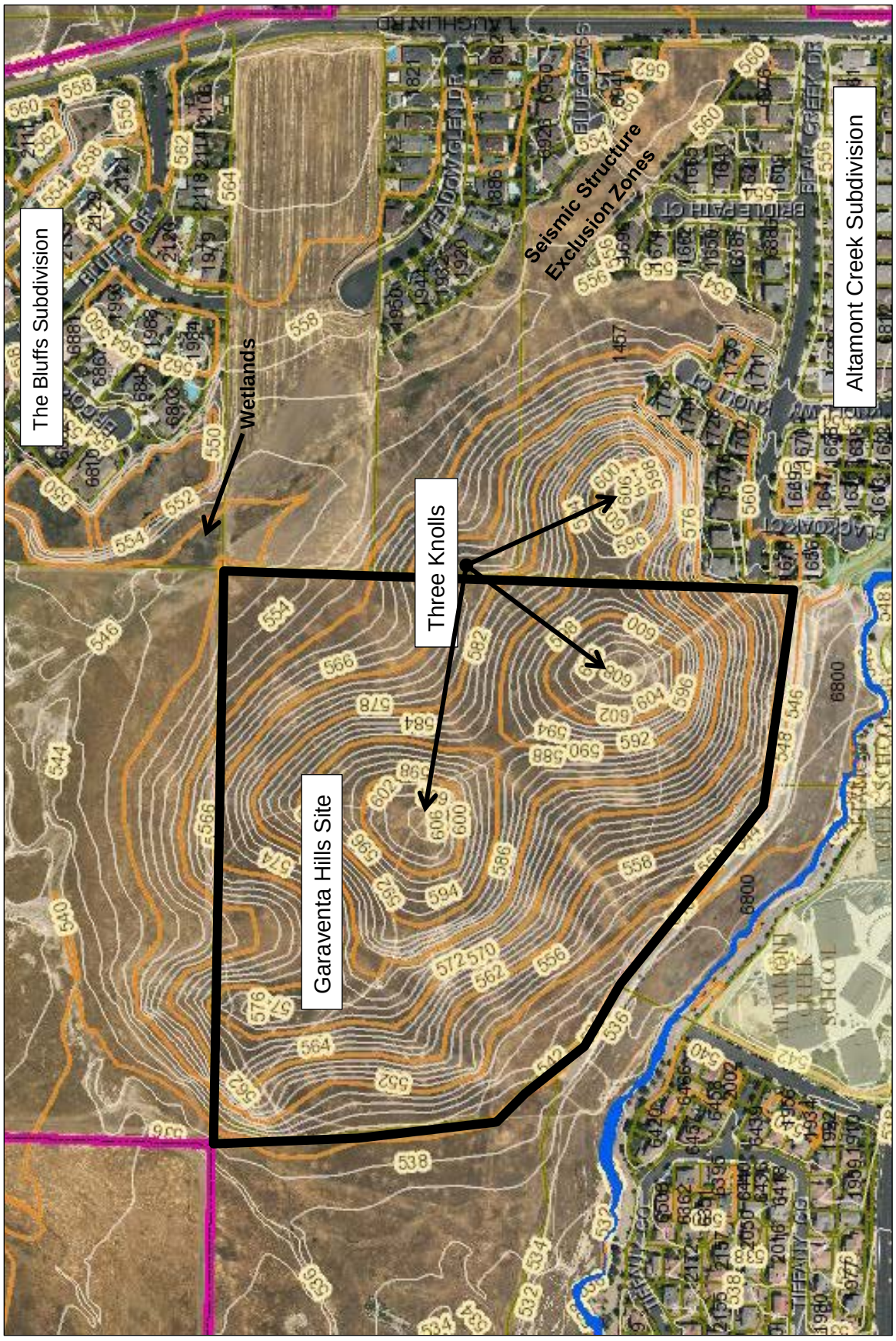
Livermore California

Western Pacific Housing – Porter Division

SEP 3 1999

ATTACHMENT 3

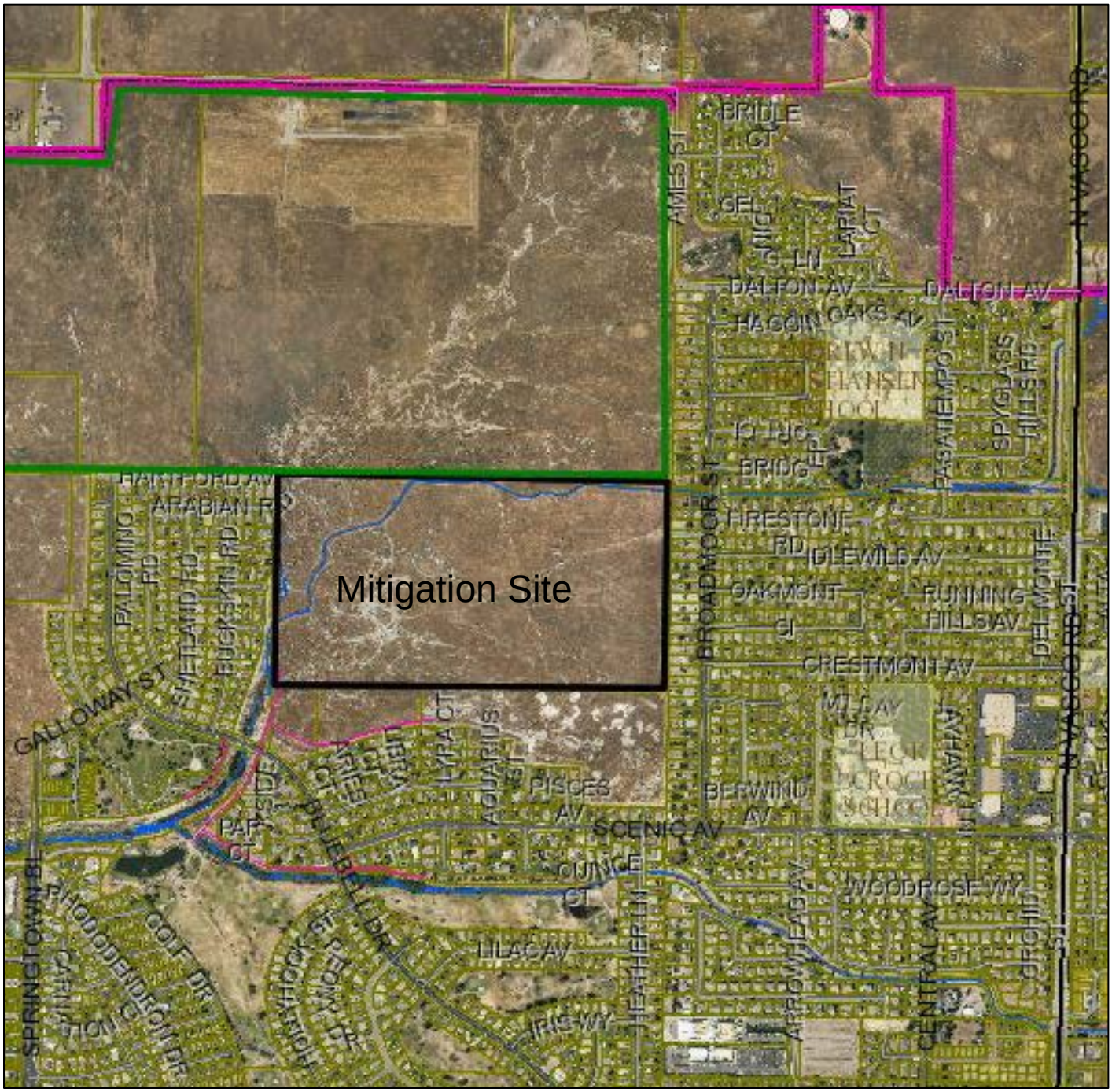
ATTACHMENT 408



Similar Development Patterns – The Bluff's and Altamont Creek Subdivisions



Similar Development Patterns – The Saddleback Subdivision



85- Acre Mitigation Parcel

Comments received prior to the meeting tonight:

Michelle Mitchell - We would like the Planning Commission to consider the following in regards to the proposed Garaventa Hill subdivision:

The City changed the zoning for Lassen Road Townhome Project (LRTP) (GPA 18-003, Resolution No. 19-20). We would like to ask that the City utilize this same method to rezone the Garaventa Hill Project site from housing to open space. Cost has been brought up as an issue. Why did the City decide the cost was not an issue for the LRTP project?

The current EIR is over 10 years old. A new, not recycled EIR is needed

What is the affect of building a large subdivision so close to the Garaventa Wetlands?

How will these homeowners qualify for fire insurance? Many of the homeowners in the area have been dropped, or rates increased, due to the proximity of open space and escape routes.

City owned property behind the homes on Bear Creek and Knoll Ct was meant as a buffer/open space, not public trails. This will drastically infringe on the privacy of many of the neighborhood homes.

If the ultimate outcome is to proceed with the Project, th following needs to be considered:

Due to fire hazard and current open space, limit trees and vegetation to natives

Speed bumps on and additional stop signs on Bear Creek

Re-visit Hawk Road or road from Vasco as entrance

John Lindquist - Please accept this email as having been submitted in a timely fashion as instructed before 12PM today, November 12, 2024.

The comments here are in the form of objections, not just as points made for the consideration of the Planning Commission, but also intended to preserve rights to challenge in court the official acts of the commission, Livermore City Council, and other governmental bodies, as well as the Project owners/developers and their assignees/successors

With regards to all of the several EIRs listed on the Public Notice postmarked October 31, 2024, and under consideration:

- that none of the traffic impact studies accurately analyzed the impact of road noise in the Project Area that includes existing residents of Bear Creek Drive, nor accurately predicted total number of daily trips, or analyzed the increased potential for vehicle/vehicle, vehicle/animal or vehicle/pedestrian collisions/accidents.

  -that none of the EIRs accurately captured the extent of earthworks and on and off-site dirt relocation and removal, including but not limited to, the assessment of the potential for the introduction of soil pathogens such as spores, fungi, bacteria and virii, onto and around the

Project Area, that may affect the health and safety of residents in the path of aerosols, that may cause diseases that affect humans or domestic animals. The Project area had several soil cores performed for Geological assay but was never tested for the presence of these pathogens at the depth below grade of the proposed earthworks.

-That none of the EIRs accounted for the existence of the attractive nuisance of the current informal and unauthorized public access "trails" on the Project Site at the terminus of Bear Creek Drive, and westerly of the terminus, including but not limited to noise, pollution, litter, vandalism, loitering, drug and alcohol use, illegal use of fireworks, motor vehicles, and open flame in grassland areas, invasion of privacy, disturbance of the peace, unauthorized or unlawful flight and other violations of the Livermore Municipal Code. For example, the Project proposes to formalize and "improve" these current "trails" , and neither past, current, nor future impacts have been considered or analyzed. This increased/improved/formalized trail access is reasonably likely to affects the backing/adjacent properties located at the terminus of Bear Creek Drive and Black Oak Court, but also any non-adjacent properties located on Knoll Court, Knoll Way, and Edgewater Lane, that are located near or adjacent to existing "trails" and pedestrian walkways that will connect to the Project.

The EIRs did not attempt to identify or analyze these impacts or conduct any review of pertinent available records and data maintained by the City of Livermore and other agencies such as calls for service or dispatches made to or around the Project Area associated with these nuisance activities. We believe that mitigation measures such as relocating these elements so that nuisance activities are moved away from existing residences, could be effective.

- The Project Area will also receive some of the same benefits (such as viewscape, maintenance of, and access to public open space and improvements adjacent to, connected to, or containing existing Landscape and Lighting Maintenance Districts) as well as impose new costs and uses on these common areas, yet there has been no study or, acknowledgement or, or plan to avoid or mitigate these impacts in order to avoid unfair imposition of additional costs, which are already a significant financial burden on a per-parcel basis (LL-811 is paying $635.20 in the 2024-2025 period) - There are at least two tracts similarly situated (Altamont I and Altamont II) comprising at least 123 parcels. The failure to even consider this issue implicates numerous fiduciary duties such as the simple concept of tax fairness, but also adequate planning and full consideration for the impact of new development on existing residents and municipal finances.

Garaventa Hill Planning Commission Special Hearing

Tuesday, November 12, 2024

There are significant new impacts on environment, climate change and California Wildfires as well as current species presence, prevalence and impacts.

Since the EIR of 2014, we have experienced significant hydrological changes. The EIR does not adequately evaluate those changes.

Any impact to the top of the hill will in fact affect the mineral composition in the downward hydrology into the protected wetlands, alkali sink and Altamont Creek. This alone should retrigger an EIR. Reminder, the City has a legal obligation to protect the Wetlands and to limit any effects that would alter those protected systems.

The California Wildfires from 2020 has now deemed the entire area a wildfire zone and all insurance companies are classifying it as such. Your old EIR does not address these risks and considerations.

The presence of significant oil in the area is not addressed in your old EIR and this alone should retrigger the EIR process. On October 16th and October 22, 2024 significant oil seepage clean out on Edgewater, on the dirt path and from the manhole below street level next to the Altamont Creek. This is located downhill from Bear Creek and the Garaventa Hill. There were five tanker trucks filled between the two full days of clean up. That is significant oil. I was told by a City employee that did a video interview with me, that the oil is seeping downhill into the area from Bear Creek. The house at the end of Bear Creek had oil seepage in his yard. Additionally, the smell of oil/tar is prevalent in the area all the time by the residents. I have a photo of oil seepage in the Altamont Creek from March of 2023. This alone should retrigger the EIR process.

The houses were built on Bear Creek, Knoll Way, Edgewater in 1999. These seepages and oil leaks were significant and happened at least twice which required significant cleanup. After an oil derrick was installed. If oil wasn't a concern, why would an oil derrick be installed. Following the oil derrick installation, it was removed around 2010, and an underground oil separation and filter system was installed on Edgewater, on the dirt path in the common area and under a manhole in the low-dirt area next to Altamont Creek.

This is highly concerning. There is seepage coming from uphill from Bear Creek and the Garaventa Hill that the City appears to be hiding. The City is responsible as is this Commission, our City Staff and our City Council for the health and safety of its residents, the environment, the safety of the Endangered and Special Status Species prevalent in the area, on and around the Garaventa Hill, the

Garaventa Wetlands and Altamont Creek; including what is leaching into the Garaventa Wetlands and downstream into the Springtown Wetland Preserve. This alone should make you take pause in these considerations. This should retrigger a retriggering of a proper EIR.

Expert reports are being processed at this time and I request this project process be halted until those reports can be submitted for proper re-evaluation and consideration. Additionally I would like the City to provide the funding to cover the cost of these expert reports.

The Hill and all its uniqueness, its rare biodiversity and species habitats rare to Livermore dictates appreciation and conservation.

Thank You.

Bianca Covarelli

Save the Hill

From: Planning Web Email
To: Michele Donley
Subject: FW: Planning Commission hearing 11/12/2024
Date: Tuesday, November 12, 2024 5:53:16 PM

From: BERNARD CABANNE [redacted]
Subject: Fwd: Planning Commission hearing 11/12/2024

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

11/12/2024

Dear Planning Commissioners:

Please postpone the recommendation/resolution to the City Council for certification of the Court ordered Recirculated Environmental Impact Report for the following reasons:

1. The Final DEIR and/or the Reissued Final DEIR **still** do not adequately address the areas of air quality, hydrology(flooding), and biological resources. There is substantial new information in these areas that the decision-makers -- the Planning Commission, the City Council--- and the public did not have access to. Therefore; we cannot participate in the process and/or make an informed decision in a meaningful manner as required by CEQA and state statues.

2. The minor revisions to biological resources mitigation suggested by Swaim Biological Inc, (SBI) (Exhibit A) ---are **not** sufficient to offer adequate protection for the Western Burrowing Owl, the Western spadefoot and the Western pond turtle. The Western Burrowing Owl is a candidate for the Endangered Species List and is afforded the same protection as a listed species. In view of this recent finding, the Court ordered no Project Alternative needs to be **further analyzed**. Deciding in advance, that minor revisions to biological resources mitigation are sufficient--- is **not** advisable. Furthermore, the suggested offsite compensatory habitat does nothing for the endangered species and special status species at the site.
Was the USFWS and CDFW given an opportunity to comment on the minor revisions

offered by SBI ? If not, why not?

3. I urge you to modify the recommendation to the City Council allowing the applicant to make a cash payment equivalent to 3.15 affordable units to comply with the affordable housing obligation for the Garaventa Hills Project. Instead, the developer should provide more affordable units **within the reduced 47** units.

Please address the above issues and other comments by residents and environmental groups **before** approving any recommendations to the City Council. Please include comments in the official record.

Sincerely.
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of the Sierra Club.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM 5.02

DATE: April 22, 2019

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Hearing to consider a request for the development of 44 residential units on a vacant 32-acre parcel (Garaventa Hills)

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution certifying the Environmental Impact Report and, after approval of the application, instructing staff to file the Notice of Determination with the Alameda County Clerk;

2. Adopt a resolution approving Vesting Tentative Tract Map 8094 (Subdivision 13-001) and Site Plan Design Review (SPDR) 13-005, authorizing the allocation of 44 Housing Implementation Program (HIP) units for the project, and authorizing the applicant to provide six duet units as proposed and to make a cash payment equivalent to 3.15 affordable units to satisfy the affordable housing obligation.

SUMMARY

Lafferty Communities is proposing a residential development on a vacant, approximately 32-acre site. The proposal is to subdivide the site into 47 individual parcels, including 38 detached single-family residential lots, six attached single-family residential lots, and three homeowners association (HOA) parcels that include an open space buffer around the perimeter of the site, a storm water detention basin, two open space knolls, public trails, and a privately owned street.

The City Council reviewed an earlier version of the proposal on September 14, 2015, and adopted Resolution 2015-127 (Attachment 11) recommending the applicant return to the Planning Commission with a revised project that is physically and aesthetically more subordinate to the natural landforms/knolls and reduces overall grading, and provides a secondary emergency vehicle and pedestrian access.

The table below includes the City Council's specific direction and the applicant's response.

City Council Directive	Project Modification
Reduce the number of units	Reduction in the number of units from 47 to 44 (including six affordable duet units) and overall structures from 47 to 41
Reduce the size of the units	Reduction in size of units from 2,530 - 3,530 square feet to 2,390 - 3,150 square feet (Note: All figures exclude garage)
Reduce the heights of the units	Building pad elevations have been lowered and roof forms have been altered to reduce the heights of the units
Narrow street widths	Street widths have been narrowed throughout the project by making the project road private instead of public
Reduce wall heights	Retaining wall heights have been lowered throughout the project by reducing grading by 46,000 cubic yards (from 161,200 to 115,220 cubic yards of cut)
Provide high quality visual simulations/videos that accurately represent the Project in context with the natural environment and neighborhood	The Applicant has provided new or revised visual simulations, in either panoramic or 50 mm lens format that mimics human sight, that show the project in context from several vantage points

The Final Environmental Impact Report indicates that the site can be developed without significant impacts to the environment and support this infill development at a density consistent with the current 2003 General Plan Urban Low Residential land use designation, at 1 to 1.5 dwelling units per acre. The project as conditioned also conforms to all applicable zoning and development standards. The Project is comparable in development pattern to the Altamont Creek and Bluff's developments to the east and northeast (Attachment 6), and provides public access to the on-site knolls and rock outcrop that currently are privately owned. Since the project no longer requires modification of any of the applicable development standards, the City Council will be acting in its adjudicatory role to apply the City's existing development standards to the project. If the project is consistent with those standards, the Council is required to approve the project.

DISCUSSION

Background

This project site has an extensive land use history and is the last remaining developable parcel under the Maralisa development. On July 27, 2011, the applicant submitted a development application for 76 homes on the site. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2-3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development. The proposal included a second access via an extension of Hawk Street and a new, two-way vehicular and pedestrian bridge across Altamont Creek.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft Environmental Impact Report (Draft EIR). Several public comments included concern with increased cut-through traffic on Hawk Street and

potential conflicts with students during drop-off and pick-up times at Altamont Creek Elementary School. In response to direction from City staff and comments received during the December 4, 2012, Planning Commission hearing, the applicant made the changes listed below before the Planning Commission's formal consideration of the Project:

- Reduction in the number of units from 76 to 47,
- Elimination of the Hawk Street extension and bridge over Altamont Creek,
- Preservation of the rock outcrop in the northwest corner of the site, and
- Provision of an additional 1-story floor plan and a 1½-story floor plan.

On July 1, 2014, the Planning Commission recommended the City Council deny the Project. Generally, the Commission's recommendation was due to the Project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District (Park District) regarding compatibility with the adjacent Garaventa Preserve. The applicant chose not to pursue a decision from the City Council. Instead, they chose to make more changes to the project and return to the Planning Commission.

On August 18, 2015, the project returned to the Planning Commission. The Commission voted unanimously to recommend the City Council approve the project that included the following revisions:

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading,
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition,
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve.
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park, and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

The project continued to exclude extending Hawk Street and did not include a new bridge over Altamont Creek. The Planning Commission commended the applicant for revising the development plans to address concerns from the Commission, community, and Park District. They also commended the Save Our Hill Group for their efforts that led to preserving the on-site knolls and rock outcrop and opened these features formally for use by the public.

On September 14, 2015, the City Council considered the Project and adopted Resolution 2015-127 recommending the applicant return to the Planning Commission with a project that is physically and aesthetically more subordinate to the natural landforms/knolls and reduces overall grading, and provides a secondary emergency vehicle and pedestrian access.

On August 23, 2018, the City held a neighborhood meeting to present the latest changes to the Project and answer questions.

On December 4, 2018, the Planning Commission considered the current proposal and voted unanimously to recommend the City Council approve the project. See the Planning Commission section of this report for additional details. The Planning Commission staff report includes an extensive discussion of the site's history and a detailed analysis of the Project (Attachment 9). The current proposal responds to all of the recommendations from the Planning Commission and staff.

Current Proposal

The applicant has made the following significant changes to reduce overall grading and prepare a project that is physically and aesthetically more subordinate to the natural landforms, and provides a secondary emergency vehicle and pedestrian access:

- Reduced the number of units from 47 to 44 (including six affordable duet units),
- Reduced the average size of the units,
- Lowered the building pad elevations,
- Altered the roof forms to provide view corridors,
- Complied with the standards of the underlying zoning district (Planned Unit Development 115),
- Narrowed the road widths,
- Reduced the height of retaining walls,
- Provided an emergency vehicle access (EVA), pedestrian, and bicycle bridge from Hawk Street,
- Provided additional diversity in the proposed housing stock in terms of architecture, colors, and materials, and
- Provided new and updated visual simulations of the Project in context with the surrounding developed and natural environments.

The Project is a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. A westerly extension of Bear Creek Drive provides access to the internal residential street circumscribing the site's two prominent knolls. Single-family detached lot sizes range from 8,740 to 13,160 square feet, with homes between 2,390 to 3,150 square feet in size, excluding garage. The duet lots range in size from 4,370 to 5,375 square feet with homes of either 1,380 or 1,690 square feet in size, excluding garage. The duet units are attached along one wall, but each unit is on an individual lot with a property line located in the center of the shared wall. Lots and roadways will comprise approximately 40 percent of the site, with the remaining land reserved for open space buffers on the site's edges, undeveloped knolls with pedestrian trails, and a storm water detention basin with outfall pipe to Altamont Creek.

A homeowner's association will be responsible for the maintenance of the private street, detention basin, project landscaping, and all open space areas (including trails). The informal trails currently found on the privately owned knolls will be formally designated for

public access. A community facilities district will fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge.

City Council Role and Responsibility

The initial proposal for 76 units and the vehicular bridge over Altamont Creek required a General Plan Amendment and Rezoning to change the site's land use designation to a higher residential density. The subsequent 2015 proposal considered by the City Council no longer included a General Plan Amendment, but continued to require a Rezoning in order to vary from existing development standards. In other words, the applicant continued to request a change to the existing laws to enable the development. Thus, the City Council was acting in a legislative role to consider new policies and laws for the project. When the City Council acts in its legislative role, the Council has broad discretion in determining the most appropriate use designation for the property.

The current proposal is consistent with existing laws (General Plan and Zoning). Therefore, the City Council will no longer be acting in a legislative role, but in a quasi-judicial role. In this adjudicatory role, the City Council's discretion is limited to judging if a project is consistent with existing laws. If the City Council finds the project complies with existing laws, then Council is required to approve the project.

General Plan

The site's General Plan land use designation is Urban Low Residential (UL-1), at 1 to 1.5 dwelling units per acre. Consistent with the UL-1 land use designation, the proposal's average density is approximately 1.38 units per acre.

Development of the site did not occur with the rest of the Maralisa project due to potential environmental constraints, but the Maralisa project moved forward and has a density of 2.2 units per acre. During the City's General Plan Update in 2003, the General Plan land use designation for the site changed from Urban Low Medium Residential (ULM) at 2 to 3 units per acre to its current UL-1 designation. The change to a lower density was in part due to the site's potential environmental constraints.

The Project site is within the North Livermore Urban Growth Boundary and City boundary, adjacent to established residential development served by City utilities, and has a residential General Plan land use designation. The designation of the site in the General Plan as a location for residential development indicates it is part of the City's planned growth and not intended as open space. The Project is consistent with the General Plan.

Zoning

The Project site's current Zoning Classification is Planned Unit Development 115 (PUD 115). The Project conforms to all applicable zoning and development standards (see the

attached Planning Commission staff report for more detailed analysis of zoning conformance).

Housing Implementation Program

The applicant is requesting housing allocations that are necessary to develop the property under the City's 2017-2019 Housing Implementation Program (HIP), which is the Council-adopted policy to manage residential growth. The allocations would occur upon the City Council's approval of the Subdivision Map. The allocations would come from the pool of 50 units available per year in the General Plan area, which are allocated on a first-come-first-serve basis.[1] There have not been any units allocated in the General Plan area this year.

Hawk Street Bridge

The 2012 proposal included a full vehicular bridge over Altamont Creek, connecting to Hawk Street that required realignment of the creek. In addition to environmental concerns, neighboring property owners expressed concerns about vehicular cut-through traffic and student safety on Hawk Street. In response, the applicant removed the bridge from the project. At the September 2015 City Council meeting, several residents expressed concern with Bear Creek Road serving as the only access for the development, and requested the Council consider requiring an additional access point for emergency vehicles and pedestrian/bike access. Consistent with Council direction given at the September 2015 meeting, the current project proposal includes an emergency vehicle access (EVA), pedestrian, and bicycle bridge over Altamont Creek, connecting to Hawk Street. Additionally, the bridge spans Altamont Creek, avoiding the requirement to realign the creek, which was a significant environmental impact.

Subdivision

The development plan responds to the natural forms and topography of the site. For example, the Project's single public road and maintenance vehicle access road loops around the western knoll and follows the site's contours along the saddle between both knolls, enabling construction of the road and homes at elevations similar to the existing Altamont Creek development to the east. Clustering homes along the roadway minimizes the development footprint and enables the preservation of the rock outcrop in the northwest corner, both knolls, and the provision of the natural buffers from 50 feet wide to over 100 feet wide around the site's perimeter.

The Project follows a development pattern common to nearby residential development that clusters development in order to avoid natural resources and site constraints. The development pattern for the Altamont Creek subdivision to the southeast that includes Bear Creek Drive, Knoll Way and Court, Edgewater Lane, and Bridle Path Court

[1] The 2017-2019 Housing Implementation Program establishes an annual allocation of 450 residential units, of which 400 units per year are reserved for projects participating in the Transferable Development Credits (TDC) program. 50 units per year are reserved for HIP Projects such as the proposed development.

preserves the on-site knoll on the northwest edge of the project site, avoids seasonal wetlands, and includes structure exclusion zones due to seismic constraints. Similarly, development along Meadow Glen Drive directly east of the Project also avoids seasonal wetlands and includes structure exclusion zones in response to seismic constraints. The Saddleback development, approximately one-half-mile to the northwest of the Project, at the northeast corner of Ames Street and Dalton Avenue, avoids seasonal wetlands and preserves on-site knolls (Attachment 6).

The Vesting Tentative Tract Map will subdivide the site into 47 individual parcels, including 38 detached single-family residential lots, six attached single-family residential lots, and three homeowners association (HOA) parcels that include an open space buffer around the perimeter of the site, a storm water detention basin, the two knolls, public trails, and a privately owned street.

Project grading balances cut and fill on-site, and avoids the on-site knolls, informal paths, and rock outcrop in the northwest corner of the site. All of these on-site features currently exist on the private property but will become formally accessible to the public with the development of the Project.

The affordable housing obligation for the project is 6.15 units (15 percent of proposed units). Under the City's ordinance, affordable units are required to be comparable to the proposed market rate units. The ordinance also permits the applicant to propose alternative methods of meeting the affordable housing obligation for the project. Consistent with these provisions, and with the support of staff, the applicant proposes to satisfy its affordable housing obligation by: (1) satisfying three of the required affordable units in the Project by constructing six smaller affordable attached units for sale to low- and moderate-income buyers, and, (2) paying in cash the equivalent value of what the City would otherwise receive for the remaining 3.15 affordable units in the development to satisfy the remainder of the requirement. The value of the 3.15 inclusionary promissory notes and resulting cash payment is to be calculated and paid no later than the time of the 30th building permit application. This method of satisfying the affordable housing requirement, i.e., providing affordable duet units in a single family residential development, was approved for the Ponderosa Vinsanto II subdivision (at the Orchid Ranch site, east of Isabel Avenue) and the Grove subdivision off Mines Road. The details of the affordable housing provision will be subject to City Council approval of a Housing Agreement before adoption of the final map.

The Livermore Valley Joint Unified School District has provided letters, including a recent letter dated December 12, 2018 (Attachment 4), indicating the District will be able to accommodate the projected student enrollment increases resulting from the proposed 44-unit project. Additionally, the District provided a supplementary memo (Attachment 5) indicating the District's past several years' enrollment projections have assumed a 50-unit project for the site, with no anticipated concerns.

The project results in the permanent loss of up to 31.7 acres of non-native annual grassland that has the potential to support several special status animal species.

Proposed environmental mitigation for the Project includes the applicant placing an 85-acre property in the Springtown Alkali Sink, also owned by the Garaventa family, under a permanent conservation easement with an endowment for restoration and management in perpetuity. The mitigation parcel is located north of Scenic Avenue between Bluebell Avenue and Broadmoor Avenue (Attachment 3).

Site Plan Design Review

The applicant's design team worked closely with City staff to develop a site design that is consistent with the City's Design Standard and Guidelines, the Livermore Development Code, and public safety, engineering, and transportation standards. The development plans and architecture include all of the recommendations from the Planning Commission and staff. The Project reflects appropriate site planning, high quality architecture, and landscape design that contributes positively to the neighborhood's residential character.

Plans 1 through 4 have three variations in architectural style (Spanish, Villa, and Farmhouse), while Plan 5 has two (Spanish and Farmhouse). Additionally, each architectural style is supported by three optional color/material schemes. The variety of floor plans, architectural style variations, and color schemes contributes visual interest to the streetscape and facilitates the placement of different floor plans across the street from each other. (See the attached Planning Commission staff report for a more detailed discussion of the project design.)

Planning Commission

On December 4, 2018, the Planning Commission formally considered the project, held a public hearing, and recommended unanimously to approve the project.

There were 18 members of the public who commented during the public hearing, and 17 of the commenters raised concerns about the project. The list below summarizes the most frequently raised concerns expressed at the meeting and staff's responses to the comments:

1. Biological Resources

Comments: Concerns included the elimination of habitat for sensitive animal and plant species.

Response: The Draft EIR acknowledges the permanent loss of up to 31.7 acres of non-native annual grassland that has the potential to support several special status animal species including; California tiger salamander, California red-legged frog, vernal pool fairy shrimp, San Joaquin kit fox, western spadefoot toad, California burrowing owl, and American badger. Any disturbance of federal and State protected animal and plant species requires environmental permits from federal and State resource agencies, including the U.S. Fish & Wildlife Service and California Department of Fish & Wildlife. Typically, environmental permits from these Resource Agencies require habitat loss

compensation in the form of habitat acquisition at approximately 3:1 ratios (acres preserved: acres disturbed).

Proposed environmental mitigation for the Project is to place an 85-acre property in the Springtown Alkali Sink, also owned by the Garaventa family, under a permanent conservation easement with an endowment for restoration and management in perpetuity. The 85-acre property has sensitive soils, special status animal and plant species, vernal pools, and a segment of Altamont Creek. The environmental mitigation will be coordinated with the Resource Agencies during subsequent environmental permitting.

The site is within the area covered by the East Alameda County Conservation Strategy (Conservation Strategy), a guidance document for regional conservation, and environmental permitting for private and public development projects. The Re-Issued Final EIR includes mitigation measures that require the applicant to acquire offsite compensatory habitat consistent with compensation ratios under the Conservation Strategy. Additional mitigation measures include pre-construction surveys to ensure species are absent from the site before construction begins, and protection measures to be taken during construction to ensure species do not migrate onto the site.

2. Visual Prominence and Views

Comments: Concerns were primarily with the Project's visual prominence from existing residences in the neighborhoods to the south, east and northeast.

Response: One of Livermore's most distinctive features are the hills and ridgelines that surround the City, most of which lie outside the City limits. Significant ridgelines located north of the I-580 corridor include Brushy Peak to the northeast, as well as the Altamont Hills east of Vasco and Greenville Roads. Other open space to the north consists of more moderate topography, with rolling hills and rangelands. Livermore's built environment, and its planning policies, are designed to preserve views to these hills from public vantage points.

The General Plan Community Character Element includes Goals, Objectives and Policies to preserve views of Livermore's surrounding hillsides and ridgelines, particularly from I-580. The Project does not substantially alter views of identified scenic resources from identified vistas and would not substantially change views toward these scenic resources from nearby public areas.

Parks are considered public locations from which views are important. The existing views from Altamont Creek Park are currently obstructed by the Project site and do not include views toward Brushy Peak and the ridgelines beyond. The Project maintains portions of the views of the on-site knolls from Altamont Creek Park by placing homes over 500 feet west of the Project entry and avoiding the southeastern knoll.

The Applicant has provided visual simulations, in either panoramic or 50 mm lens format that mimics human sight, that show the project in context from several vantage points:

- Altamont Creek Park, looking north (panoramic);
- Existing terminus of Bear Creek Drive, looking northwest (panoramic);
- North of Knoll Court, looking west (panoramic);
- North of Bridle Path Court, looking northwest (50 mm);
- Vasco Road, looking east (panoramic);
- Existing terminus of Hawk Street, looking northeast (panoramic);
- Tiffany Common looking northeast (50mm) and east (50mm).

The visibility of a project from private properties is not intrinsically a significant environmental impact. Further, private views are not considered protected under CEQA nor would changes to these be considered an impact to the environment. As demonstrated in the Re-Issued Final EIR, the Project was found not to significantly alter views of identified scenic resources from identified scenic vistas. The Project is consistent with the character of adjacent residential neighborhoods to the south and east and therefore has only less than significant environmental impacts related to views.

The Planning Commission added the following recommendation that the applicant has provided:

- Provide additional photo simulation(s) depicting the project as viewed from the surrounding area

The applicant has provided new photo simulations, taken from Tiffany Common looking northeast and east (pages PD-17 and PD-17.A of plans) and from Bridle Path Court looking northwest (page PD-12.A of plans). Additionally, the applicant has provided revised photo simulations from Altamont Creek Park looking north (pages PD-14 and PD-14.A of plans), from existing terminus of Bear Creek Drive looking northwest (page PD-13 of plans), from Vasco Road looking east (pages PD-16 and PD-16.A of plans), and from the existing terminus of Hawk Street looking northeast (page PD-15 of plans). The revisions are as follows:

- The photo simulations from Altamont Creek Park looking north and from the existing terminus of Bear Creek Drive looking northwest have been revised to show the tiered retaining wall shown in the civil drawings along the north side of the entry driveway, with associated fencing and landscaping, and to show landscaping both at installation and seven years after installation;

- The photo simulations from Vasco Road looking east, and from the existing terminus of Hawk Street looking northeast have been revised to show landscaping both at installation and seven years after installation;

Also, the applicant has revised three landscape plan pages (pages PD-4, PD-7, and PD-11 of plans) and added one plan page (page PD-18 of plans) to the landscape plans, to

further illustrate the tiered retaining wall, with associated fencing and landscaping, along the north side of the entry driveway.

3. School Impacts

Comments: Concerns included projected student enrollment increases and conflicts with student drop-off operations and conditions at Altamont Creek Elementary School. The Planning Commission added a recommendation to provide information from the School District regarding drop off and pick up operations.

Response: The Livermore Valley Joint Unified School District has provided letters, including a recent letter dated December 12, 2018 (Attachment 4), indicating the District will be able to accommodate the projected student enrollment increases resulting from the proposed 44-unit project. Additionally, the District provided a supplementary memo (Attachment 5) indicating the District's past several years' enrollment projections have assumed a 50-unit project for the site, with no anticipated concerns. The memo also discusses student drop-off operations and conditions at Altamont Creek Elementary School. The memo indicates no concerns from the School District regarding current and future operations and conditions for student drop-off.

ENVIRONMENTAL DETERMINATION

The 2018 Re-Issued Final Environmental Impact Report, together with the Draft EIR published in November 2012, and the Final EIR published in June 2014 shall constitute the Environmental Impact Report (EIR) prepared pursuant to the California Environmental Quality Act (CEQA). Copies of the EIR were made available to the public at the Livermore Planning Division and on the City's website.

The Draft EIR acknowledges the permanent loss of up to 31.7 acres of non-native annual grassland that has the potential to support several special status animal species including; California tiger salamander, California red-legged frog, vernal pool fairy shrimp, San Joaquin kit fox, western spadefoot toad, California burrowing owl, and American badger. Any disturbance of federal and State protected animal and plant species requires environmental permits from federal and State resource agencies, including the U.S. Fish & Wildlife Service and California Department of Fish & Wildlife.

Proposed environmental mitigation for the Project is to place an 85-acre property in the Springtown Alkali Sink, also owned by the Garaventa family, under a permanent conservation easement with an endowment for restoration and management in perpetuity. The 85-acre property has sensitive soils, special status animal and plant species, and vernal pools. That property contains a number of important natural resources including a section of Altamont Creek and a portion of a unique alkali-saline wetland habitat. The federally protected Palmate Bracted Bird's Beak is also present on that property.

Environmental permits from appropriate Resource Agencies will require the following components to ensure protection of the mitigation property in perpetuity:

- Permanent conservation easement held by a non-profit trust or other organization approved by the Resource Agencies to hold easements,
- A long-term management plan that includes an annual maintenance and monitoring cost calculation, and
- A non-wasting endowment to fund the long-term management and monitoring consistent with the long-term management plan.

The Re-Issued EIR includes a list of all mitigation measures that would reduce potentially significant environmental impacts to a less-than-significant level. A Mitigation Monitoring and Reporting Program has been prepared, which lists each mitigation measure, the method of verification, the timing of verification, and the agency responsible for verifying the implementation of the mitigation measure. With the implementation of the mitigation measures, the EIR concludes the project will not have significant environmental impacts.

FISCAL AND ADMINISTRATIVE IMPACTS

The development of the project site will increase property valuation of the vacant parcel, resulting in an increase in property tax revenue to the City. The project will also be subject to applicable development fees that will help offset the financial impacts of the new development. The revenue increase will be offset by expenditures on City services such as public safety and library services to serve the new residents. A homeowner's association will be responsible for the maintenance of the private street, detention basin, and all open space areas (including trails). A community facilities district will fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge.

ATTACHMENTS

1. Location Map
2. Development Plans
3. Proposed Mitigation Parcel
4. Letter from Livermore Valley Joint Unified School District
5. Email from Livermore Valley Joint Unified School District
6. Similar Development Patterns in Northeast Livermore
7. Conditions of Approval
8. Planning Commission Resolution of Approval
9. Planning Commission Staff Report, December 4, 2018
10. Planning Commission Draft Meeting Minutes, December 4, 2018
11. City Council Resolution No. 2015-127
12. Letter in support from the property owner not contained in the EIR documents
13. Letters/emails in opposition from the public not contained in the EIR documents

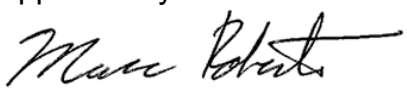
Garaventa Hills Environmental Impact Report has been available for public review at the following locations since August:

- Livermore City Hall, 1052 South Livermore Avenue, Livermore, California 94550
- City website
  http://www.cityoflivermore.net/citygov/cdd/planning/garaventa_hills_final_eir.htm

Prepared by:

Turhan Sonmez
Associate Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
NOVEMBER 12, 2024

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the Planning Commission was called to order by Chairperson Jacob Anderson at 7:00 pm, held in person at 1016 S. Livermore Avenue.

2. ROLL CALL – Present: Chairperson Anderson, Vice-Chairperson Yolanda Fintschenko, Commissioner Steven Dunbar, Commissioner Daniel Leary, Commissioner Tracy Kronzak.

PLEDGE OF ALLEGIANCE

Chairperson Anderson led the Pledge of Allegiance.

3. SPECIAL MEETING ITEM

3.1 Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).

Special Projects Coordinator Steve Stewart presented the staff report.

David Ragland, President of Lafferty Communities and Applicant with Livermore LT Ventures, requested approval of the project; outlined the community outreach meetings, which led to reducing the unit count from 76 to 44, and providing affordable housing, reconfiguration of the vehicular bridge to a pedestrian bridge, additional trail connections, architectural designs to retain viewsheds; 70% open space; bioswale remediation; explained the original approval; introduced the project team; and requested recommendation of approval to the Council.

Alicia Guerra, Land Use Counsel for Lafferty, discussed the prior litigation and CEQA analysis; Recirculated Partial Draft EIR and Final EIR; the Courts questions of whether there was available funding to apply to preservation of the

site as open space; analysis and State housing laws dictating inability to revert and establish the land as open space.

Chairperson Anderson opened the public comment period.

Michelle Mitchell, nearby resident, indicated opposition to the project and discussed the ten-year neighborhood opposition. She questioned the relevance of a ten-year old EIR; expressed concern with tearing up Bear Creek to install PG&E lines and Bear Creek as only the ingress and egress. She questioned the new homeowner's ability to obtain fire insurance. She requested a direct contact person for construction impacts and indicated opposition to the trail behind her home.

Dennis Kai questioned whether the alkaline sink was reported to the Army Corp of Engineers and discussed the 2500 gallons of oil removed from storm water system. He expressed concern about the lack of service to the filtering system.

Daryl Reed, Bridal Path Court resident and founding member of Save the Hill, discussed years of opposition to the development; expressed concern with the reduction and reliability of PG&E, stability of power to accommodate additional homes, and increase in traffic and road safety.

Chairperson Anderson closed the public comment period.

Commissioner Leary discussed the Court of Appeals reversal of decision on the EIR in 2022 and the property has an unwilling seller and is therefore ineligibile for various funds to designate the land as open space. He indicated he could make the finding that preservation of the land as open space and no build alternative were not feasible. He discussed the Urban Low Residential Land Use designation, indicating the proposed project was within the allowable dwelling units per acre. He confirmed that the project was consistent with Open Space Protection and Housing Element and protects urban growth boundary with infill development; and PUD requirements for maximum building height. He requested confirmation that the patios, balconies and decks were less than 7 feet wide; suggested the addition of a walkway on House 28A; and confirmation of the garage and building setbacks on Lot 5. He indicated the rear yard setbacks met PUD requirements, and the Community Character element by incorporating pedestrian oriented design features; and the water treatment before the arroyos, and monoliths consistent with the General Plan. He indicated he could make the EIR, General Plan and PUD findings.

Commissioner Dunbar stated there would be a point of contact for construction. In response to Commissioner Dunbar, Mr. Stewart explained the required extra exploration to attempt to find oil upwelling which was not found; required oil interceptor; primary drainage area for the Springtown alkaline sink, and minor contribution of drainage to the adjacent wetlands by the site, and assurance that the stormwater flows would remain the same after development. He discussed mitigation measures related to traffic safety and the project's contribution to eventual improvements at Laughlin and Northfront Road; and future traffic calming measures opportunities. Commissioner Dunbar discussed affordable housing in

lieu fees which were allowable per the Development Code, and not under the Planning Commission's decision. He empathized with those losing fire insurance. He indicated he could find the project met the requirements of the Recirculated Draft EIR, and that the Subdivision and Site Plan Design Review were appropriate and met the standards.

Commissioner Kronzak concurred with Commissioners Leary and Dunbar and commended staff on the briefings on questions regarding the applicability of CEQA and Court of Appeals. Commissioner Kronzak indicated the findings could be made and explained that there was no time limit on EIRs; the project was within the Urban Growth Boundary on an infill property, designed to be consistent with the existing developments in the area, the 2003 General Plan Zoning and Land Use, Commissioner Kronzak said project is also consistent with cluster development with regards to the livability objectives, inclusionary development ordinance, and provided variegated human scale design; concurred with the Conditions of Approval in Attachment 5, found consistent with the Livermore Development Code and standard mitigations; agreed with Staff findings that flooding was the result of downstream conditions, not the proposed project; and indicated satisfaction with the mitigation measures associated with the cumulative impacts evaluated by CEQA.

Vice Chair Fintschenko confirmed that the applicant had reapplied and the City was bound by law to consider the application. She indicated satisfaction with Staff's response and analysis and Staff's recommendation to recommend the City Council find the Recirculated Partial EIR was complete, and that the project met the Zoning Codes.

Chair Anderson explained the Planning Commission's responsibility to determine whether or not the project meets the legal standards, not make judgments about the project as a whole. He confirmed that the EIR's findings and mitigation measures were otherwise deemed sufficient under CEQA by the courts and the Commission was only considering the no development alternative. He concurred with the findings of the other Commissioners and indicated the project was better due to the hard work between the community, staff, previous Commissions and previous Councils.

The Commission commended staff on the thorough staff report and community for its input.

ON THE MOTION OF COMMISSIONER KRONZAK, SECONDED BY VICE CHAIR FINTSCHENKO, AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION RECOMMENDED THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS TO AUTHORIZE THE DEVELOPMENT OF THE GARAVENTA HILLS RESIDENTIAL PROJECT:

1. ADOPT A RESOLUTION CERTIFYING THE EIR PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); AND,

2. ADOPT A RESOLUTION APPROVING SUBDIVISION (SUB) 13-001 AND SITE PLAN DESIGN REVIEW (SPDR) 13-005, SUBJECT TO CONDITIONS, AND AUTHORIZING THE APPLICANT TO PROVIDE SIX AFFORDABLE DUET UNITS AS PROPOSED AND TO MAKE AN EQUIVALENCY PAYMENT TO SATISFY THE REMAINING FRACTIONAL PORTION OF THE AFFORDABLE HOUSING REQUIREMENT; AND,
3. DIRECT THE PLANNING MANAGER TO FILE A NOTICE OF DETERMINATION, IN ACCORDANCE WITH THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, SUBJECT TO PROJECT APPROVAL.

4. ADJOURNMENT – at 8:16 pm to a Regular Planning Commission Meeting on Tuesday, November 19, 2024, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Ave.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE GARAVENTA HILLS PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, AND A MITIGATION MONITORING AND REPORTING PROGRAM

On July 27, 2011, the City received an application to develop a single-family residential subdivision on the site located east of North Vasco Road, North of Garaventa Ranch Road/Altamont Creek Drive, and West of Laughlin Road. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2-3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development, a Vesting Tentative Tract Map to subdivide the site, and Site Plan Design Review for the landscaping, architecture, and improvements.

The City determined that an Environmental Impact Report (EIR) would be prepared for the aforementioned applications for the Garaventa Hills project in accordance with the California Environmental Quality Act (CEQA).

On November 18, 2011, the City issued a Notice of Preparation (NOP) pursuant to CEQA to obtain comments on the proposed scope of the EIR for the Garaventa Hills project.

On December 7, 2011, the City held a public scoping meeting for public agencies, organizations, and members of the public to review the proposed project and provide comments on the scope of the environmental review process.

On November 8, 2012, a Notice of Availability of the Draft Environmental Impact Report (Draft EIR) was issued, including notices to interested groups and individuals for a 45-day public comment period. A Notice of Completion of the Draft EIR, public comment period, and hearing date was published in a newspaper of general circulation pursuant to CEQA.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft EIR for the initial proposal. The initial proposal was for 76 homes with a second access via an extension of Hawk Street and new bridge across Altamont Creek. The proposal included a General Plan Amendment to change the land use designation from Urban Low Residential, at 1-1.5 dwelling units per acre, to Urban Low Medium Residential, at 2-3 dwelling units per acre.

On December 26, 2012, the public comment period on the Draft EIR was closed. The applicant made the changes listed below to the Garaventa Hills project before review and consideration by the Planning Commission:

- Reduction in the number of units from 76 to 47;

- Elimination of the Hawk Street connection and bridge over Altamont Creek;
- Preservation of the rock outcrop in the northwest corner of the site; and
- Provision of an additional 1-story floor plan and a 1½-story floor plan.

The Draft EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1-1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners during the Citizens Forums at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with the Alternative B.

On June 11, 2014, a Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, all responses to oral and written comments, and an appendix containing minor corrections of the Draft EIR. A notice of the Final EIR availability and certification recommendation hearing date was published in a newspaper of general circulation.

On July 1, 2014, the Planning Commission recommended the City Council deny the proposed project. Generally, the Commission's recommendation was due to the project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District regarding compatibility with the adjacent Garaventa Preserve.

On June 3, 2015, the City received revised plans for the Garaventa Hills Project.

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading;
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition;
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve;
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park; and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

On August 18, 2015, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Final EIR. The Livermore Planning Commission found that the Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above

findings, the Planning Commission recommended certification of the Garaventa Hills Final EIR, subject to final review and consideration by the City Council for approval.

On September 14, 2015, the City Council directed the project be returned to the Planning Commission and staff with direction for the project to be more subordinate to the natural landforms and provide alternatives for emergency vehicle and pedestrian circulation. The City Council took no action concerning the Final EIR.

On August 25, 2018, a Re-Issued Final Environmental Impact Report was made available for public review at City Hall and on the City's website, along with the Final EIR and Draft EIR. Two (2) public notices concerning the documents' availability were provided via mail for properties located within 1,320 feet of the project site, and published in a local distribution newspaper, on August 25, 2018, and on November 24, 2018. The 2018 Re-Issued Final EIR contains an assessment of the 2018 Revised Project, which proposed 44 residential units and a pedestrian bridge connection to Hawk Street. The responses to comments were reassessed in light of the 2018 Revised Project and revisions to the responses are provided as appropriate. None of the revisions or other information contained in the Re-Issued Final EIR were "significant new information" under section 15088.5 of the CEQA Guidelines and therefore no recirculation of the Draft EIR was required.

On December 4, 2018, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Re-Issued Final EIR and approve the 2018 Revised Project. The Livermore Planning Commission found that the Re-Issued Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended approval of the 2018 Revised Project and certification of the Garaventa Hills Re-Issued Final EIR, subject to final review and consideration to the City Council for approval.

On April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-050, certifying the Re-Issued Final Environmental Impact Report (RFEIR) and adopting Findings and Facts in Support of Findings Regarding the Final Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Garaventa Hills Project.

Also on April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-051, approving a Vesting Tentative Tract Map (8094) and Site Plan Design Review (13-005) for the Garaventa Hills 2018 Revised Project.

On May 23, 2019, an unincorporated association called Save The Hill Group filed a petition for writ of mandate pursuant to the California Environmental Quality Act (CEQA) in Alameda County Superior Court.

On September 23, 2020, the Alameda County Superior Court entered a judgment denying Save The Hill Group's petition.

On November 23, 2020, Save the Hill Group appealed the superior court's judgment to the Court of Appeal for the First Appellate District.

On March 30, 2022, the First Appellate District Court of Appeal issued a decision reversing the superior court's judgment in part, finding Save the Hill Group adequately exhausted its claims regarding the inadequacy of the "no project" alternative analyzed in the RFEIR and that the City violated CEQA by failing to sufficiently consider and analyze in the no project alternative the feasibility of permanently preserving the Garaventa Hills Project site as open space using funds from either the Altamont Landfill Settlement Agreement or the Dougherty Valley Settlement Agreement. The Court of Appeal otherwise affirmed the RFEIR's compliance with CEQA in all other respects.

On September 26, 2022, the Alameda County Superior Court issued a writ of mandate ordering the City to (1) vacate and set aside its certification of the RFEIR and approval of the project within 60 days of the service of the writ and (2) to make an initial return to the writ demonstrating compliance with this first command of the writ within 75 days of service of the writ.

Also on September 26, 2022, the Alameda County Superior Court entered an amended order and judgment as to the need to analyze potential preservation of the Project site as open space in the revised EIR's no project alternative analysis before considering whether to reapprove the Garaventa Hills Project.

On November 28, 2022, the City Council of the City of Livermore, California, adopted Resolution No.2022-193 rescinding the Vesting Tentative Tract Map, Site Plan Design Review, Re-Issued Final Environmental Impact Report, Facts in Support of Findings Regarding the Final Environmental Impact Report, and Mitigation Monitoring Program for the Garaventa Hills Project.

On March 13, 2023, the City Council adopted the 2023 to 2031 Livermore Housing Element, providing adequate sites to support CA's Regional Housing Needs Allocation (RHNA) requirements. On April 10, 2023, the applicant exercised their right to bring the Garaventa Hills project back for review by the City. The proposed project is the same project reviewed and approved by the Planning Commission on December 4, 2018, and approved by the City Council on April 22, 2019.

On July 30, 2024, the City issued a Notice of Availability of a Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) and Notice of a Public Hearing inviting public comment on the RP Draft EIR for a 45-day period extending from July 30, 2024, to September 13, 2024.

On August 20, 2024, the Planning Commission held a duly noticed public hearing at which time oral and written comments were presented to the Planning Commission.

Members of the public and other interested parties were invited by formal public notice to testify at the public hearing.

On September 13, 2024, at 5:00 p.m. the public comment period on the Recirculated Partial Final Environmental Impact Report (RP Final EIR) was closed. The City received 12 written comment letters from various agencies, organizations, and members of the public, and four verbal comments from members of the public.

On November 8, 2024, the RP Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, and all responses to oral and written comments, and minor corrections to the Draft EIR and a minor modification to Mitigation Measure Bio-9.

On November 12, 2024, the Planning Commission held a duly noticed public meeting to consider the Project and staff recommendations, all public comments and testimony, and findings. The Planning Commission voted unanimously to recommend the City Council certify the Project's EIR and approve the Project.

On November 25, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

The Recirculated Partial Final Environmental Impact Report, together with the Recirculated Partial Draft Environmental Impact Report published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project") in Livermore, California.

Together with this resolution, the City Council considered a resolution for Vesting Tentative Tract (VTTM 8094) – Subdivision 13-001 and Site Plan Design Review (SPDR) 13-005

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the findings made in Planning Commission Resolution No. 36-24, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the EIR has been presented to the City Council, and based upon its own independent review of the Record Evidence and considerations, the City Council finds that the EIR (SCH No. 2011112045) has been completed in compliance with the intent and requirements of CEQA, the CEQA Guidelines, and the City's local CEQA requirements, that the Council has considered the information contained in the EIR and the record prior to taking any action on the Project, other related Project actions, or any of the alternatives, and the EIR reflects the City's and Council's independent judgment and analysis. The City Council hereby certifies the EIR, attached hereto as Exhibit B, and approves and adopts the Findings and Facts in Support of Findings Regarding the Environmental Impact Report, attached hereto as Exhibit C.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby adopts the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit D, which is incorporated into the conditions of approval for the project.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Determination 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 Council Member_____, seconded by Council Member _____, the foregoing Resolution was passed and adopted at the City Council meeting of November 25, 2024, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Katherine Mirassou*
Deborah L. Elam Katherine Mirassou
City Clerk Deputy City Attorney

Exhibit A – Planning Commission Resolution No. 36-24
Exhibit B – Environmental Impact Report for the Garaventa Hills Project
Exhibit C – Findings, Facts in Support of Findings Regarding the Environmental Impact Report for the Garaventa Hills Project
Exhibit D – Mitigation Monitoring and Reporting Program for the Garaventa Hills Project

RESOLUTION NO. _____

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE ENVIRONMENTAL IMPACT REPORT FOR THE GARAVENTA HILLS PROJECT AND ADOPT CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, AND A MITIGATION MONITORING AND REPORTING PROGRAM

On July 27, 2011, the City received an application to develop a single-family residential subdivision on the site located east of North Vasco Road, North of Garaventa Ranch Road/Altamont Creek Drive, and West of Laughlin Road. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2-3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development, a Vesting Tentative Tract Map to subdivide the site, and Site Plan Design Review for the landscaping, architecture, and improvements.

The City determined that an Environmental Impact Report (EIR) would be prepared for the aforementioned applications for the Garaventa Hills project in accordance with the California Environmental Quality Act (CEQA).

On November 18, 2011, the City issued a Notice of Preparation (NOP) pursuant to CEQA to obtain comments on the proposed scope of the EIR for the Garaventa Hills project.

On December 7, 2011, the City held a public scoping meeting for public agencies, organizations, and members of the public to review the proposed project and provide comments on the scope of the environmental review process.

On November 8, 2012, a Notice of Availability of the Draft Environmental Impact Report (Draft EIR) was issued, including notices to interested groups and individuals for a 45-day public comment period. A Notice of Completion of the Draft EIR, public comment period, and hearing date was published in a newspaper of general circulation pursuant to CEQA.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft EIR for the initial proposal. The initial proposal was for 76 homes with a second access via an extension of Hawk Street and new bridge across Altamont Creek. The proposal included a General Plan Amendment to change the land use designation from Urban Low Residential, at 1-1.5 dwelling units per acre, to Urban Low Medium Residential, at 2-3 dwelling units per acre.

On December 26, 2012, the public comment period on the Draft EIR was closed. The applicant made the changes listed below to the Garaventa Hills project before review and consideration by the Planning Commission:

- Reduction in the number of units from 76 to 47;
- Elimination of the Hawk Street connection and bridge over Altamont Creek;
- Preservation of the rock outcrop in the northwest corner of the site; and

- Provision of an additional 1-story floor plan and a 1½-story floor plan.

The Draft EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1-1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners during the Citizens Forums at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with the Alternative B.

On June 11, 2014, a Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, all responses to oral and written comments, and an appendix containing minor corrections of the Draft EIR. A notice of the Final EIR availability and certification recommendation hearing date was published in a newspaper of general circulation.

On July 1, 2014, the Planning Commission recommended the City Council deny the proposed project. Generally, the Commission's recommendation was due to the project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District regarding compatibility with the adjacent Garaventa Preserve.

On June 3, 2015, the City received revised plans for the Garaventa Hills Project.

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading;
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition;
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve;
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park; and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

On August 18, 2015, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Final EIR. The Livermore Planning Commission found that the Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended certification of the Garaventa Hills Final EIR, subject to final review and consideration by the City Council for approval.

On September 14, 2015, the City Council directed the project be returned to the Planning Commission and staff with direction for the project to be more subordinate to the natural landforms and provide alternatives for emergency vehicle and pedestrian circulation. The City Council took no action concerning the Final EIR.

On August 25, 2018, a Re-Issued Final Environmental Impact Report was made available for public review at City Hall and on the City's website, along with the Final EIR and Draft EIR. Two (2) public notices concerning the documents' availability were provided via mail for properties located within 1,320 feet of the project site, and published in a local distribution newspaper, on August 25, 2018, and on November 24, 2018. The 2018 Re-Issued Final EIR contains an assessment of the 2018 Revised Project, which proposed 44 residential units and a pedestrian bridge connection to Hawk Street. The responses to comments were reassessed in light of the 2018 Revised Project and revisions to the responses are provided as appropriate. None of the revisions or other information contained in the Re-Issued Final EIR were "significant new information" under section 15088.5 of the CEQA Guidelines and therefore no recirculation of the Draft EIR was required.

On December 4, 2018, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Re-Issued Final EIR and approve the 2018 Revised Project. The Livermore Planning Commission found that the Re-Issued Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended approval of the 2018 Revised Project and certification of the Garaventa Hills Re-Issued Final EIR, subject to final review and consideration to the City Council for approval.

On April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-050, certifying the Re-Issued Final Environmental Impact Report (RFEIR) and adopting Findings and Facts in Support of Findings Regarding the Final Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Garaventa Hills Project.

Also on April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-051, approving a Vesting Tentative Tract Map (8094) and Site Plan Design Review (13-005) for the Garaventa Hills 2018 Revised Project.

On May 23, 2019, an unincorporated association called Save The Hill Group filed a petition for writ of mandate pursuant to the California Environmental Quality Act (CEQA) in Alameda County Superior Court.

On September 23, 2020, the Alameda County Superior Court entered a judgment denying Save The Hill Group's petition.

On November 23, 2020, Save the Hill Group appealed the superior court's judgment to the Court of Appeal for the First Appellate District.

On March 30, 2022, the First Appellate District Court of Appeal issued a decision reversing the superior court's judgment in part, finding Save the Hill Group adequately exhausted its claims regarding the inadequacy of the "no project" alternative analyzed in the RFEIR and that the City violated CEQA by failing to sufficiently consider and analyze in the no project alternative the feasibility of permanently preserving the Garaventa Hills Project site as open space using funds from either the Altamont Landfill Settlement Agreement or the Dougherty Valley Settlement Agreement. The Court of Appeal otherwise affirmed the RFEIR's compliance with CEQA in all other respects.

On September 26, 2022, the Alameda County Superior Court issued a writ of mandate ordering the City to (1) vacate and set aside its certification of the RFEIR and approval of the project within 60 days of the service of the writ and (2) to make an initial return to the writ demonstrating compliance with this first command of the writ within 75 days of service of the writ.

Also on September 26, 2022, the Alameda County Superior Court entered an amended order and judgment as to the need to analyze potential preservation of the Project site as open space in the revised EIR's no project alternative analysis before considering whether to reapprove the Garaventa Hills Project.

On November 28, 2022, the City Council of the City of Livermore, California, adopted Resolution No.2022-193 rescinding the Vesting Tentative Tract Map, Site Plan Design Review, Re-Issued Final Environmental Impact Report, Facts in Support of Findings Regarding the Final Environmental Impact Report, and Mitigation Monitoring Program for the Garaventa Hills Project.

On March 13, 2023, the City Council adopted the 2023 to 2031 Livermore Housing Element, providing adequate sites to support CA's Regional Housing Needs Allocation (RHNA) requirements. On April 10, 2023, the applicant exercised their right to bring the Garaventa Hills project back for review by the City. The proposed project is the same project reviewed and approved by the Planning Commission on December 4, 2018, and approved by the City Council on April 22, 2019.

On July 30, 2024, the City issued a Notice of Availability of a Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) and Notice of a Public Hearing inviting public comment on the RP Draft EIR for a 45-day period extending from July 30, 2024, to September 13, 2024.

On August 20, 2024, the Planning Commission held a duly noticed public hearing at which time oral and written comments were presented to the Planning Commission. Members of the public and other interested parties were invited by formal public notice to testify at the public hearing.

On September 13, 2024, at 5:00 p.m. the public comment period on the Recirculated Partial Final Environmental Impact Report (RP Final EIR) was closed. The City received 12 written comment letters from various agencies, organizations, and members of the public, and four verbal comments from members of the public.

On November 8, 2024, the RP Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, and all responses to oral and written comments, and minor corrections to the Draft EIR and a minor modification to Mitigation Measure Bio-9.

On November 12, 2024, the Planning Commission held a duly noticed public meeting to consider the Project and staff recommendations, all public comments and testimony, and findings.

The Recirculated Partial Final Environmental Impact Report, together with the Recirculated Partial Draft Environmental Impact Report published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project") in Livermore, California.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, 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 EIR has been presented to the Planning Commission, and based upon its own independent review of the Record Evidence and considerations, the Planning Commission finds that the EIR (SCH No. 2011112045) has been completed in compliance with the intent and requirements of the CEQA Guidelines, and the City's local CEQA requirements and has considered the information contained in the EIR and the record prior to taking any action on the Project, other related Project actions, or any of the alternatives. The Planning Commission hereby recommends the City Council certify the EIR, attached hereto as Exhibit A, and approve and adopt the Findings and Facts in Support of Findings Regarding the Environmental Impact Report, attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore hereby recommends the City Council adopt the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit C, which is incorporated into the conditions of approval for the project.

BE IT FURTHER RESOLVED, the Planning Commission of the City of Livermore recommends that the City Council direct the Planning Manager to file a Notice of Determination 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 Kronzak, seconded by Commissioner Fintschenko, the foregoing Resolution was passed and adopted at the Planning Commission meeting of November 12, 2024, by the following vote:

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

Jacob Anderson, Chairperson

Steph Riley

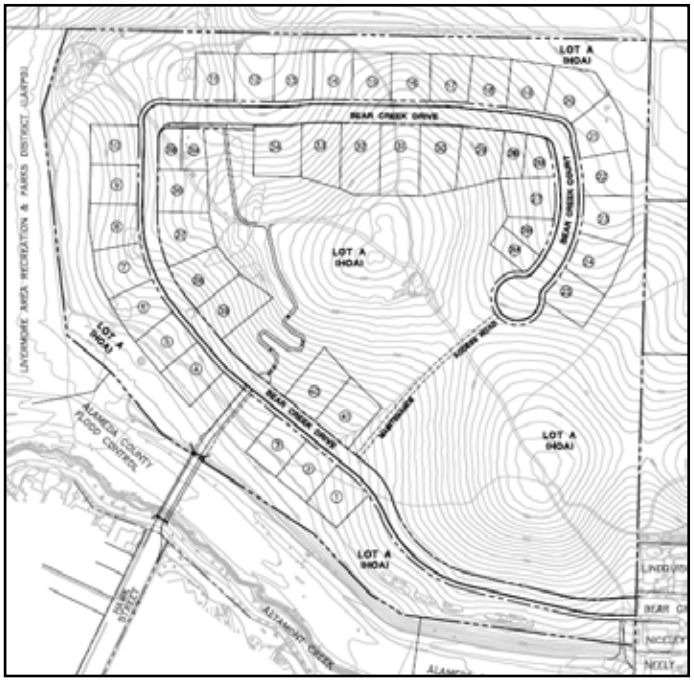
by Steve Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Recirculated Partial Final Environmental Impact Report for the Garaventa Hills Project
Exhibit B – Findings, Facts in Support of Findings Regarding the Environmental Impact Report for the Garaventa Hills Project
Exhibit C – Mitigation Monitoring and Reporting Program for the Garaventa Hills Project

GARAVENTA HILLS PROJECT

Recirculated Partial Final Environmental Impact Report

SCH No. 2011112045



LIVERMORE
CALIFORNIA

City of Livermore
Planning Division
1052 South Livermore Avenue
Livermore, CA 94550

November 2024

LAMPHIER - GREGORY
URBAN PLANNING, ENVIRONMENTAL ANALYSIS & PROJECT MANAGEMENT | 510.535.6690

Garaventa Hills Environmental Impact Report

2012 Draft Environmental Impact Report

2014 Final Environmental Impact Report

2018 Re-Issued Final Environmental Impact Report

2024 Recirculated Partial Draft Environmental Impact Report

2024 Recirculated Partial Final Environmental Impact Report

Contents

Chapters RP1 through RP4 can be found in the RP Draft EIR.

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RP5

RP Final EIR Introduction

PURPOSE OF THE FINAL EIR

The California Environmental Quality Act and the Guidelines promulgated thereunder (together "CEQA") require an Environmental Impact Report (EIR) be prepared for any project which may have a significant impact on the environment. An EIR is an informational document, the purposes of which, according to CEQA (Public Resource Code Section 21061, et. seq.) are "to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project."

This Recirculated Partial Final Environmental Impact Report (RP Final EIR), together with the Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project") in Livermore, California. The Project Applicant is Livermore LT Ventures I Group, LLC. The Lead Agency is the City of Livermore.

BACKGROUND

PRIOR EIR CERTIFICATION

The City of Livermore circulated a Draft EIR for the Project in November 2012 (SCH#2011112045) for public review and comment and public comment was received between November 18, 2012, and December 26, 2012.

The City received public comments on the Draft EIR and prepared a Final EIR that was released to the public in June 2014.

The applicant then revised the Project to be consistent with the Reduced Density Alternative analyzed in the Draft EIR. To document the changes in the Project that reflected the Reduced Density Alternative and to evaluate the impacts of those changes, the City prepared a Re-Issued Final EIR that was released to the public for review in August 2018.

The EIR was certified by the Livermore City Council on April 22, 2019, and the City Council approved the Project as a 44-unit single family subdivision.

LEGAL CHALLENGE AND DECISION

On May 23, 2019, Save the Hill Group filed a petition for writ of mandate challenging the City's certification of the EIR and approval of the Project. The Superior Court of the County of Alameda denied Save the Hill Group's petition. Save the Hill Group appealed, and the Court of Appeals reversed the

Superior Court's decision with respect to one issue. The appellate court ruled that the EIR was inadequate because the EIR failed to include sufficient information regarding the potential availability of funding for open space acquisition and preservation of the Project site in the no project alternative analysis. The appellate court affirmed the sufficiency of the EIR on all other issues.[1]

In accordance with the appellate court's order, the Livermore City Council rescinded certification of the EIR and approval of the Project on November 28, 2022.

RECIRCULATED PARTIAL DRAFT EIR

As stated in the RP Draft EIR, the applicant has exercised their right to bring the Project back for review by the City, which required revising the EIR to address the inadequacies identified by the Court of Appeal.

Recirculation of an EIR to address a limited issue is not grounds to revisit issues laid to rest in prior analysis upheld by the Court. Therefore, consistent with the Court of Appeal's decision, the RP Draft EIR was limited to recirculation of the discussion of the potential for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. The RP Draft EIR concluded on the basis of substantial evidence that:

> "The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.
>
> "Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.
>
> "Additionally, the Project site has a long-established residential designation, and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element's residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.
>
> "Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally-complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.
>
> "The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a

[1] Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000

"feasible" alternative the lead agency is compelled to adopt.[2, 3] The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development. "

There were no other changes to the information or conclusions in the prior EIR documents.

EIR REVIEW PROCESS

RP DRAFT EIR

The RP Draft EIR was made available for a 45-day public review period, from July 30, 2024, through September 13, 2024. During the review period for the RP Draft EIR, the City received written comments and verbal comments at a hearing on August 20, 2024.

RP FINAL EIR

This RP Final EIR consists of the following chapters, commencing after Chapter RP4 of the RP Draft EIR:

Chapter RP5: Introduction to the RP Final EIR. This chapter outlines the purpose, organization and scope of the RP Final EIR document and important information regarding the public review and approval process.

Chapter RP6: Response to Comments. This chapter includes comments received during the RP Draft EIR review period and responses to those comments.

City officials have considered all comments and concluded that there is no "significant new information" under section 15088.5 of the CEQA Guidelines; therefore, no further recirculation of the EIR is required.

The RP Draft EIR focused only on additional discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development. Pursuant to CEQA Guidelines Section 15088.5(f)(2), the RP Draft EIR and associated notification requested reviewers limit the scope of their comments to portions of the EIR that were revised and recirculated and this RP Final EIR addresses comments on the recirculated portion contained in the RP Draft EIR. All other topics and related comments were addressed in the Final EIR and Re-Issued Final EIR. Nonetheless, City officials have considered all comments.

An EIR does not control the agency's ultimate discretion on the Project. In accordance with California law, the EIR must be certified before any action on the Project can be taken. However, EIR certification does not constitute Project approval.

[2] CEQA Guidelines Sections 15126.6(f)(i); 15091(a)(3).

[3] See California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001 (assessing alternatives feasibility, "involves a balancing of various 'economic, environmental, social, and technological factors"; "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" [internal citations omitted]).

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RP6

RESPONSE TO COMMENTS

INTRODUCTION

This chapter contains responses to the comments on the RP Draft EIR pursuant to CEQA Guidelines section 15088.

The City of Livermore received 12 letters/emails from persons or groups commenting on the RP Draft Environmental Impact Report for the Project, in addition to verbal comment at the August 20, 2024, Planning Commission meeting.

Specific comments are organized in chronological order by grouping, as follows:

LIST OF COMMENTS

LETTERS/EMAIL FROM AGENCIES/UTILITIES

Letter A, Plan Review Team, Pacific Gas and Electric Company, 8/1/2024

Letter B, Vince Fazzi, Pacific Gas and Electric Company, 9/11/2024

LETTERS/EMAIL FROM PERSONS AND GROUPS

Letter C, Gil Colgate, 8/3/2024

Letter D, Tina Simms, 8/4/2024

Letter E, Julia M., 8/10/2024

Letter F, Janelle Plaskett, 8/19/2024

Letter G, Doug Mann, Citizens for Balanced Growth, 9/12/2024

Letter H, Donna Cabanne, 9/13/2024

Letter I, Wes Eacret and Emma Olenberger, 9/13/2024

Letter J, Alicia Guerra, Lafferty Communities, 9/13/2024

Letter K, Michelle Mitchell and Paul Maciolek, 9/13/2024

Letter L, Bianca Covarelli, 9/14/2024

PLANNING COMMISSION HEARING

Comment set PC contains a transcript of the verbal comments on the RP Draft EIR from the City of Livermore Planning Commission hearing held on August 20, 2024.

MASTER RESPONSES

Certain topics were raised in multiple comments. The following Master Responses address these repeated topics and will be referenced as appropriate in response to specific comments.

Master Response 1: Non-Environmental Considerations

Many comments were received that relate to issues that are not considered part of the environmental analysis. Under CEQA, "'Environment' means the physical conditions that exist within the area which will be affected by a proposed project, including land, air, water, minerals, flora, fauna, noise, or objects of historic or aesthetic significance." (CEQA Guidelines, section 21060.5)

This document is part of the Environmental Impact Report for the Project and therefore is limited in focus to issues related to the physical environment. Identification of a comment as being non-environmental is intended to explain why this environmental document is not the appropriate forum for response to that particular comment. Such an indication is not intended to diminish the importance of the comment, as the environmental analysis is only one element for consideration of project approvals by City decision-makers. All of the comments included in this document have been shared with City staff. Staff has analyzed all comments to confirm that none contain "significant new information" requiring recirculation of the EIR. All comments, along with responses from relevant City departments, will be shared with the decision-makers for them to take into account when making decisions regarding the proposed Project.

Master Response 2: Scope for Recirculation of an EIR

A number of comments reference CEQA Guidelines section 15162 (either specifically or by utilizing the criteria contained in that section in their arguments), which lists the conditions under which a Subsequent EIR would need to be prepared following certification of a prior EIR.

In accordance with the appellate court's order, certification of the EIR for the Project was rescinded. The provisions under CEQA Guidelines Section 15088.5, Recirculation of an EIR Prior to Certification apply to the RP EIR because the EIR has not yet been certified; and therefore, the criteria for determining whether a Subsequent EIR should be prepared (CEQA Guidelines section 15162) are procedurally inapplicable at this time.

The proposed Project is the same as previously proposed. No changes or modifications have been proposed. As detailed below, the Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative and the RP EIR was not required to re-open the EIR's other analyses. Although issues beyond the scope of the limited recirculation are not required to be addressed in the RP EIR, references to pertinent information in the Draft EIR, the Final EIR, Re-Issued Final EIR, and RP Draft EIR have been provided in the response to specific comments for informational purposes. All feasible mitigation measures imposed to mitigate environmental impacts in all resource areas have been and will continue to be included and proposed as binding upon the Applicant and the City as part of any recommended decision for reconsideration of the Project.

The City Council of the City of Livermore certified the EIR (note that the court documents use "RFEIR" to refer to the whole of the EIR documents in the referenced quotes) and approved the Project on April 22, 2019. Save the Hill Group filed a lawsuit alleging that numerous aspects of the EIR failed to comply with CEQA. The Superior Court denied the Save the Hill Group's petition for writ of mandate in its entirety. The Save the Hill Group appealed the Superior Court's judgment. On March 30, 2022, the First District Court of Appeal reversed the Superior Court's judgment only with respect to the EIR's no project alternative analysis, otherwise affirming the sufficiency of the EIR on all other challenged issues. The Court of Appeal directed the Superior Court to:

> "(1) vacate its order denying Save the Hill's challenge by way of petition for writ of mandate to the RFEIR's no-project alternative analysis; (2) enter a modified order and a modified judgment consistent with our opinion that Save the Hill's challenge to the no-project alternative analysis was both preserved and meritorious; and (3) issue a peremptory writ of mandate directing the City to set aside the certification of the RFEIR and approval of the Project."[1]

On September 26, 2022, the Superior Court ordered the certification of the EIR and the Project's approval be set aside. The order directed the City, should it choose to consider the project again, to "first prepare an EIR with 'relevant' information in the 'no-project alternative evaluation regarding the feasibility of acquiring Garaventa Hills to conserve it as open space.'"[2] The Superior Court upheld the EIR against all other claims, and issued a writ providing for ongoing jurisdiction subject to Public Resources Code section 21168.9(c).[3]

When a court issues a writ of mandate directing that an EIR be supplemented or corrected, this "does not mean the Agency is required to start the EIR process anew." *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th 1099, 1112; see also *Lotus v. Dept. of Transportation* (2014) 223 Cal.App.4th 645, 658. "Rather, the Agency need only correct the deficiency in the EIR . . . before considering recertification of the EIR." *Protect the Historic Amador Waterways*, 116 Cal.App.4th at 1112. CEQA is designed specifically to avoid "endless rounds of revision and recirculation of EIR[s]." *Silverado Modjeska Recreation and Park District v. County of Orange* (2011) 197 Cal.App.4th 282, 303 ("*Silverado Modjeska*"). A writ in a CEQA action directs "the public agency take *specific action* as may be necessary to bring the determination, finding, or decision into compliance with [CEQA]." CEQA § 21168.9(a)(3) (emphasis added). The fact that additional environmental assessment is conducted for a limited issue "is not an occasion to revisit environmental concerns laid to rest in the original analysis." *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 949. This principle applies with full force when an EIR has been de-certified and additional environmental assessment has been required for a specific reason. See, e.g., *Silverado Modjeska*, 197 Cal.App.4th at 297; see also *Ione Valley Land, Air, & Water Def. All., LLC v. County of Amador* (2019) 33 Cal.App.5th 165, 170 (citing *Citizens for Open Government v. City of Lodi* (2012) 205 Cal.App.4th 296, 324-27). Further, the CEQA Guidelines expressly authorizes a lead agency to recirculate only selected portions of an EIR rather than open all topical areas for further recirculation. CEQA Guidelines, §15088.5(c), (f).

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[1] *Save the Hill Group v. City of Livermore* (2022) 76 Cal.App.5th 1092, 1118, *review denied* (July 13, 2022).

[2] Superior Court of California, County of Alameda, Case No. RG19020186, Order Vacating Prior Order and Granting Petition for Writ of Mandate, (Sept. 26, 2022), at 2.

[3] Superior Court of California, County of Alameda, Case No. RG19020186, Judgment, (Sept. 26, 2022), at 1; Superior Court of California, County of Alameda, Case No. RG19020186, Peremptory Writ of Mandate, (Sept. 26, 2022), at 2.

The standard for recirculation is whether "significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification." CEQA Guidelines § 15088.5(a). "[R]ecirculation is not required where the new information added to the EIR 'merely clarifies or amplifies . . . or makes insignificant modifications in . . . an adequate EIR." *Laurel Heights Improvement Assn. v. Regents of University of California* ("*Laurel Heights*") (1993) 6 Cal.4th 1112, 1129–30, *as modified on denial of reh'g (Feb. 24, 1994)* (citations omitted).

> "[R]ecirculation is only required when the information added to the EIR changes the EIR in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible project alternative or mitigation measure that would clearly reduce such an effect and that the project's proponents have declined to implement."[4]

Consistent with the Court of Appeal's order, and with the CEQA Guidelines, the RP Draft EIR recirculated for public comment a version of the alternatives analysis which analyzes the issue of the potential for the acquisition and preservation of the Project site as open space. Adding this analysis was the only thing the court held would be necessary to bring the EIR into compliance with CEQA.

No information added shows any new or substantially increased environmental impact. CEQA Guidelines §§ 15088.5(a)(1), (a)(2). The EIR's impact conclusions remain unchanged, and the new analysis does not identify mitigation measures that the Project applicant has declined to implement or that result in a new significant environmental impact. CEQA Guidelines §§ 15088.5(a)(1), (a)(3). Further, the Court of Appeal did not conclude that the previously circulated "draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." CEQA Guidelines, §15088.5(a)(4). To the contrary, the court found only a limited error. No commenter has pointed to any reason that the information that has been added to the EIR trigger the standards in CEQA Guidelines §15088.5 that would require further recirculation. As such, the lead agency's determination not to further recirculate other portions of the EIR is supported by substantial evidence and consistent with CEQA.

As noted above, all comments have been shared with the City's expert staff, including the City's Planning Director and City Engineer. Staff have reviewed all comments raised and considered whether any issues raised demonstrate the existence of "significant new information" and concluded that none of the comments show such "significant new information." Specifically, the City Engineer has reviewed all comments related to flooding and hydrocarbons and confirmed in a memorandum below that no comments demonstrate any new or increased significant impacts beyond those analyzed in the previously circulated EIR. In addition, going beyond the requirements of CEQA, the City's commissioned expert biologist has independently confirmed in a memorandum below that there are no new listings in the California Natural Diversity Database (CNDDB) regarding endangered species. The biologist's memorandum confirms that a modest revision to Mitigation Measure Bio-9 can address any impacts on any species whose listing status has changed since the Re-Issued Final EIR. Mitigation Measure Bio-9 is hereby revised as follows:

> Bio-9: Conduct ~~a~~ pre-construction surveys for western spadefoot toad and western pond turtle. ~~A s~~ Surveys for western spadefoot toad and western pond turtle shall be conducted by a qualified biologist a maximum of one week prior to construction. The survey should include the potential breeding habitat of both species and an area within 50 feet of that habitat. If a

[4] Laurel Heights Improvement Assn., 6 Cal.4th at 1120.

western spadefoot toad or a western pond turtle is found, the biologist shall move it to suitable habitat in a safe location outside of the construction zone. In the event that a western spadefoot toad or western pond turtle is observed within an active construction zone, the contractor shall temporarily halt construction activities until a biologist has moved the toad or turtle to a safe location outside the construction zone, within similar habitat. In the event the western spadefoot toad and/or western pond turtle are officially listed by the USFWS the Project applicant shall obtain authorization from USFWS for potential take of these species and implement all measures specified in the authorizations obtained from USFWS. Such measures are expected to be similar to those described for Mitigation Measure Bio-4c.

These memoranda are included as part of this response to comments below.

Comments raising issues or questions with respect to the originally prepared EIR cannot require revisitation of that analysis. See, e.g., *Ione Valley,* 33 Cal.App.5th at 170. To the extent any of the comments raise issues based on facts arising after the Re-Issued Final EIR, these comments also do not present significant new information that warrant revisiting the prior analyses, either under the "recirculation" standard or, to the extent applicable, the standard for preparing a subsequent or supplemental EIR. Pub. Res. Code §§ 21092.1, 21166; CEQA Guidelines §§ 15088.5, 15162, 15163. Specifically, there have been no changes to the project. CEQA Guidelines §§ 15162(a)(1). The proposed project is the same project previously analyzed. There have been no changes to the environmental setting or circumstances that require "major revisions" to the EIR, because there is no evidence of any "new significant environmental effects or a substantial increase in the severity of previously identified significant effects." CEQA Guidelines § 15162(a)(2). Finally, there is no new information "which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified" showing new or more severe project impacts nor newly feasible alternatives or mitigation measures that the applicant has declined to adopt. CEQA Guidelines, §15162(a)(3). Therefore, the lead agency's decision not to further recirculate, and not to prepare any further supplemental or subsequent EIR review, is supported by substantial evidence and consistent with CEQA.

CITY OF LIVERMORE CALIFORNIA

INTEROFFICE MEMORANDUM

Date: November 5, 2024

To: Stephen Riley, Planning Manager
Steve Stewart, Special Projects Coordinator

From: Joel Waxdeck, City Engineer JW.

Subject: Review of Public Comments Regarding Flood Risk and Hydrocarbons Related to the Garaventa Hills Project

I have reviewed the comments, particularly those related to flood risk and hydrocarbons, submitted during the public comment period for the Garaventa Hills Recirculated Partial Draft Environmental Impact Report (RP Draft EIR). The information included in the comments is not new information showing any new or increased impacts of the Garaventa Hills Project (Project). The Project includes design features, Mitigation Measures and Conditions of Approval to address potential project impacts related to all impact areas, including flooding and the presence of hydrocarbons.

Flooding

Flooding is a local concern for the City of Livermore, and it is also a regional issue requiring regional solutions. The following are City and regional plans that are being implemented to reduce the risk of flooding citywide:

Regional

- Zone 7 Flood Management Plan
  https://www.zone7water.com/post/flood-management-plan-1
- Tri-Valley Local Hazard Mitigation Plan

Local

- Stream Maintenance Program
- Capital Improvement Program - storm water improvements
- Tri-Valley Local Hazard Mitigation Plan

Regionally, the City continues to work with the Zone 7 Water Agency and surrounding cities to develop a Flood Management Plan and perform annual flood conveyance system condition assessments.

Annually, the City completes creek bank repairs and improves flood conveyance. Our Stream Maintenance Program allows streamlined environmental permitting so work can be completed annually. The City is developing a Habitat Conservation Plan which will further streamline this process and facilitate permits in sensitive areas citywide. This year debris and sediment was cleared from the Arroyo Las Positas to improve flood conveyance at Airway Boulevard and repair banks along the Arroyo Mocho. The City just completed the design for two projects with FEMA Flood Mitigation Grant funds that will be constructed in the next two years to mitigate flooding along the Arroyo Las Positas downstream of Airway Blvd and on Collier Canyon Creek.

With respect to flooding in Altamont Creek, the City is implementing multiple bridge repair and replacement projects that help raise bridge elevations to reduce the creek flow restriction. Bridges on Heather Lane crossing the Arroyo Las Positas and Bluebell Blvd. crossing Altamont Creek were included in the City 5-year Capital Improvement Program Budget. Additionally, the City has identified additional flood mitigation sites on the Arroyo Las Positas near Airway Blvd and near Altamont Creek and is submitting applications for FEMA grant funding to complete those projects. Until this important work can be completed, City of Livermore residents qualify for a 20% discount on flood insurance that is above the preferred risk rate.

The City continues to enforce our Storm Water Regulations requiring all new development and redevelopment to incorporate hydromodification into their site improvements so that stormwater flows do not exceed the pre-project conditions. The Garaventa Hills Project includes storm water retention design features that will result in no net increase of runoff after development of the project. Design features include bio-retention units at each lot and a detention basin designed for a 100-year storm. With implementation of these features, development of the project will not result in increased on- or off-site flooding in Altamont Creek, nearby wetlands, or Laughlin Road. City and regional plans are implementing annual flood system condition assessments and annual maintenance to address the risk of flooding citywide.

Information in the comments regarding on- or off- site flooding events within Altamont Creek or the surrounding wetlands does not indicate the potential for new or more severe impacts of the Project because the flooding near the confluence of Altamont Creek and Arroyo Las Positas results from downstream constrictions and flood flows. The flows from the developed project site with the detention basins in place will be

the same or less than that of the undeveloped site for all storms from small to large storms including the 100-year storm.

Hydrocarbons

The area has a known history of the presence of hydrocarbons and the Project includes Mitigation Measures and Conditions of Approval in the event hydrocarbons are encountered during construction and in the future.

- The City required additional soil borings for the Project and no evidence of near-surface oil or seepage was found at the Project site.
- Design features have been included in the event hydrocarbons are present to include an oil separator at the storm drain maintenance hole just before water enters the proposed detention basin and material specification for the Storm Drain pipe that form a sealed system designed to minimize the chance of runoff intrusion and/or naturally occurring oil intrusion into the system.

Comments discussed the possibility of oil seepage from the Beer Creek development. The possibility of oil seepage from the Bear Creek Development is not new information as the possibility of seepage from the development, as well as naturally occurring oil, was analyzed in the DEIR and FEIR. Mitigation Haz-2 requires the project to confirm the absence of nearby surface oil or implement over excavation during grading of the site.

More information regarding the City's flood prevention services may be found at the following link: Creeks and Floods | Livermore, CA

Swaim Biological Incorporated
4435 First Street PMB #312
Livermore, CA 94551

To: Steve Sewart, City of Livermore
From: Leslie Koenig
Date: October 31, 2024
Re: Garaventa Hills Project

As a consulting biologist for the City of Livermore (City), Swaim Biological Incorporated (SBI) has developed the following recommendations regarding the changes in listing status for special status species evaluated in the Environmental Impact Report (EIR) for the Garaventa Hills Project.

SBI conducted an updated records search for the Property evaluating any new records after 2018 in the California Natural Diversity Database (CNDDB) after the issuance of the previous EIR documents. There are no new special status species occurrences within the boundaries of the Property. SBI biologists documented an adult male western pond turtle (*Actinemys marmorata*) with a GPS monitor on it moving through the portion of Altamont Creek that the pedestrian bridge will go over the Property, however, this record is not yet in the CNDDB.

The following special status species analyzed in the EIR has undergone a change in the state protected status:

- Western burrowing owl received candidate listing under the California Endangered Species Act (CESA) on October 10, 2024. Until the Fish and Game Commission completes a listing determination, the species is afforded the same protections under CESA as a listed species.

The following special status species analyzed in the EIR have currently proposed changes in their federal protected status. However, these proposed status changes have not been finalized. Candidate and proposed threatened or endangered species are not afforded the same protections as a listed species, therefore, conference on the species does not occur until a listing decision is published in the federal register.

- Western spadefoot is currently listed as *proposed threatened* under the Federal Endangered Species Act (FESA). The Service is working on the final listing determination.
- Western pond turtle is currently listed as *proposed threatened* by FESA. A final listing determination is expected in 2025.

The EIR includes biological mitigation measures for western burrowing owl and western spadefoot. The current mitigation measures for western burrowing owl and western spadefoot toad remain sufficient for addressing CEQA compliance as analyzed in the EIR.

The analysis in the EIR (Appendix C of the draft EIR) determined there were 37 occurrences of western pond turtle within the nine-quad area surrounding the Property and that roughly half of those had occurred in the last 10 years. The EIR determined that despite these occurrences and the potential to occur on the Property, the western pond turtle was considered unlikely to occur due to lack of suitable habitat.

However, to the extent the proposed federal listing of western spadefoot toad and western pond turtle under the FESA may change the applicable regulatory requirements, the following revision to Mitigation Measure Bio-9 is recommended to address the potential future change in listing status of western

spadefoot toad and western pond turtle and the potential future requirement for consultation with the USFWS. With implementation of this revised measure there would not be a new or worsened environmental impact.

> **Bio-9: Conduct ~~a~~ pre-construction surveys for western spadefoot toad and western pond turtle.** ~~A s~~Surveys for western spadefoot toad and western pond turtle shall be conducted by a qualified biologist a maximum of one week prior to construction. The surveys should include the potential breeding habitat of both species and an area within 50 feet of that habitat. If a western spadefoot toad or a western pond turtle is found, the biologist shall move it to suitable habitat in a safe location outside of the construction zone. In the event that a western spadefoot toad or western pond turtle is observed within an active construction zone, the contractor shall temporarily halt construction activities until a biologist has moved the toad or turtle to a safe location outside the construction zone, within similar habitat. In the event the western spadefoot toad and/or western pond turtle are officially listed by the USFWS the Project applicant shall obtain authorization from USFWS for potential take of these species and implement all measures specified in the authorizations obtained from USFWS. Such measures are expected to be similar to those described for Mitigation Measure 4c.

Please contact me if you have any questions regarding these recommendations.

Sincerely,



Leslie Koenig, Principal Biologist
Swaim Biological, Incorporated

Master Response 3: "Available" Funds

A number of commenters indicate that they believe funds are available for purchase and preservation of the Project site. Although funds do generally exist for that purpose, the potential availability of such funds for use in acquisition of the Project site was the focus of the RP Draft EIR and the issue was analyzed in detail. As summarized on pages RP3-15 and RP3-16 of the RP Draft EIR:

> "The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.
>
> "Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.
>
> "Additionally, the Project site has a long-established residential designation, and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element's residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.
>
> "Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally-complicated and cost prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.
>
> "The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a 'feasible' alternative the lead agency is compelled to adopt. The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development."

An alternative that does not meet the basic project objectives is not a legally feasible alternative that the City is required to adopt (CEQA Guidelines § 15126.6(c)).

Master Response 4: Willing Seller and Purchase Price

A number of commenters questioned whether there was a willing seller and what the purchase price would be.

Grant funding usually includes criteria that the owner is willing to sell the property for the funding purpose at an agreed upon price because without a willing seller, purchase of the property would require eminent domain proceedings (discussed on pages RP3-13 to RP3-14). The determination that there was not a willing seller was addressed on pages RP3-4 to RP3-5 of the RP Draft EIR. The series of

letters between the City and the owner's representative referenced below were included in full in Appendix RP-A of the RP Draft EIR.

The "selling price" of $3.5 million referenced in several comments was not presented as a price at which the owners would sell the property to the City. Commenters seem to have calculated the price by multiplying the City's offer amount and the seller's indication in a letter from the owners' representative (dated February 5, 2024) that they are in contract to sell the property for "400%" of that amount. The February 5 letter clearly states that the seller has "zero interest" in accepting the City's offer and that they believe doing so would be a breach of their existing contract to sell the property to Lafferty.

As explained in the RP Draft EIR pages RP3-8 to RP3-9, an offer of approximately $1.7 million was made upon direction from the Altamont Landfill Open Space Committee to match a higher price per acre consistent with a recollected previous grant request for another property within the Livermore Urban Growth Boundary. In response to this offer, the owners' representative further clarifies the owners' position: "The owners are not interested in selling this property to the City of Livermore for reasons largely explained in response to your prior February 8, 2024 inquiry. The owners are in a contract to sell the property to Lafferty Communities. They don't want to break that contract. They like the Lafferty development plan for their property. The owners would like to see the Lafferty project approved by the City. The owners do not want to receive any more purchase offers from the City as they are not in a position to sell their property to the City. Moreover as was previously pointed out, even if the owners wanted to sell to the City (they do not), this could not be legally done."

The circumstance under which the City would be legally required to offer a fair market value for the property would be if the sale were forced through eminent domain proceedings. As discussed on pages RP3-13 to RP3-14 of the RP Draft EIR, fair market value would be established through appraisal of the site, which has an existing residential zoning, and would be expected to be valued at between $17-35 million.

RESPONSES TO SPECIFIC COMMENTS

The following pages contain comments on the RP Draft EIR. Each comment is numbered and responses to these comments are provided following each comment letter or set.

Letter A – Pacific Gas & Electric Company, Plan Review Team

Comment A-1 Thank you for submitting the Garaventa Hills Project plans. The PG&E Plan Review Team is currently reviewing the information provided. Should this project have the potential to interfere with PG&E's facilities, we intend to respond to you with project specific comments. Attached is some general information when working near PG&E facilities that must be adhered to when working near PG&E's facilities and land rights.

This email and attachment does not constitute PG&E's consent to use any portion of PG&E's land rights for any purpose not previously conveyed. If there are subsequent modifications made to your design, we ask that you resubmit the plans to the email address listed below.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at pgeplanreview@pge.com.

[Content of the attachment follows]

Thank you for submitting the Garaventa Hills Project plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en/account/service-requests/building-and-renovation.html.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.

3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf

1. Standby Inspection: A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.

2. Access: At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

3. Wheel Loads: To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. Grading: PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.

5. Excavating: Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 24 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [24/2 + 24 + 36/2 = 54] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible (90° +/- 15°). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an "Impressed Current" cathodic protection system. Any proposed facilities, such as

metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.

Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "RESTRICTED USE AREA – NO BUILDING."

2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.

3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&'s facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.

4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 10 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.

5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.

6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.

7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.

8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (https://www.dir.ca.gov/Title8/sb5g2.html), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

Response A-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. This comment summarizes general information regarding PG&E's process related to development and utility installation.

Letter B – Pacific Gas & Electric Company, Vince Fazzi

Comment B-1 Attached is our response to the request to review the Garaventa Hills project.

Please let me know if you have any questions.

[Content of the attachment follows]

Thank you for providing PG&E the opportunity to review the subject plans. The proposed Garaventa Hills Project do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

PG&E has no comment on the adequacy of the Recirculated Partial Draft Environmental Impact Report.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: https://www.pge.com/cco/.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

PG&E recommends the following language be expressly stated for any offer to dedicate Public Utility Easements (PUE):

I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUE's) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUE's hereby

offered for dedication are to be kept open and free of buildings, structures and wells of any kind.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at Vincent.Fazzi@pge.com.

Response B-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. This letter provides information regarding utility procedures and confirms that PG&E has no comments on the RP Draft EIR.

Letter C – Gil Colgate

Comment C-1 As a property owner in the area I have been concerned about the classification of much of Livermore as a high fire risk zone.

My question is, will the Garaventa Hills Project alleviate fire risk, increase fire risk, or have a no effect on fire risk?

Thank you I hope you can find the time to answer my question.

Response C-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2.

The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to wildfire was included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how this topic was addressed in the EIR.

> Wildfire was addressed on pages 11-7 to 11-8 of the Draft EIR with minor revisions on pages 26-39 to 26-40 of the Re-Issued Final EIR. The EIR concludes that the project is not in a high-risk wildfire area (what would be called a Very High Fire Hazard Safety Zone or VHFHSZ by the California Department of Forestry and Fire Protection or "Cal Fire"), and would comply with the City's Wildland-Urban Interface Code requiring the defensible space and fire-retardant materials. Therefore, the impact related to wildfire would be less than significant.

Letter D – Tina Simms

Comment D-1 My family and I have lived in Livermore for over 14 years, and we recently moved from Rose Gate Common to the Altamont Creek neighborhood, closer to our favorite park, Brushy Peak. Part of what attracts us to this area is the abundance of open space. We are avid hikers, conservationists, and outdoor enthusiasts. During nature walks around Garaventa Hills, we admire the diversity of vegetation, birds,

insects, and other wildlife that inhabit the area. The landscape is heavenly, and we hope to preserve the site as open space. Please kindly accept our vote in support of Alternative A: No Project, No Development.

Response D-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. The comment presents general support for preserving the site as open space. Please see Master Response 1 regarding non-environmental comments.

Letter E – Julia M

Comment E-1 I live near the area of the garaventa hills project and I know how important it is for many residents to maintain the areas wildlife. It would be very upsetting for the wildlife to be disturbed by construction. This area is an integral part of our community and it holds many fond memories and everyday activities for local residents. It will also disturb our view of brushy peak, which is important to my family and many other residents. Many residents (including my family) were promised that this area would remain open land when sold their houses, we would like the city to uphold these promises. It would be a shame for this area to be disturbed by residential construction. I and many other residents do not want any of the construction mentioned in the project done in our neighborhood.

Response E-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to biological resources and aesthetics was included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how these topic were addressed in the EIR.

> Biological resources were addressed in the Draft EIR in Chapter 7, with minor updates in the Re-Issued Final EIR Chapter 26 (pp. 26-13 to 26-28). The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with

regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

Views were addressed in the Draft EIR (4-3 to 4-11), with minor updates in the Re-Issued Final EIR Chapter 26 (p. 26-7). The EIR concludes that the Project would not substantially alter views of identified scenic resources from identified scenic vistas or nearby public areas. Therefore, the Project's impact on scenic vistas and scenic corridors would be less than significant.

Any promise made by an unspecified entity that the Project site would remain open space is outside the scope of the RP EIR. Please see Master Response 2. The Final EIR responded to a similar comment by explaining that "the Project site has had residential land use designations for over 25 years… The site is currently within the City limits and North Livermore Urban Growth Boundary and remains identified as a site for residential development in the City's General Plan." Please see response to Comment I-1 on p. 24-46 of the Final EIR. The RP Draft EIR further specified on page RP3-14 that, "The Project site has been designated for residential uses since at least the 1976 Livermore General Plan, including in the Maralisa plan."

This comment also presents opposition to the project. Please see Master Response 1 regarding non-environmental comments.

Letter F – Janelle Plaskett

Comment F-1 My name is Janelle Plaskett. I'm a homeowner of a property that borders the Garaventa Hills, and a parent of a student at Altamont Creek Elementary.

I'm writing to voice my support for a no build option as I feel it's best for the wildlife, traffic, school overcrowding, and recreation of our community.

It's my understanding that the city has conservation funds available to purchase the land. I believe keeping Garaventa Hills as open space is the best option for our community and our kids.

Thank you for your consideration.

Response F-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to biological resources, transportation, and public services and recreation was included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how these topics were addressed in the EIR.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 26-13 to 26-28 of the Re-Issued Final EIR. The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

Traffic was discussed in Chapter 16 and associated Appendix H of the Draft EIR with minor revisions on pages 26-49 to 26-59 of the Re-Issued Final EIR. The EIR concluded that with appropriate traffic safety measures, emergency access, and intersection improvements, and with implementation of a construction as identified in the EIR, the impact of the Project would be less than significant.

Schools and recreation were addressed in Chapter 15 of the Draft EIR with minor revisions on pages 26-48 of the Re-Issued Final EIR. With respect to schools, the EIR utilized student yield rates of the local school district (LVJUSD) and concluded that new facilities would not be required for this Project alone and that payment of required school mitigation fees would mitigate the Project's contributions to cumulative facility needs consistent with State law. With respect to recreation, the EIR indicted that the Project site is located in an area with existing neighborhood parks and would develop less than half of the site, with the knolls proposed to remain undeveloped and include public-access trails for hiking and vista views. With any additional payment of park in-lieu fees per Chapter 12.60 of the Livermore Municipal Code, the Project's impact with respect to parks and recreation was determined to be less than significant.

This comment also mentions funds for the purchase of the site and expresses support for open space at the site. Please see Master Response 3 regarding available funds and Master Response 1 regarding non-environmental comments and opinions.

Letter G – Doug Mann, Citizens for Balanced Growth

Comment G-1 In advance of the stated September 13th deadline, please incorporate the attached comments appropriately into the Garaventa Hill environmental review process. See you at the next event.

[Content of the attachment follows]

In accordance with California Regulation Title 14 § 15162 (Subsequent EIRs and Negative Declarations), Citizens for Balanced Growth ("Citizens") have determined

that the availability of certain new information meets the requirements to trigger further CEQA review for the proposed Garaventa Hill housing development project.

With this communiqué, we will mention the most relevant reasons for why the additional review must take place.

1. Flood Risk new information

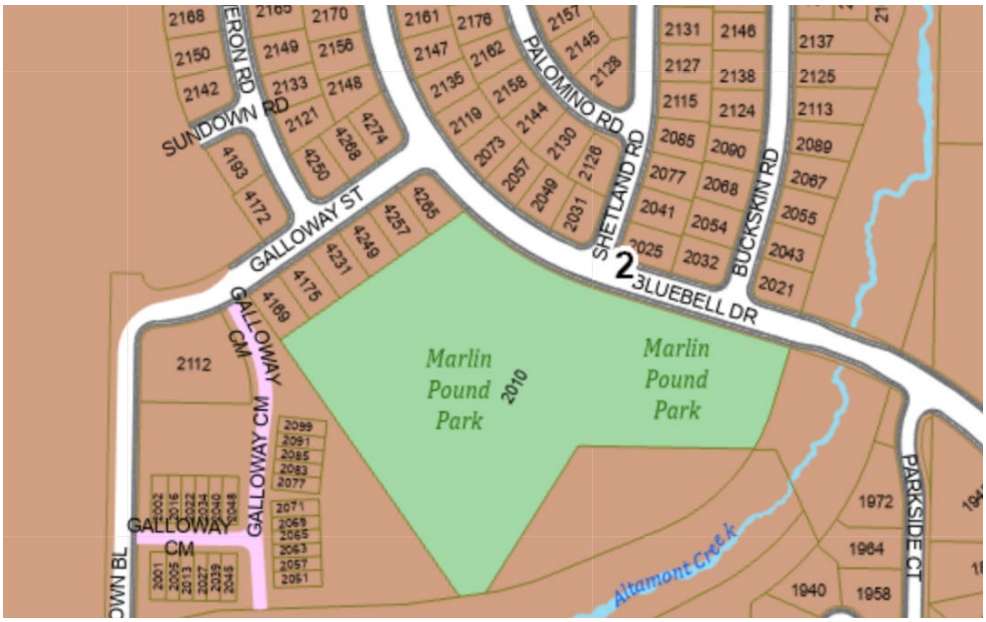
The applicable statute is CA Title 14 § 15162, 3 A and B (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR

On January 16 2023, a rain storm caused Altamont Creek to flood. At least four homes downstream from Garaventa Hill experienced substantial flood damage (https://www.kron4.com/news/bay-area/livermore-homeowner-managesthrough-flood-damage). Some residents used paddle boards for transportation.





City Policy states, as referenced in the DEIR; “POLICY PS-2.1.P3. The City shall require new development and significant redevelopment projects to prepare drainage studies to assess storm runoff impacts on the local and regional storm drain and flood control system, and to develop recommended detention and drainage facilities to ensure that **increased risks of flooding do not result from development**. The drainage study shall include an analysis and recommended mitigations for projects that would increase peak runoff flows and increase runoff volume and for all projects where such increased flow and/or volume is likely to cause increased erosion of creek beds and banks, silt pollutant generation, or other impacts to beneficial uses.”

We are unaware of any substantial follow-up by the City to the newly existing floodplain in Springtown, which contains houses. We do know that improper functioning of the local hydrologic systems was not a factor, such as clogged storm drains. The topologic and geologic conditions were simply overwhelmed, and there is ample evidence to suggest that the event will repeat with regularity. On its own merit, downstream residents are entitled to understand what the City intends to do about future flood threats, if indeed anything can be done. Combining the Garaventa Hill impact on those plans needs to be considered in combination.

WRECO’s 2012 analysis states "The downstream limit of the hydraulic model is approximately 150 ft downstream of the existing North Vasco Road bridge over Altamont Creek.” The downstream flooded area extended at least 7,100 feet beyond that point. The DEIR erroneously expresses that there would be no impact in other areas of flood risk.

This project poses a flooding risk much further downstream than might have been possible to reasonably consider in the 2012 WRECO report. Nearly 12 acres of upstream land described as pervious in the DEIR will transformed to become impervious, creating unavoidable and unmitigable increases in runoff into Altamont Creek. We now know that downstream properties experience flooding events which

never flooded in the past, even without the additional water flows caused by a Garaventa Hill upstream development. Any additional water will exacerbate the inevitable flood threats, which themselves will likely increase due to global warming's effect on the intensity of storms. Put another way, there is no "less than significant" rise in a flooding event. During a property damaging flood, any additional water flow is significant. It will not be possible to technologically retain all of the excess water created by the stated land coverage, thus additional water flow will contribute to higher water levels downstream from Garaventa Hill.

The final EIR MUST determine without any doubt that the project will not contribute any degree of additional floodwater during extreme weather events. The final project approval could do so by specifying extraordinarily impractical mitigation measures, such as requiring the developer to preemptively buy up every downstream property that could experience future flooding, prior to developing the Hill. In other words, the flooding risk alone should be enough to render this project impossible to responsibly construct.

The City must order that a new hydrologic report be produced, paid for by the City, properly noticed for three bids, with the winning consultant chosen through the open public process.

2. Hydrocarbon impacts new information

The applicable statute is CA Title 14 § 15162, 3 A and B

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR

The original reports say that no hydorcarbon events were observed. They also correctly point out that there were no identified hydrocarbons and no seepage in the Bear Creek development until several years after the property had houses on it. At the time of that planning, there was no alarm about oil risk. Garaventa Hill may face a similar threat scenario and needs to be studied more completely to eliminate all risk of oil seepage into surrounding areas.

Not mentioned in the DEIR was that the Bear Creek oil leaks happened twice, and we don't know which agencies were involved in the necessary repairs. The final report should most thoroughly address the costs associated with those repairs to help inform on the monetary impact of similar events under Garaventa.

The EIR relies on reports from ENGEO, which were commissioned and funded directly by RL Communities. Such an arrangement is not only improper, it may have

rendered the completeness of the reports to be deficient. For example, a consultant employed by the City through Lamphier-Gregory might have been able to more seamlessly leverage the information channels involving the details of the Bear Creek repairs, number of barrels spilled, costs, etc., to provide more adequate insight and more thoroughly address a wider variety of threats from hydrocarbons.

The geologic expert should be working for and on behalf of the residents of Livermore, in service to environmental protection, not the developer with a profit motive. The existing reports and Lamphier-Gregory's summary of them cannot be the final word for this component of the EIR. With such a devastating environmental risk at stake, the City should not simply rely on Lamphier-Gregory to hire a consultant to create the report, but must instead engage a geotechnical firm which demonstrates at the outset, a healthy skepticism and attention to the task of examining all possible environmental hazards as a high priority. The City must order that a new geologic report be produced, paid for by the City, properly noticed for three bids, with the winning consultant chosen through the open public process.

3. Endangered Species new information

The applicable statute is CA Title 14 § 15162, 3 A and B

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR

The data you have is old, and incomplete. Since 2019, we have had several exchanges with experts in biological impacts that convince us that protected species in protected areas at lower elevations are dependent in part on the natural runoff and habitat support that are in force due to the property's existence in its current state. Producing the scientific reports that can fully articulate these impacts is the job of experts. The City must not expect the public to take the steps necessary to hire the appropriate consultants at their private expense.

Response G-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to hydrology, hazards, and biological resources were included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how this topic was addressed in the EIR.

Flooding was addressed in Chapter 12 and associated Appendix G of the Draft EIR with minor revisions on pages 26-41 to 26-42 of the Re-Issued Final EIR. The EIR indicated that existing site soils are relatively impervious and precipitation falling on the site currently drains quickly in the form of surface flows, largely to the adjacent Altamont Creek. Hydrological analysis and design acknowledges and is intended to address even uncommon flooding conditions ("100 year" events), as detailed on pages 12-9 and 12-10 of the Draft EIR and page 9 of Appendix G. Proposed on-site stormwater treatment and collection elements include bio-retention on each lot and a detention basin at the southeast corner of the site. As indicated on page 12-9 of the Draft EIR, plan-level stormwater calculations demonstrated that the Project with proposed stormwater elements would not increase runoff from the site, and that detailed design-level hydraulic computations are required to confirm this as a standard construction permit requirement. The full hydrological assessment in the EIR (Appendix G) determined that the Project would not have a significant impact on the ability of the creek to contain flood waters and Project revisions further reduced the proposed development footprint (page 26-42 of the Re-Issued Final EIR). With the Project as proposed including stormwater treatment and collection elements, the impact with respect to flooding was determined to be less than significant. To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project's flood risk.

Hydrocarbon (oil) seepage was discussed on pages 11-2, 11-3, 11-6, 11-7 and 12-8 and associated Appendix F of the Draft EIR with minor revisions on pages 26-38, 26-39 and 26-41 of the Re-Issued Final EIR. The history of near-surface hydrocarbons and oil seeps in the vicinity was identified as a known concern in the Draft EIR (pages 11-1 to 11-3) believed to be related to the interaction between the movement of the naturally-occurring oil deposits in the geologic strata (oil-bearing Greenville Sands) and the seasonally-fluctuating groundwater table beneath the Bear Creek site where an oil seep is located. As indicated in the Draft EIR (page 11-3), "the geologic structure is not continuous from the Bear Creek site oil seep to the Project site and that therefore, it is unlikely that there are oil bearing Greenville Sands near-surface at the Project site. Supporting this conclusion, no evidence of near-surface oil or seepage was found at the Project site through site reconnaissance, surface borings, or deeper borings (down to 62 feet) performed at the Project site by ENGEO. However, oil seeps did not become apparent until five years after construction of the Bear Creek Development. Therefore, oil seeps may be expected to move laterally within one mile of the identified location or to rise to the surface within the next 5-10 years." While not found or considered likely at the Project site, the possibility of future oil seepage was acknowledged as a potential impact and the EIR concluded that the impact could be reduced to less than significant levels with implementation of the identified mitigation requiring additional field confirmation during grading with measures requiring design of underground utility and stormwater elements to prevent oil intrusion, additional measures to reduce potential seepage events if any oil is encountered (overexcavation,

visqueen lining, and an oil/water separator), and funding for additional remedies should oil seepage occur in the future (Draft EIR pages 11-6 to 11-7). To the extent the comment raises hydrocarbon related incidents after the Re-Issued Final EIR, the City Engineer reviewed the comment and determined that the comment is not substantial new information because the area has a known history of the presence of hydrocarbons and the Project includes mitigation measures and conditions of approval in the event hydrocarbons are encountered during construction and in the future. Please the memorandum from the City Engineer included in Master Response 2.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 26-13 to 26-28 of the Re-Issued Final EIR. The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the Project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

The comment does not identify or otherwise provide evidence of specific species of concern though the comment indicates a connection between habitat and runoff as a concern. Evaluation of potential hydrological impacts to off-site wetlands and associated species was included in the EIR (Appendix G, Appendix J) and as summarized on page 24-12, “the Garaventa Wetlands Preserve receives flows from nearly 645 acres of tributary watershed and that “…the minor changes to onsite drainage patterns proposed with the project will not result in significant impacts to the hydrology of the Garaventa Wetlands [Preserve].” To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project’s flooding risk and impacts from runoff. To the extent the comment raises issues related to biological resources after the Re-Issued Final EIR, the City’s commissioned expert biologist has independently confirmed in a memorandum included in Master Response 2 that there are no new listings in the CNDDB regarding endangered species and that changed or pending changes to listing status since the Re-Issued Final EIR are either already adequately addressed or can be addressed by a modest revision to Mitigation Measure Bio-9, which would not be considered substantial new information because it would not result in a new or worsened significant impact. Please see the memorandum from the biologist included in Master Response 2 and revised Mitigation Measure Bio-9 described in Master Response 2.

Comment G-2 4. Inadequacy of NPA in the "RP Draft EIR"

Livermore continues, in defiance of the Court, to prove it is unserious about pursuing the identified environmentally superior alternative of the NPA. Nothing demonstrates this better than certain actions earlier this year.

February 2nd, Livermore presented an offer to Lisa Quisito for $868 thousand. Quisito identifies herself as the trustee for the actual owners, the validity of which we have not been able to verify but will tentatively accept for now, for the purpose of discussion. Quisito's February 5th reply refused the offer, but also clearly defines their selling price as $3.5 million.

Their selling price is $3,500,000.

It is negligent for the RP Draft EIR to fail to call attention to this new fact - one that is pivotal and has been the subject of intense speculation, research, and the inability to break through the stonewalling by the seller's real estate representative (Mary Ann Rozsa) for more than a decade. Staff paradoxically followed up February 29th with an offer for 1.74 million. There is no plausible conclusion, other than this offer was designed to fail. Other than to mock, aggravate, and waste the owner's time, what possible purpose did it serve? We don't know how many other insults Quisito may have endured over the years, but one might wonder if this sort of thing explains the accelerating tone of resentment in Quisito's letters. Rather than exhausting the possibilities for acquisition, the City continues to find ways to make the NPA most difficult to attain.

As if this weren't enough, Ms. Quisito, the developer Mark Lafferty, and David Ragland attended the August 20 planning commission meeting, seated prominently in the room. It is customary in public meetings to call attention to such attendees, especially when high profile matters are at hand. Rather than take this opportunity to invite these most senior stakeholders to the discussion, they were completely ignored. It would be impossible to believe Staff and Rebecca Auld (a long term vendor of Lafferty and also the EIR consultant employed by the City) was unaware of their presence. Commissioners themselves may not have recognized them, which provides yet another example Staff's complacency or overt obstruction of the NPA for failing to alert the members of the appointed body of them attending. To have this group in attendance at a public meeting on the NPA and not take advantage of the opportunity to engage directly is further evidence that Staff continues to soft-pedal the NPA.

A genuine proposal to purchase the Hill for the asking price must be explored for viability and if so, presented in a cooperative manner.

Response G-2 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions funds and the price for the purchase of the site. Please see Master Response 3 regarding the available funds and Master Response 4 regarding a willing seller and purchase price.

This comment also mentions applicant team attendance at the hearing. This comment does not state a specific concern related to the adequacy of the RP EIR

and does not require a detailed response. Please see Master Response 1 regarding non-environmental comments.

The CEQA Guidelines expressly permit the common practice of an applicant or applicant-commissioned consultants preparing material used in CEQA documents. See, e.g., CEQA Guidelines, §§ 15063(a)(4), 15063(e), 15063(g), 15084(d), 15070(b). CEQA is satisfied as long as the ultimate conclusions reflect "the agency's own review and analysis" and "reflect the independent judgment of the Lead Agency." CEQA Guidelines, § 15084(e). Here, public officials have independently and objectively reviewed all material in the administrative record prepared for inclusion in the EIR, and the EIR reflects the City's independent judgment.

Comment G-3 5. City is Responsible Party

Over the past several years, Citizens have considered engaging the appropriate experts to draft opinions and deliver the substantial details necessary to lay out the scientific reasons why Garaventa Hill cannot be urbanized. On reflection, we don't believe this would have been the best course of action. The California environmental quality act was drafted in order to guide agencies for the purpose of the public well being, in preserving the environment to the greatest extent possible and practical in a society that must balance the needs of development with appropriate environmental protection. It is not the responsibility of residents or NPOs to do this work for the lead agency.

As the Lead Agency of this project, it is also the responsibility of Livermore to not simply confine the new EIR to the issues we have proposed here, or that others may have proposed, but to engage all necessary proactive due diligence to discover any other shortcomings and omissions which may exist or become known in order that a thorough examination of any new impacts be laid bare and included in the EIR for consideration of the administrative body responsible for certification.

As we have observed many times before, an unfortunate standard practice in California exists for agencies in dealing with the expenses associated with project EIRs.

CEQA requires the lead agency to fully explore the environmental impacts of projects. The accepted normal course of action to accomplish this due diligence by way of hiring a private professional consultant to produce an EIR/EIS. The Agency is the customer of the consultant. This is because the Agency should be looking out for the best interests of the residents, and the primary allegiance of the EIR company should be to the Agency and residents. However, producing the report costs money and agencies typically try to avoid dipping into their general funds to pay the consultant if there is another alternative.

It is nearly universal that the agency will demand a side deal with the developer where the Agency will not be liable for the costs of the report – the developer pays the agency in advance of the Agency passing through that payment to the consultant.

Everybody can recognize the reality on the ground. The REAL customer of the consultant is the developer.

In this case, Lamphier-Gregory had a preexisting vendor relationship with Lafferty. Livermore, at Lafferty's request, hired Lamphier-Gregory. We consider this a prickly decision, questionably ethical at least or more likely a pure conflict of interest. One could easily argue that it is far too cozy comfort and not undertaken with the primary concern of environmental protection at the forefront. It may even bump up against aspects of self dealing. If one were to seek out a particularly ideal example in order to mount a court challenge to what has unfortunately become standard practice with these way-too-convenient insider based relationships, this may be it. The safest decision in relation to exposure regarding the consultant at this juncture would be to utilize a different firm for any new environmental work (not Lamphier-Gregory) in an open bidding process.

The Court has ordered that the Council City "to set aside the certification of the RFEIR and approval of the Project", thus there are no elements of the DEIR, Final DEIR or Reissued Final DEIR in force. That Livermore chooses to limit the current application process to the portion of the report involving the NPA is curious at minimum. There can be no valid EIR that doesn't include opening up the entire report to scrutiny and comment in the normal manner with full public review. This partial recirculation of the NPA is by no means the majority of the work left to be done.

Response G-3 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. With respect to comments related to the Lead Agency's responsibility to conduct the environmental analysis of a proposed project, the court upheld the EIR on all challenged technical environmental analysis, finding the only inadequacy to be related to potential availability of funding for open space acquisition and preservation of the Project site in the no project alternative analysis.

For a Lead Agency to utilize an environmental consultant for preparation of an EIR is common practice explicitly allowed by CEQA Guidelines section 15084, and not a sign of impropriety. The CEQA Guidelines expressly permit the common practice of an applicant or applicant-commissioned consultants preparing material used in CEQA documents. See, e.g., CEQA Guidelines, §§ 15063(a)(4), 15063(e), 15063(g), 15084(d), 15070(b). CEQA is satisfied as long as the ultimate conclusions reflects "the agency's own review and analysis" and "reflect[s] the independent judgment of the Lead Agency." CEQA Guidelines, § 15084(e). Here, public officials have independently and objectively reviewed all material in the administrative record prepared for inclusion in the EIR, and the EIR reflects the City's independent judgment.

As an environmental consultant, Lamphier-Gregory has over 40 years of experience in the Bay Area and in that time has of course contracted with numerous cities, counties, agencies, and developers. The fact of a discrete past contract with a given entity would not in itself be considered a conflict of interest on future contracts that may involve that entity so long as there are no ongoing financial, business, or

personal interests reasonably linked to the current contract. As an environmental consultant, Lamphier-Gregory does not contract with clients in such a way that payment is dependent on the outcome, and neither had nor currently has a conflict of interest for environmental consultation on this Project.

Lamphier-Gregory has performed all work on the EIR under contract with, under the direction of, and with payment from the City of Livermore. As a standard practice, Developmental and Planning Fees are charged by the City to a project applicant to recoup the costs of processing of applications for development, including costs for preparation of an EIR. These fees are included on the City's adopted Master Fee Schedule.[5] That the City collects the costs of EIR preparation from the applicant is standard practice for project applications and is not an indication of impropriety.

Letter H – Donna Cabanne

Comment H-1 Further CEQA evaluation is warranted because of new information of substantial importance that was not known at the time the previous EIR was certified.

The Tri-Valley is a non-attainment air basin. Grading and construction periods for the proposed project have the potential to produce significant and unavoidable impacts relating to fine particulate matter PM 2.5 and other TACs. Following best practices for grading and construction activities is not sufficient mitigation for TACs in a non-attainment air basin.

Additionally, the adjacent neighborhoods and the community could be at risk from hydrocarbons and flooding. Impacts in these areas were not sufficiently known before; therefore, mitigations could be inadequate. In light of new information, biological resources must also be reanalyzed as the proposed project would curtail natural run-off necessary for endangered species and special status species, their habitat and habitat corridors within and in close proximity to the development site.

Because of new information and new regulations, the City should reopen the Final DEIR or the Reissued Final DEIR in the areas of air quality, hydrology, flooding, and biological resources to comply with CEQA regulations. To limit the CEQA process to the No Project Alternative is disallowing adequate public review and participation; and does not comply with CEQA and State Statues.

Please re-open the Final DEIR or the Reissued Final DEIR with full public review as mandated by CEQA. Please confirm receipt of this email.

Response H-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts

[5] The City's Fee Schedule can be found at this link: https://www.livermoreca.gov/departments/administrative-services/finance/fee-schedule.

related to air quality, hazards, and biological resources were included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how these topics were addressed in the EIR.

Project-specific analysis of air quality was included in Chapter 6 and Appendix B of the Draft EIR, including construction-period TACs on page 6-13 with minor revisions on pages 26-10 through 26-13 of the Re-Issued Final EIR. The non-attainment status of the air district was reported on pages 6-6 to 6-8 of the Draft EIR. Detailed project-specific modeling of the construction emissions and health risk (related to particulate matter and TACs or Toxic Air Contaminants) demonstrated these to be below significance thresholds established by the non-attainment air district, as summarized on Table 6.4 (page 6-10) and page 6-13 of the Draft EIR.

Hydrocarbon (oil) seepage was discussed on pages 11-2, 11-3, 11-6, 11-7 and 12-8 and associated Appendix F of the Draft EIR with minor revisions on pages 26-38, 26-39 and 26-41 of the Re-Issued Final EIR. The history of near-surface hydrocarbons and oil seeps in the vicinity was identified as a known concern in the Draft EIR (pages 11-1 to 11-3) believed to be related to the interaction between the movement of the naturally-occurring oil deposits in the geologic strata (oil-bearing Greenville Sands) and the seasonally-fluctuating groundwater table beneath the Bear Creek site where an oil seep is located. As indicated in the Draft EIR (page 11-3), "the geologic structure is not continuous from the Bear Creek site oil seep to the Project site and that therefore, it is unlikely that there are oil bearing Greenville Sands near-surface at the Project site. Supporting this conclusion, no evidence of near-surface oil or seepage was found at the Project site through site reconnaissance, surface borings, or deeper borings (down to 62 feet) performed at the Project site by ENGEO. However, oil seeps did not become apparent until five years after construction of the Bear Creek Development. Therefore, oil seeps may be expected to move laterally within one mile of the identified location or to rise to the surface within the next 5-10 years." While not found or considered likely at the Project site, the possibility of future oil seepage was acknowledged as a potential impact and the EIR concluded that the impact could be reduced to less than significant levels with implementation of the identified mitigation requiring additional field confirmation during grading with measures requiring design of underground utility and stormwater elements to prevent oil intrusion, additional measures to reduce potential seepage events if any oil is encountered (overexcavation, visqueen lining, and an oil/water separator), and funding for additional remedies should oil seepage occur in the future (Draft EIR pages 11-6 to 11-7). To the extent the comment raises hydrocarbon related incidents after the Re-Issued Final EIR, the City Engineer reviewed the comment and determined that the comment is not new information because the area has a known history of the presence of hydrocarbons and the Project includes mitigation measures and conditions of approval in the event hydrocarbons are encountered during construction and in the future. Please see the memorandum from the City Engineer included in Master Response 2 .

Flooding was addressed in Chapter 12 and associated Appendix G of the Draft EIR with minor revisions on pages 26-41 to 26-42 of the Re-Issued Final EIR. The EIR indicated that existing site soils are relatively impervious and precipitation falling on the site currently drains quickly in the form of surface flows, largely to the adjacent Altamont Creek. Hydrological analysis and design acknowledges and is intended to address even uncommon flooding conditions ("100 year" events), as detailed on pages 12-9 and 12-10 of the Draft EIR and page 9 of Appendix G. Proposed on-site stormwater treatment and collection elements include bio-retention on each lot and a detention basin at the southeast corner of the site. As indicated on page 12-9 of the Draft EIR, plan-level stormwater calculations demonstrated that the Project with proposed stormwater elements would not increase runoff from the site, and that detailed design-level hydraulic computations are required to confirm this as a standard construction permit requirement. The full hydrological assessment in the EIR (Appendix G) determined that the Project would not have a significant impact on the ability of the creek to contain flood waters and Project revisions further reduced the proposed development footprint (page 26-42 of the Re-Issued Final EIR). With the Project as proposed including stormwater treatment and collection elements, the impact with respect to flooding was determined to be less than significant. To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project's flood risk.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 23-2 to 23-5 of the Final EIR, and pages 26-13 to 26-28 of the Re-Issued Final EIR. Related discussion of site hydrology was addressed in Chapter 12 and Appendix G of the Draft EIR, pages 23-5 to 23-6 and Appendix J of the Final EIR, and pages 26-40 to 26-42 of the Re-Issued Final EIR. The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the Project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

The comment does not identify or otherwise provide evidence of specific species of concern though the comment indicates a connection between habitat and runoff as a concern. Evaluation of potential hydrological impacts to off-site wetlands and associated species was included in the EIR (Appendix G, Appendix J) and as summarized on page 24-12, "the Garaventa Wetlands Preserve

receives flows from nearly 645 acres of tributary watershed and that "…the minor changes to onsite drainage patterns proposed with the project will not result in significant impacts to the hydrology of the Garaventa Wetlands [Preserve].". To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project's flooding risk and impacts from runoff. To the extent the comment raises issues related to biological resources after the Re-Issued Final EIR, the City's commissioned expert biologist has independently confirmed in a memorandum included in Master Response 2 that there are no new listings in the CNDDB regarding endangered species and that changed or pending changes to listing status since the Re-Issued Final EIR are either already adequately addressed or can be addressed by a modest revision to Mitigation Measure Bio-9, which would not be considered substantial new information because it would not result in a new or worsened significant impact. Please see the memorandum from the biologist included in Master Response 2 and revised Mitigation Measure Bio-9 described in Master Response 2.

Letter I – Wes Eacret ad Emma Olenberger

Comment I-1 My partner bought our house on Knoll Ct. 9 years ago. The sale and development of Garaventa Hills was disclosed at that time. However, as you know, the plans have changed. One significant change was the removal of the vehicle bridge and the ingress/egress point onto Hawk Street along Altamont Creek Elementary School. This is the one item we would like to petition to have re-instated into the plans. The bridge was contested by immediate neighbors as being a traffic problem and removed from the plans. For the reasons outlined below, we would like to have it added back into the plans.

The landscape of the entire neighborhood has changed. In just the past two winters, we have seen firsthand how close flood waters (less than 1 foot) have come to cresting over the bridge at Laughlin and Altamont Creek thereby isolating everyone to the north. Climate change is getting worse and storms are getting stronger. An operational vehicle bridge (not one with bollards) at Hawk Street will serve as an additional exit route during times of disaster, whether flooding or fire.

Commute traffic has increased exponentially through the neighborhood. Altamont Creek Drive (which is a narrow and winding road) has taken on the extra burden of commuters using it as a cut-through and racing to and from Vasco Road and Laughlin Road. The traffic will continue to increase as more homes are built out in Tracy and to the North of us. We already feel like we are an island neighborhood and experience difficulty getting home. Do you really want to force the residents of Garaventa Hills to use those same roads instead of providing a bridge and more direct route to their homes? What about the future development of the bull pen at Northfront, Herman and Scenic Drive? Once that plot of land is developed, Northfront and Laughlin Roads will be highly impacted. Please help out our neighborhood by providing two points of access to Garaventa Hills.

Another pressure point I would like to point out for Altamont Creek Drive is during sporting season. As already mentioned, the road is curvy and narrow. During sports practice and games, the road becomes even more narrow with parked vehicles along the edges and children darting in and out between the vehicles. It is a serious safety issue.

Then there is the neighborhood of Bear Creek Drive. As residents on Knoll Court, we are concerned for not only the increased traffic on the road but also the speed at which vehicles will be traveling at coming from out of Garaventa Hills. Will there be any consideration for traffic calming efforts such as speed bumps or an added stop sign? We regularly observe children playing in the street on Bear Creek Drive and the surrounding courts. What consideration has been given to their safety?

We appreciate the opportunity to provide these insights and requests. Please strongly consider adding the vehicle bridge at Hawk Street back into the plan. While we understand this is private property and they have a right to develop, we would like to have our concerns voiced and taken seriously.

Response I-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment expresses support for a vehicle bridge at Hawk Street. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response.. Please see Master Response 1 regarding non-environmental comments and Master Response 2.

The project does not propose changes to the previously analyzed project. Environmental analysis of a vehicle bridge as part of the Project was included in the Draft EIR. Consideration of impacts without a vehicle bridge was included in Alternative B in the Draft EIR (Chapter 19), Chapter 22 of the Final EIR (no bridge at all), and Chapter 26 of the Re-Issued Final EIR (a pedestrian and emergency vehicle access bridge).

Letter J – Alicia Guerra, Lafferty Communities

Comment J-1 Please see attached comment letter.

Sent on behalf of Alicia Guerra.

[Content of the attachment follows]

Buchalter, a Professional Corporation, represents Lafferty Communities (“Lafferty”) with respect to its plans to develop the Garaventa Hills project in the City of Livermore (the “City”). The Garaventa Hills development project consists of 44 single-family homes on an internal looped circulation system with a pedestrian-only bridge across Altamont Creek (the “Project”). The Project today is the same Project the City previously evaluated and approved in 2019 and that has been the subject of litigation since then.

By way of background, Lafferty submitted its existing, deemed complete development project application dated September 8, 2017 for the Project, and the City determined that it was complete by June 27, 2018. After various rounds of

environmental review, the Livermore City Council certified the Garaventa Hills Project Environmental Impact Report ("EIR") and approved the Project on April 22, 2019. For the next three years, the EIR was challenged in court. In its July 2022 decision in Save the Hill Group v. City of Livermore (2022) (76 Cal.App.5th 1092) concerning the adequacy of the Project EIR, the First District Court of Appeal ("Court") upheld the adequacy of the Project EIR in all but one respect. The Court directed the City to revise the Project EIR to include information regarding the potential availability of funding for possible open space acquisition and preservation of the Project site in the EIR's No Project alternative analysis.

We appreciate the City's thorough analysis of this alternative in the recirculated Partial Draft EIR for the same Project (the "RPDEIR") so that the EIR includes information for the public's understanding about potential funding available for possibly acquiring the Project site as open space under Alternative A: the No Project/No Development Alternative. On behalf of our client we are submitting this comment letter regarding the RPDEIR analysis for the City's consideration to reiterate our client's position that Alternative A: No Project, No Development Alternative remains infeasible from the developer/applicant's perspective because, just as before, our client's residential Project would never be developed on the Project site under this alternative.

The RPDEIR satisfies the Court's direction to explain why the No Project, No Development Alternative was infeasible based on funding considerations.

When preparing an EIR, CEQA "'requires the public agency to consider feasible alternatives to the project which would lessen any significant adverse environmental impact. (§§ 21002, 21081; [citation].) One alternative is "no project." (See Guidelines, § 15126, subd. (d)(2) ["no project" alternative to be considered along with proposed project's environmental impact]; [citation].)' [Citation.]" (Planning & Conservation League v. Department of Water Resources (2000) 83 Cal.App.4th 892, 911 (Planning & Conservation League).) The responsibility to formulate alternatives lies with the lead agency, not with project critics. (Laurel Heights, supra, 47 Cal.3d at 406-07.) The City's range of project alternatives are subject to the "rule of reason." (CEQA Guidelines, § 15126.6, subd. (f).) An EIR need not consider an alternative…whose implementation is remote and speculative." (14 CCR 15126.6(f)(3).)

We reviewed the RPDEIR's additional information addressing Alternative A: No Project, No Development Alternative, and concur with the RPDEIR's analysis and conclusions that this alternative is infeasible due to an unwilling seller, the unavailability of funds to purchase the Project site even if there was a willing seller, the additional costs associated with an eminent domain process in the absence of a willing seller and the costs of addressing the State Housing Law "no net loss" policy requirements if the Project is rejected.

CEQA requires a "no project alternative" analysis to discuss what would be reasonably expected to occur in the foreseeable future if the Project were not approved.

CEQA Guidelines Section 15126.6(e) requires that the lead agency evaluate a "no project alternative." The City did that in the Project EIR. In its decision, the Court explained that the information provided in an EIR must "reflect the analytic route the agency traveled from evidence to action." (Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, 1108.) The Court found the EIR should have included a discussion of the potential for funding a City acquisition of the Project site. (Id. at p. 1112-13.)

Consistent with the Court order, the RPDEIR Alternative A: No Project, No Development alternative analysis provides more detail about why funding is not available for the City to acquire and preserve the Project site as open space. We agree with the RPDEIR's exhaustive discussion of the possible sources of funding to acquire the Project site under the No Project Alternative just as the Court requested. This includes: use of the Altamont Landfill Open Space Fund, the Dougherty Valley Settlement Agreement, and other open space funding sources, including a Transferable Development Credits Fund, Open Space Acquisition and Management Fund, and General Funds using a ballot initiative. (RPDEIR, pp. RP3-5—13.) None of these sources, if they could be applied to the Project site (which they can't), are sufficient to fund the very sizable cost of acquisition of the Project site as open space. The RPDEIR's analysis here reflects the analytic route that the City took in rejecting the No Project Alternative, including why the eminent domain and rezoning process rendered conservation of the Project site infeasible.

The RPDEIR's analysis of the information further explains to the public why funding is not available to acquire the Project site as open space, and why this No Project, No Development Alternative would not be considered potentially feasible based on economic considerations. The RPDEIR demonstrates in a manner consistent with CEQA's requirements and the Court's decision the reasons why acquisition of the Project site as open space remains infeasible.

Alternative A: No Project, No Development Alternative is Still Infeasible based on a balancing of CEQA's feasibility factors.

An EIR alternatives analysis must be "guided by the doctrine of feasibility." (Citizens of Goleta Valley v Board of Supervisors (1990) 52 Cal.3d 553, 565.) CEQA requires alternatives evaluated in an EIR to "feasibly" attain the basic project objectives. (CEQA Guidelines § 15126.6(a).) "Feasible" is defined as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors," as well as legal factors. (Pub. Res. Code, § 21061.1; CEQA Guidelines, § 15364.) Factors to take into account when evaluating feasibility include "site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries . . ., and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site." (CEQA Guidelines, § 15126.6(f)(1).) Alternatives must be evaluated based on their feasibility and should be rejected if determined to be infeasible based on any of the aforementioned factors. (See Marin Mun. Water Dist. v. KG Land Cal. Corp. (1991) 235 Cal.App.3d 1652, 1665-66 (demonstrating the analysis sufficient for rejecting infeasible alternatives1).)

We note that the City's task under CEQA was to identify a range of alternatives that will satisfy basic project objectives while reducing significant impacts. Alternatives that are not at least "potentially feasible" typically are excluded at this initial stage because there is no point in studying alternatives that cannot be implemented or that will not succeed. (See §15126.6(a); see also South County Citizens for Smart Growth v County of Nevada (2013) 221 Cal.App.4th 316, 327; Mount Shasta Bioregional Ecology Ctr. v County of Siskiyou (2012) 210 Cal.App.4th 184; Sierra Club v County of Napa (2004) 121 Cal.App.4th 1490, 1504 n5; Mira Mar Mobile Community v City of Oceanside (2004) 119 Cal. App.4th 477, 489.)

From Lafferty's perspective, even if funding were available for this alternative, the No Project, No Development Alternative is infeasible based on a balancing of the very factors CEQA requires be considered when determining the feasibility of an alternative in an EIR (see e.g,. CEQA Guidelines §15364; California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App. 4th 957, 1001). First, even before considering environmental, social, technological and legal considerations, acquiring the Project site to preserve it as open space does not meet our client's most basic project objective to develop housing on the Project site.

Secondly, with respect to the social and legal considerations regarding the determination of feasibility, the City is required legally to fulfill its obligations to develop 44 homes on the Project site in accordance with the Livermore General Plan and Zoning Ordinance long since in effect in order to comply with its obligation under State Housing Laws. Simply put, preserving the Project site as open space does not comply with the State Housing Accountability Act and the 2019 Housing Crisis Act. This is not a cost issue; it is a legal issue.

Finally, even if the Project site were acquired and preserved for open space purposes, the RPDEIR explains on page 3-7 and 3-8 that the City's review and analysis concluded in the RPDEIR that the Project site was not within the top 100 parcels for land conservation prioritization. Using funds for this site would deprive the City of the ability to use those monies for properties the City has deemed much more worthy of preservation. Thus from an environmental perspective, preserving this site as open space may not accomplish City goals such as the preservation of open space habitat of significance. And if the City were to proceed with acquisition of the Project site, the available open space funds would be exhausted, such that funds would need to be raised or the City would need to rely on the City's General Fund in order to maintain and manage the Project site after acquisition (See RP p. 3-12).

For these reasons, we respectfully request that the City confirm in its CEQA findings and Project approval findings that Alternative A: No Project, No Development Alternative was infeasible before and it remains an infeasible option with respect to the future of the Project site. As the RPDEIR demonstrates, even if Alternative A: No Project, No Development Alternative were viable because the City had enough money to acquire the Project site as open space (which there is not according to the available information in the RPDEIR and the administrative record), this alternative is infeasible. The purpose of the Project is not to preserve the Project site as open

space, but to build much needed housing consistent with the City's General Plan and Zoning and State Housing Laws.

We look forward to the Planning Commission and City Council's deliberations concerning the RPDEIR and the Project approvals for the development of the Garaventa Hills Project site in the very near future. Thank you for considering our comments.

Response J-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment presents the applicant team's opinions on the Project and EIR. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. Please see Master Response 1 regarding non-environmental comments.

Letter K – Michelle Mitchell and Paul Maciolek

Comment K-1 This email is to serve as our comments on the RP Draft EIR for the Garaventa Hills project.

For over thirteen years, the community surrounding the Garaventa Hills project has been outspoken in the opposition to this project and continue to contest the project's approval. Below are our specific issues.

- The City has not made any serious attempts to the no-project alternative
- We were told when we bought our house, the Hill would not be developed
- The EIR for the project is 10 years old. This must legally be addressed with updated reports and on-site analysis.

Thank you for your time, and for keeping us informed on the progress. We look forward to working with you and the City regarding this project.

Response K-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment expresses opposition to the Project. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. Please see Master Response 1 regarding non-environmental comments.

The comment also addresses topics outside the scope of the RP Draft EIR. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. Please see Master Response 2.

Any promise made by an unspecified entity that the Project site would remain open space is outside the scope of the RP EIR. Please see Master Response 2. The Final EIR responded to a similar comment by explaining that "the Project site has had residential land use designations for over 25 years… The site is currently within the City limits and North Livermore Urban Growth Boundary and remains identified as a

site for residential development in the City's General Plan." Please see response to Comment I-1 on p. 24-46 of the Final EIR. The RP Draft EIR further specified on page RP3-14 that, "The Project site has been designated for residential uses since at least the 1976 Livermore General Plan, including in the Maralisa plan."

Letter L – Bianca Covarelli

Comment L-1 The Court ordered the City Council set aside the RFEIR and the approval of the project therefore there are no elements of the DEIR or the FEIR or Reissued Final DEIR in force. They were tossed out and a new EIR is required. There is new information since the 2014 EIR. The approved 2019 RFEIR is now outdated and new information is required to be analyzed. There is no valid EIR and the report and updated surveys and updated comments in the matter with full public review is in order based on new information.

New Information:

1. Recent Flooding Within the Last two Years caused heavy, high flow of the Altamont Creek resulting in flooded homes downstream and Springtown causing significant environmental impacts that require new hydrological studies. (I have video of these events.)

2. Should any alteration of the Hill cause non-pervious surfaces, additional flow risk into Altamont Creek and surrounding Garaventa Wetland areas causing serious flood and environmental impacts.

3. WRECOs 2012 analysis states hydro model approximately 150 feet downstream of the existing N. Vasco Road bridge over Altamont Creek. The downstream flooded area extended 7100 feet beyond that point. The previous DEIR is inaccurate that there would be no impacts in other areas of flood risk.

4. The final EIR must determine without a doubt no flood risk during extreme weather events

5. Climate change is causing significant weather events and we've seen flooding on Laughlin Road from Altamont Creek rise onto the bike path and over Laughlin Road heavy water flow and flooding.

6. Significant Oil Seepage within and on Bear Creek that was not included in the previous EIR. Those oil leak events happened twice at the base of the Garaventa Hill. That information should be included in the EIR for this project; current analysis and past events should be included. These events indicate severe environmental impacts. I have met with an expert hydrogeologist who has pertinent new information regarding the geohydrology in the area. Said current, updated onsite surveys and reports should be conducted by reputable, non-biased environmental consultants.

7. New information regarding Endangered Species. The information on the old EIR is dated 2014. There is significant information about the loss of Burrowing Owls, for example, in the area and if the only Burrowing Owls exist on the Garaventa Hill,

then permits would not be issued to take. There's no onsite surveys and they are required by law. I have had several communications with an environmental wildlife biologist and ecologist who have PhDs in their field of expertise and know the Garaventa Hill and surrounding area extremely well. I request these experts be allowed to provide current surveys and reports to accurately report the presence of the Burrowing Owls, the San Joaquin Kit Fox, the CTS, the red-legged frogs, the VPFS, the Livermore Tarplant, and a project's environmental impacts on the hydrology and its effects on the alkali sink, vernal pools and the Altamont Creek.

8. The No Project Alternative requirements by CEQA indicate that communications with the Landowners offering a market value rate for conservation is required prior to communication with a developer. The City is required to make a fair market value offer. The Representative for the landowners, Lisa Quisito, stated their selling price was $3.5 million. There are conservation trust funds available to cover that purchase price. May I add, the City has representatives who vote on the access and use of those funds. It may be a conflict of interest when the City reps prefer to build rather than conserve. The landowners are willing sellers with a respectable offer.

9. New Information on California Wildfires. Since 2019 when the City approved the project and finalized the previous EIR, the State of California has undergone extreme wildfires. All of California is under extreme fire danger. CEQA requirements require thorough analysis of these conditions and locations.

10. I spoke with an environmental botanist from the area. The onsite surveys for protected flora and special status flora is very specific per CEQA. Five onsite surveys are required and that was not done in the previous EIR. The Livermore Tarplant and several other very critical species live on and around the base of the hill and their presence and onsite surveys are required by CEQA

There's a plethora of items on the list that would lead a reasonable Civic Body to reject this project. In addition, the lengthy list previously mentioned per CEQA requires a retrigger of an EIR.

I would request the environmental wildlife biologist, ecologist, Botanist and hydrogeologist I have previously mentioned be contracted with the City to provide accurate and current surveys to be included in the Lamphier-Gregory EIR.

Response L-1 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment mentions topics outside the scope of the RP Draft EIR. Please see Master Response 2. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. A full discussion of the Project's impacts related to hydrology, hazards, biological resources, and wildfire were included in the EIR and the RP EIR was not required to re-open the EIR's analyses. The following information is provided to indicate where and how these topics were addressed in the EIR.

Flooding was addressed in Chapter 12 and associated Appendix G of the Draft EIR with minor revisions on pages 26-41 to 26-42 of the Re-Issued Final EIR. The

EIR indicated that existing site soils are relatively impervious and precipitation falling on the site currently drains quickly in the form of surface flows, largely to the adjacent Altamont Creek. Hydrological analysis and design acknowledges and is intended to address even uncommon flooding conditions ("100 year" events), as detailed on pages 12-9 and 12-10 of the Draft EIR and page 9 of Appendix G. Proposed on-site stormwater treatment and collection elements include bio-retention on each lot and a detention basin at the southeast corner of the site. As indicated on page 12-9 of the Draft EIR, plan-level stormwater calculations demonstrated that the Project with proposed stormwater elements would not increase runoff from the site, and that detailed design-level hydraulic computations are required to confirm this as a standard construction permit requirement. The full hydrological assessment in the EIR (Appendix G) determined that the Project would not have a significant impact on the ability of the creek to contain flood waters and Project revisions further reduced the proposed development footprint (page 26-42 of the Re-Issued Final EIR). With the Project as proposed including stormwater treatment and collection elements, the impact with respect to flooding was determined to be less than significant. To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project's flood risk.

Hydrocarbon (oil) seepage was discussed on pages 11-2, 11-3, 11-6, 11-7 and 12-8 and associated Appendix F of the Draft EIR with minor revisions on pages 26-38, 26-39 and 26-41 of the Re-Issued Final EIR. The history of near-surface hydrocarbons and oil seeps in the vicinity was identified as a known concern in the Draft EIR (pages 11-1 to 11-3) believed to be related to the interaction between the movement of the naturally-occurring oil deposits in the geologic strata (oil-bearing Greenville Sands) and the seasonally-fluctuating groundwater table beneath the Bear Creek site where an oil seep is located. As indicated in the Draft EIR (page 11-3), "the geologic structure is not continuous from the Bear Creek site oil seep to the Project site and that therefore, it is unlikely that there are oil bearing Greenville Sands near-surface at the Project site. Supporting this conclusion, no evidence of near-surface oil or seepage was found at the Project site through site reconnaissance, surface borings, or deeper borings (down to 62 feet) performed at the Project site by ENGEO. However, oil seeps did not become apparent until five years after construction of the Bear Creek Development. Therefore, oil seeps may be expected to move laterally within one mile of the identified location or to rise to the surface within the next 5-10 years." While not found or considered likely at the Project site, the possibility of future oil seepage was acknowledged as a potential impact and the EIR concluded that the impact could be reduced to less than significant levels with implementation of the identified mitigation requiring additional field confirmation during grading with measures requiring design of underground utility and stormwater elements to prevent oil intrusion, additional measures to reduce potential seepage events if any oil is encountered (overexcavation, visqueen lining, and an oil/water separator), and funding for additional remedies should oil seepage occur in the future (Draft EIR pages 11-6 to 11-7).

To the extent the comment raises hydrocarbon related incidents after the Re-Issued Final EIR, the City Engineer reviewed the comment and determined that the comment is not substantial new information because the area has a known history of the presence of hydrocarbons and the Project includes mitigation measures and conditions of approval in the event hydrocarbons are encountered during construction and in the future. Please see the memorandum from the City Engineer included in Master Response 2.

Biological resources were addressed in Chapter 7 of the Draft EIR with minor revisions on pages 23-2 to 23-5 of the Final EIR, and pages 26-13 to 26-28 of the Re-Issued Final EIR The EIR states that the currently undeveloped site consists primarily of non-native annual grasslands, which while common throughout the region, can be used by various special-status species. The Project would also include construction of a pedestrian and emergency access bridge across a creek channel. The EIR concludes that the potentially significant impacts from development of the Project on biological resources would be less than significant with mitigation. Impacts from potential construction-period disturbance and the permanent change of the site to residential development would be reduced through required pre-construction surveys to assess for sensitive species closer to construction activities, protections to avoid direct or indirect construction impacts as feasible depending on habitat or species, coordination with regulatory agencies as appropriate (US Fish and Wildlife Service and/or California Department of Fish and Wildlife), and offsite compensatory habitat.

The comment does not identify or otherwise provide evidence of specific species of concern. Evaluation of potential hydrological impacts to off-site wetlands and associated species was included in the EIR (Appendix G, Appendix J) and as summarized on page 24-12, “the Garaventa Wetlands Preserve receives flows from nearly 645 acres of tributary watershed and that “…the minor changes to onsite drainage patterns proposed with the project will not result in significant impacts to the hydrology of the Garaventa Wetlands [Preserve].” To the extent the comment raises issues related to flooding after the Re-Issued Final EIR, the City Engineer has reviewed the comment and determined that the comment is not substantial new information. Please see the memorandum from the City Engineer included in Master Response 2 addressing the Project’s flooding risk and impacts from runoff. To the extent the comment raises issues related to biological resources after the Re-Issued Final EIR, the City’s commissioned expert biologist has independently confirmed in a memorandum included in Master Response 2 that there are no new listings in the CNDDB regarding endangered species and that changed or pending changes to listing status since the Re-Issued Final EIR are either already adequately addressed or can be addressed by a modest revision to Mitigation Measure Bio-9, which would not be considered substantial new information because it would not result in a new or worsened significant impact. Please see the memorandum from the biologist included in Master Response 2 and revised Mitigation Measure Bio-9 described in Master Response 2.

Wildfire was addressed on pages 11-7 to 11-8 of the Draft EIR with minor revisions on pages 26-39 to 26-40 of the Re-Issued Final EIR. The EIR concludes that the project is not in a high-risk wildfire area (what would be called a Very High Fire Hazard Safety Zone or VHFHSZ by Cal Fire) and would comply with the City's Wildland-Urban Interface Code requiring the defensible space and fire-retardant materials. Therefore, the impact related to wildfire would be less than significant. Under current CEQA Standards (CEQA Guidelines Appendix G, Section XX), a project is considered to have a potentially significant impact under CEQA requiring more detailed analysis if the project site is classified as a VHFHSZ. According to current mapping,[6] it remains the case that the Project is not located in or near VHFHSZ areas, the closest of which are over 4 miles away to the northwest or southwest. .

This comment also addresses purchasing the site. Please see Master Response 3 regarding available funds and Master Response 4 regarding a willing seller and purchase price.

Planning Commission Hearing Verbal Comments

Comment PC-1 **[Doug Mann]** I am Secretary for Citizens for Balanced Growth. CEQA has provisions to retrigger an EIR when certain new information is obtained about an environmentally damaging project. So, we'll be starting all over again, and continuing for as many years as it takes, extending far beyond the NDA. Although the result of tonight's meeting will just contribute to a reverse loop on the CEQA flow chart, receiving comments might still do some good.

Let's concentrate on the weirdest part of this whole thing, which is the interaction with the trustee, Lisa Quisito. The staff report claims that Quisito is not a willing seller. We put this expression into the DBSA when we settled the lawsuit to prohibit eminent domain purchases. Quisito is a willing seller and actively engaged in the process of selling this asset under self-imposed restrictive terms. Her preferred buyer, Lafferty, has refused to buy for 13 years. Quisito claims they are restricted by contract to sell only to Lafferty. What she doesn't say is it's an option contract. Lafferty paid them to not sell to anyone else. But it's also not perpetual, but one that renews on a regular basis. In the renewal periods, she can sell to anyone. February 2nd, Livermore offered $868,000. Quisito's February 5 reply defines their selling price as $3.5 million. Staff paradoxically followed up February 29th with an offer for $1.74 million. This offer was designed to fail. Other than to mock, aggravate and waste the owner's time, what possible purpose did that serve? They could've responded if the City offered $3.5 million, if you were not under another contract, would you consider it, for example. We don't know how many other insults Quisito may have endured over the years but one might wonder if this sort of thing explains the accelerated tone of resentment in her letters.

Here's where you can help. Although you're not required to take any action, you do have the option to help cut through the fog. Ask your staff to engage a professional

[6] Cal Fire, Fire Hazard Severity Zone Viewer, displaying adopted Fire Hazard Severity Zones effective April 1, 2024. Available at https://experience.arcgis.com/experience/03beab8511814e79a0e4eabf0d3e7247/

mediator, a neutral party who may be able to find solutions to the fractured relationship between the City and the seller. As an EIR expense, the developer will even pay for it. You could also request your staff talk to an actual real estate agent to represent the City. It costs nothing and there's no better way to consummate a real estate deal than to give marching orders to a motivated professional. Both of these activities can occur in parallel. Again, you are not required, but if you do nothing tonight except passively receive comments, (buzzer), I'm done. One has to wonder, what you as public servants are actually doing to help.

The RP Draft EIR remains inadequate.

Response PC-1 Thank you for your comment. This commenter also submitted written comments identified as Letter G. These comments are noted and will be considered by City decisionmakers. Please see Response G-1.

This comment mentions "starting over" with the environmental analysis. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. Please see Master Response 2.

This comment also addresses the purchase of the site. Please see Master Response 4 regarding a willing seller and purchase price.

Comment PC-2 **[Bianca Covarelli]** Good evening. I'm sorry I can't stand. I literally had knee surgery four days ago, but this is a very important topic to me. My name is Bianca Covarelli and I say (inaudible). I appreciate your time this evening and very much for your dedication and hard work for all of your planning for our beautiful town of Livermore. It's very special to me.

Initially, I'd like to state for the record and remind City staff that we do have a right to make comments tonight on the Draft EIR and to direct it to limit comments to strictly funding is misinformation and this is why, I argue that significant new conditions and new information have come up over the last few years that will retrigger the requirements that amend the EIR and recirculate. The City's project page has 2014 Final EIR and 2018 reissued Final EIR. Most of the reports are from 2014. The only difference between the two projects was density of the development, no new studies. The reports in the Final EIR are quite old. The City lost a prejudicial legal judgement that required the City to set aside certification of the RFEIR and the approval of the project.

What they didn't mention is that they hand wrote a letter to the California Supreme Court in association with other building communities. And the California Supreme Court came back and said after the City of Livermore requested that the ruling be tossed out from the Appellate Court ruling, and the California Supreme Court said this, 'Not only are we upholding this precedential ruling, but you are no longer allowed to appeal this ruling'. So, that says a lot. And maybe there are issues about this that didn't come out in the courts because this other issue is so important. So, I'd just like you to consider that.

Over the last few years I have been diligent in research and committed to consulting with experts on the pertinent issues, new information and conditions regarding this special hearing. There are many, many studies by those experts being prepared now. The process isn't quite complete as to what will be in the record yet but comment submissions will be made prior to the September 13 deadline. The environmental consultant may be overwhelmed with the plethora of new information and additional work that may be required to be performed.

Regarding the funding issue, we can all agree the second courts precedential ruling wherein they vacated EIR and the project, we can agree that the valuation of the land declined significantly. The comment made about the current valuation of the hill being $18 to $20 million is beyond erroneous. Misinformation and a possible attempt at hindering informed decision making and public perception.

The question is the City in good faith honoring the Court's decision that on a piece of land is so environmentally sensitive and rare, it's a very new diversity and there's nothing like it anywhere else in our state. Conservation should be considered and that's what the Court said. I was at the hearing when they said it.

The property was listed at various times since 2017. The listing price in 2017 was $4.9 million. The City's recent offer of over $800,000 and then $1.7, it wasn't a fair market value offer. No wonder the land owners rejected it. That's why they're being considered an unwilling seller. They're clearly a willing seller. The City contends the landowners are not willing to sell. I feel that if a bonifide fair market value offer was offered, they're a reasonable seller, they would consider it.

This gloss by the City and the courts was an exit to that option that Lafferty's holdings on this property. Do the land owners know that? Do they know that there's funding available to purchase? I request tonight that you, the Planning Commission, take to heart the magnitude and the time spent on this proposed project. It's been over 12 years and I can personally attest to that, I've been involved. I could recommend that you send this back to staff and demand preparation of an accurate, proper, updated and current EIR. Thank you so much for your attention.

Response PC-2 Thank you for your comment. This commenter also submitted written comments identified as Letter L. These comments are noted and will be considered by City decisionmakers. Please see Response L-1.

This comment mentions analysis outside the scope of the RP Draft EIR. The Court of Appeal upheld the adequacy of the EIR on all issues other than the No Project Alternative. Please see Master Response 2.

This comment mentions funds and price for the purchase of the site. Please see Master Response 3 regarding the available funds and Master Response 4 regarding a willing seller and purchase price.

Comment PC-3 **[Vladimir]** I'm going to sit too since you guys are all comfortable. For one, I think you should have let her speak all the way through because she underwent surgery as she said four days ago and she is Save the Hill and I think what she has to say is

pretty important. I don't think there is any reason to be concerned over the one minute that she takes. I just had to say, you know I drove her here myself and she is clearly committed. The other thing I'd like to say is hello to my old friend Steve Stewart. I remember when we were at the Garaventa meeting together a few months ago. My impression was that you were dreading that meeting and I don't blame you because it was very long and drawn out and I'm surprised to see you're back. I think what that says is that everybody's got a price. Right? And in this case it was worth it for you to come back talking.

On the topic of that, the main, your whole argument seems to rest on the idea that the land owner is not a willing seller and as Doug and Bianca pointed out earlier, it's bogus because they're trying to build as many homes as possible on this land for ten years now and working with the developer. These people are trying to make money. The reason they are not a willing seller to the City is because you ridiculed them with $800,000.

The other thing that I found interesting actually in the reports, since we're discussing a no project alternative, I thought you should mention how much the land is worth. Do you know how much it's worth? I know they said it earlier but do you know? At this point, as the City because a few months ago you told me it was $15-20 million. As Bianca said, there's some text in CEQA that I was reading earlier but something about informed decision making and public participation. And I think that what you lie about how much the land is worth even though you have letters from the landowner, I mean this data is easy to find. And you get this $15-20 million number and people believe you because you have the power of authority, I think you're misusing it. So anyway, this no willing seller argument is false because hypothetically speaking if you throw $100 million at them I bet they would change their tune, right. So it's just a matter of money. If you make a fair offer, then they will sell it. They're probably as tired of this as anybody else, of this masquerade that's been going on. I guess that's it. I'm trying to practice not writing any notes so that I get better at public speaking but I might have forgotten a few things. That's okay.

Response PC-3 Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment presents support for another commenter and opinions related to City staff. These comments do not state a specific concern related to the adequacy of the RP EIR and do not require a detailed response. Please see Master Response 1 regarding non-environmental comments.

This comment mentions analysis outside the scope of the RP Draft EIR. The Court of Appeal upheld the adequacy of the EIR on all issues other than the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. Please see Master Response 2.

This comment addresses the purchase of the site. Please see Master Response 4 regarding a willing seller and purchase price.

Comment PC-4

[Connie Kopps] Hi. I'm here about 5.1 and it's not clear in the beginning but it will be clear as I read on. On public hearing Item 5.1, 13-005. Our City is unclear with its general planning for all of Livermore and lands it's preserving. There is an opportunity __ to all living in this area as the boundaries of who is responsible for what with land owners and shell companies, makes getting clear maps and any questions answered with honesty impossible. It is my firm belief that a General Plan with Zoning should be clear and concise so that all districts together can view it in its entirety as all are affected by what you do and what you approve. It's impossible to get honest input without that, without that, without the big picture.

I do think also that this land, because it's got a B after it, the parcel number is like 99B, that it is entitled to something. When I called the County about, I think it was that parcel, they couldn't tell me for some reason who owned it prior to them. They said that wasn't public record. So, I don't know why and I might have messed up something too. But I really do think it's important to go over with your whole community the past history and why things were preserved and again update your planning to include modern day thoughts. Even when like Public Works is coming to my HOA in the other part of Spring Town when Darrell Greenwood was telling everybody in my HOA that the City owned our property and the golf course was still going, so the dynamics around it have also changed and there's an opportunity cost for those other people who also might want to propose some kind of building to you. So try to be fair. I say, take your districts, divide your housing allocation by the number of districts and at least try to balance it out. I don't think that Midtown, we've gotten onto another subject here so I'll stop. Thank you for taking what I said into consideration. I really appreciate it. Thank you.

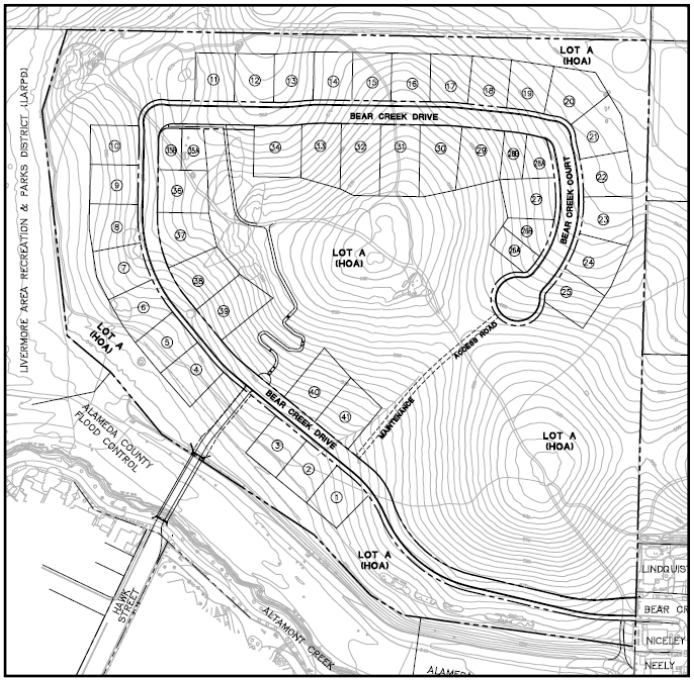
Response PC-4

Thank you for your comment. This comment is noted and will be considered by City decisionmakers. This comment addresses a desire for clarity with General Plan and Zoning of a site. This comment does not state a specific concern related to the adequacy of the RP EIR and does not require a detailed response. Please see Master Response 1 regarding non-environmental comments.

GARAVENTA HILLS PROJECT

Recirculated Partial Draft Environmental Impact Report

SCH No. 2011112045



LIVERMORE CALIFORNIA

City of Livermore
Planning Division
1052 South Livermore Avenue
Livermore, CA 94550

July 2024

LAMPHIER - GREGORY
URBAN PLANNING, ENVIRONMENTAL ANALYSIS & PROJECT MANAGEMENT | 510.535.6690

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RP1

RP Draft EIR Introduction

Purpose of the EIR and Recirculated Partial Draft

The California Environmental Quality Act and the Guidelines promulgated thereunder (together "CEQA") require an Environmental Impact Report (EIR) be prepared for any project which may have a significant impact on the environment. An EIR is an informational document, the purposes of which, according to CEQA are "to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project."

As discussed in more detail under the Background heading below, prior EIR documents evaluated the potential environmental impacts that may be associated with the Garaventa Hills Project ("Project") in Livermore, California. The Project proposes a 44-unit single-family residential subdivision on a vacant, approximately 32-acre site. A westerly extension of Bear Creek Drive would provide access to the internal residential street circumscribing the site's two prominent knolls. Proposed single-family detached lot sizes range from 8,740 to 13,160 square feet, with homes between 2,390 to 3,150 square feet in size, excluding garages. Lots and roadways would comprise approximately 40 percent of the site, with the remaining land reserved for open space buffers on the site's edges, undeveloped knolls with pedestrian trails, and a storm water detention basin with outfall pipe to Altamont Creek. A homeowner's association would be responsible for the maintenance of the private street, detention basin, project landscaping, and all open space areas (including trails). The informal trails currently found on the privately owned knolls would be formally designated for public access. A community facilities district would fund maintenance of the emergency vehicle access (EVA), pedestrian, and bicycle bridge. As a development project within city limits, the "lead agency" for environmental review of the proposed Project under CEQA is the City of Livermore.

This document is a Recirculated Partial (RP) Draft EIR pursuant to CEQA Guidelines Section 15088.5 (relevant subsections excerpted below):

> *(a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR for public review under Section 15087 but before certification…*
>
> *(c) If the revision is limited to a few chapters or portions of the EIR, the lead agency need only recirculate the chapters or portions that have been modified.*
>
> *(f)(2) When the EIR is revised only in part and the lead agency is recirculating only the revised chapters or portions of the EIR, the lead agency may request that reviewers limit their comments to the revised chapters or portions…*
>
> *(g) When recirculating a revised EIR, either in whole or in part, the lead agency shall, in the revised EIR or by an attachment to the revised EIR, summarize the revisions made to the previously circulated draft EIR.*

"Recirculation" means that the public is provided an opportunity to comment on the new or revised sections of the Draft EIR.[1] As authorized under Section 15088.5(c), this document is only a "partial" recirculation of the previously circulated Draft EIR; its content is limited to the portions of the original Draft EIR that have been modified, consistent with State law (CEQA Guidelines Section 15088.5[c]). In accordance with the Court of Appeal holding in Save the Hill Group v. City of Livermore,[2] the recirculated portion of this document solely focuses on discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development. There are no other changes to the information or conclusions in the prior EIR documents. Recirculation of an EIR to address a specific issue is not grounds to revisit other issues addressed in the prior analysis. As discussed under the Environmental Review Process header below, the reader should refer to the previously circulated Draft EIR, Final EIR, and Re-Issued Final EIR (as described below) for the parts that are not included in this RP Draft EIR.

Background

Prior EIR Documents

The City of Livermore circulated a Draft EIR for the Project in November 2012 (SCH#2011112045) for public review and comment and public comment was received between November 18, 2012, and December 26, 2012. The City received public comments on the Draft EIR and prepared a Final EIR that was released to the public in June 2014. The applicant then revised the Project to be consistent with the Reduced Density Alternative analyzed in the Draft EIR. To document the changes in the Project that reflected the Reduced Density Alternative and to evaluate the impacts of those changes, the City prepared a Re-Issued Final EIR that was released to the public for review in August 2018. Together, the Draft EIR, Final EIR, and Re-Issued Final EIR are referred to in this document as the "prior EIR documents". The Re-Issued Final EIR was certified by the Livermore City Council on April 22, 2019, and the City Council approved the Project as a 44-unit single family subdivision.

Copies of the prior EIR documents listed above are incorporated by reference and are available for review during normal business hours at the Livermore Planning Division, 1052 South Livermore Avenue, Livermore Public Library Main Branch, 1000 South Livermore Avenue, and on the City's website at https://www.livermoreca.gov/departments/garaventa-hills-project.

Legal Challenge and Decision

On May 23, 2019, Save the Hill Group, a group of residents, filed a lawsuit challenging the City's certification of the EIR and approval of the Project. The Superior Court of the County of Alameda denied Save the Hill Group's challenge. Save the Hill Group appealed, and the Court of Appeals reversed the Superior Court's decision. The appellate court ruled that the EIR was inadequate because the EIR failed to include information regarding the potential availability of funding for open space acquisition and preservation of the Project site in the no project alternative analysis.[3]

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[1] CEQA Guidelines Sections 15088.5(c)-(d).

[2] Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000

[3] Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000

In accordance with the appellate court's order in November 28, 2022, the Livermore City Council rescinded certification of the EIR and approval of the Project.

The applicant has exercised their right to bring the Project back for review by the City, which requires revising the EIR to address the inadequacy identified by the Court of Appeal.

Environmental Review Process

The RP Draft EIR will be available for a 45-day public review period, from July 30, 2024 through September 13 2024. During the review period for this RP Draft EIR, interested individuals, organizations, and agencies may offer their comments on the document. The comments received during this public review period will be compiled and presented together with responses to these comments in the RP Final EIR. This RP Draft EIR, together with the RP Final EIR and the prior EIR documents will constitute the complete EIR for the proposed Project.

Comments should be submitted in writing during the public review period to:

Steve Stewart, Special Projects Coordinator
City of Livermore
Planning Division
1052 South Livermore Avenue
Livermore, CA 94550
925-960-4468
SCStewart@livermoreca.gov

This RP Draft EIR focuses only on additional discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development. Only comments received on this RP Draft EIR that address the topic included in this RP Draft EIR will be responded to in the RP Final EIR, per CEQA Guidelines Section 15088.5(f)(2).

Summary of Revisions to the Draft EIR

In the discussion of the No Project, No Development Alternative, the Draft EIR indicated that it was not necessarily feasible to assume the site would remain undeveloped in the long term because the Project site is zoned for residential development and there was no proposal by the City or other party to purchase or otherwise preserve it. The court ruled that the analysis of the No Project, No Development Alternative was inadequate because it failed to include information about existing funding sources that could possibly be used to purchase the Project site and conserve it as open space. Open space funds from Altamont Landfill Settlement Agreement and Dougherty Valley Settlement Agreement are two funding sources specifically mentioned in the decision.[4]

Consistent with the court's decision, this RP Draft EIR is limited to recirculation of the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative, such as the Altamont Landfill Settlement Agreement Fund, Dougherty Valley Settlement Agreement Fund, as well as other potential sources.

[4] Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000

This RP Draft EIR adds or revises the following chapters from the Draft EIR:

DRAFT EIR		**RECIRCULATED PARTIAL DRAFT EIR**
Not applicable	addition of	Chapter RP1: *RP Draft EIR Introduction*
Chapter 2: *Executive Summary*	partial update	Chapter RP2: *RP Draft EIR Executive Summary*
Chapter 19: *Alternatives*	partial update	Chapter RP3: *RP No Project Alternative – Potential Funding Sources*
Not applicable	addition of	Chapter RP4: *RP Draft EIR Report Preparers and References*

There are no other revisions being made to the prior EIR documents. An Executive Summary has been included in this RP Draft EIR (Chapter RP2) to provide an easy reference to the Project description and summarize the recirculated elements of the Draft EIR. Again, while the Executive Summary provides a brief reference to information from the prior EIR documents, the only revisions in this RP Draft EIR are to the discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development.

RP2

RP Draft EIR Executive Summary

Summary of the Project History

The applicant submitted a development application to the City in 2011 and the Project was evaluated in the 2012 Draft EIR. The applicant made subsequent revisions to the application that were evaluated in 2014 and 2018 EIR documents summarized below:

2012 Draft EIR – included environmental analysis of a project that proposed 76 residential units and a vehicular bridge connecting to Hawk Street. The Draft EIR considered all environmental topic areas, evaluated the Project impacts, and identified two alternatives to the project.

2014 Final EIR – responded to comments on the Draft EIR and presented information to conclude that a revised project proposing 47 residential units and no bridge over Hawk Street was covered by the prior 2012 EIR analysis.

2018 Re-Issued Final EIR - presented information and analysis to conclude that a revised project proposing 44 residential units and a pedestrian bridge connection to Hawk Street was within the prior analysis and updated responses to comments as necessary to reflect the revised 44-unit project.

In December 2018, the Planning Commission considered the Project and voted unanimously to recommend the City Council certify the EIR and approve the Project.

In April 2019, the Livermore City Council certified the EIR and approved the Project.

In May 2019, a lawsuit was brought by Save the Hill Group, a group of residents, challenging the City's certification of the EIR and approval of the Project.

In September 2020, the Superior Court for the County of Alameda denied the Save the Hill Group’s lawsuit, finding 1) they failed to exhaust their administrative remedies regarding their claims that the no-project alternative analyzed in the EIR was inadequate, and 2) denying the remainder of their claims that the EIR was inadequate. The Superior Court rejected all challenges to the EIR’s impact analysis.

In March 2022, the Court of Appeal of the State of California ruled that the EIR was inadequate because it failed to include sufficient information regarding the potential availability of funding for open space acquisition and preservation of the Project site in the no project alternative analysis. The Court of Appeal denied all other challenges, including to the EIR’s biological resources impact analysis and mitigation measures and hydrological impacts on the Springtown Alkali Sink. In accordance with the appellate court's direction, the City Council rescinded the certification of the EIR and approval of the Project in November 2022.

The applicant has exercised their right to bring the Project back for review by the City, which requires revising the EIR to address the inadequacies identified by the Court of Appeals.

Summary of Purpose and Revisions to the Draft EIR

Recirculation of an EIR to address a limited issue is not grounds to revisit issues laid to rest in prior analysis upheld by the Court. Therefore, consistent with the Court of Appeal's decision, this RP Draft EIR is limited to recirculation of the discussion of the potential for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. The analysis in Chapter RP3 of this RP Draft EIR concludes on the basis of substantial evidence that:

> The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.
>
> Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.
>
> Additionally, the Project site has a long-established residential designation, and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element's residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.
>
> Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally-complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.
>
> The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a "feasible" alternative the lead agency is compelled to adopt.[1, 2] The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development.

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[1] CEQA Guidelines Sections 15126.6(f)(i); 15091(a)(3).

[2] See California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001 (assessing alternatives feasibility, "involves a balancing of various 'economic, environmental, social, and technological factors"; "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" [internal citations omitted]).

There are no other changes to the information or conclusions in the prior EIR documents. Introductory text, summary information from the prior EIR documents, and information regarding the preparation of this document are provided for reference and context and do not constitute "significant new information" pursuant to 15088.5 of the CEQA Guidelines addressing Recirculation of an EIR.

This RP Draft EIR will be circulated for public review and comments received during this public review period will be compiled and presented together with responses to these comments in the RP Final EIR. Because this RP Draft EIR focuses only on additional discussion of funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development, only comments received on this RP Draft EIR that address this topic will be responded to in the RP Final EIR, per CEQA Guidelines Section 15088.5(f)(2).

Summary of the Proposed Project

The following project summary information has not been modified from prior EIR documents because the Project is the same Project and requires the same Project approvals. It is provided for reference and context. A more detailed project description is included in Chapter 3 of the Draft EIR, with revisions listed in Chapter 21 of the Final EIR and further revisions listed in Chapter 26 of the Re-Issued Final EIR.

The 31.7-acre Project site is located north of Interstate-580 and east of Vasco Road and west of Laughlin Road in the City of Livermore and is an undeveloped parcel consisting predominantly of non-native grassland habitat. The topography of the site is moderately steeply sloping, having a predominantly 15% to 20% slope. Altamont Creek, an intermittent stream channel, forms the southern boundary of the site. There are two prominent knolls in roughly the center of the site. See Figure 3.1 [from the Draft EIR] on page RP2-4 showing the project location.

The previous Maralisa development is located to the south, across Altamont Creek. This is a largely residential development with Altamont Creek Elementary and the connected Altamont Creek Park also adjacent to the other side of the creek. Existing residential uses border the Project site to the east.

The 24-acre Garaventa Wetlands Preserve, owned and managed by the Livermore Area Recreation and Park District, borders the Project site to the west. Along with undeveloped land to the north of the Project, the Garaventa Wetlands Preserve contains sensitive alkali wetlands and vernal pools which support special status species.

The Project proposes 44 residential units on an internal looped circulation plan that circumscribes the prominent knolls and connects to the planned extension of Bear Creek Drive. A pedestrian-only bridge would connect over Altamont Creek to Hawk Street that would also serve as a secondary emergency vehicle access. The average lot size would be 9,337 square feet with a minimum of 8,712 square feet. Six units would be attached as pairs, and the remaining 38 would be detached single family homes. See Figure 26.1 [from the Re-Issued Final EIR] on page RP2-5 showing the development plan.

Less than half of the site would be developed with roadways and lots. The knolls would remain undeveloped with informal public-access trails for hiking and vista views. The remaining area would include a stormwater detention basin at the southeast corner and natural areas surrounding development to buffer the nearby creek, wetlands, and other sensitive habitat.

The following approvals would be required to develop the Project: a Tentative Subdivision Map, Planned Development, Site Plan Design Review (including architecture and landscaping), Grading and Dirt Haul Permit, Stormwater Pollution Prevention Plan, Permits from both the US Army Corps of Engineers (Corps) and from the Regional Water Quality Control Board (RWQCB) relating to potential impacts to Corps jurisdictional wetlands/waters associated with the wetland swale, and approval of Mitigation Plans from the US Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW).



Figure 3.1: Site Location [from Draft EIR]

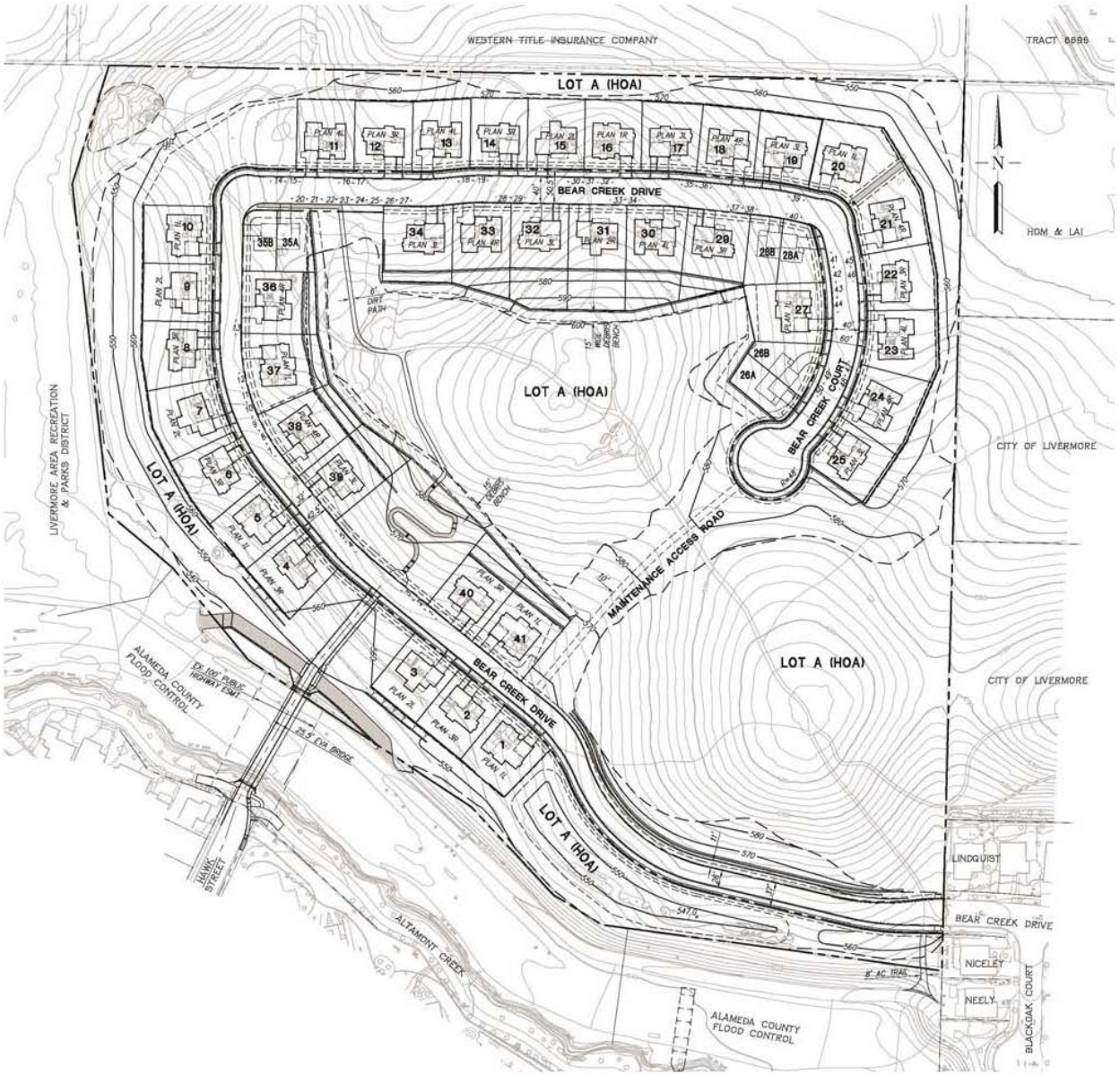


Figure 26.1: Project Development Plan [from Re-Issued Final EIR]

RP3

RP Alternative A: No Project, No Development Alternative – Potential Funding Sources

Introduction

Chapter 19 of the Draft EIR included an analysis of Alternative A: No Project, No Development on pages 19-4, and 19-6 through 19-12. This chapter of the RP Draft EIR is limited to discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development.

For ease of reference and context, this chapter includes the Project objectives and summarizes the Project impacts as described in Chapter 19 of the Draft EIR. This information has not been changed since the prior EIR documents because the Project objectives and Project impacts have not changed. In addition, the original analysis and feasibility discussion for Alternative A: No Project, No Development is provided as presented in the Draft EIR. New text added to the feasibility discussion is shown in *italics.*

Project Objectives from the Prior EIR Documents

Project Objectives were presented in Chapters 3 and 19 of the Draft EIR. Because they are considered in a discussion of Alternatives, they have been included below. There have been no changes made to the Project Objectives since the City prepared and circulated the prior EIR documents because the applicant is proposing the same Project with the same Project Objectives as detailed in the Draft EIR.

The following objectives have been identified for the Project.

1. Complete implementation of current Planned Development zoning designation that reflects the Project site's inclusion in the Planned Unit Development Permit (PUD 115-A) for the Maralisa development, which indicated development with a maximum of 76 single-family homes.

2. Contribute to housing availability to accommodate Livermore's growing population and to help satisfy Livermore's share of regional housing needs.

3. Provide housing near Livermore and Tri-Valley employment centers within the existing City Boundary and North Livermore Urban Growth Boundary.

4. Provide a high-quality residential neighborhood that is compatible and integrated with existing nearby residential, park, school and open space uses.

5. Provide adequate access to the site for safety purposes while minimizing environmental impacts and satisfying natural resource and flood control regulatory agencies.

6. Provide buffers as a separation and natural transition from adjacent open space and habitat to urban development.

7. Conserve the two prominent knolls as visual resources for the community.

8. Retain public access to trails around the knolls as a public amenity for hiking and vista views.

Summary of Project Impacts from the Prior EIR Documents

Project impacts were detailed in Chapters 4 through 18 and summarized in Chapters 2 and 19 of the Draft EIR, as revised by Chapters 22 and 23 of the Final EIR and Chapter 26 of the Re-Issued Final EIR. Because they are considered in a discussion of Alternatives, the summary of Project impacts has been included below. There have been no changes made to the Project impacts since the prior EIR documents because the applicant is proceeding with the same Project that the prior EIR documents evaluated and nothing in the following analysis constitutes new information requiring recirculation or a supplemental EIR (See, e.g. Public Resources Code section 21166, CEQA Guidelines sections 15088.5., 15166, etc.)

Significant and Unavoidable Impacts

The prior EIR documents concluded that there were no impacts due to the Project that were determined to be significant and unavoidable.

Potentially Significant Impacts and Mitigation Measures

Potentially significant Project impacts include construction-period disturbance, including impacts and mitigation related to construction period dust and emissions (Mitigation Measure Air-1); potential disturbance of unknown archaeological, paleontological, or tribal cultural resources (Culture-1a, 1b, 1c); appropriate construction given site characteristics in a seismically-active region (Geo-2), potential erosion and siltation (Geo-5); potential existing oil contamination (Haz-2); and potential impacts to traffic from construction vehicles (Traf-7).

Potentially significant impacts to habitats and special status species would be mitigated through mitigation measures Bio-2, Bio-3a, 3b, 3c, 4a, 4b, 4c, 5a, 5b, and 5c, 6a, 6b, 7a, 7b, 8a, 8b, 9, 10, 11a, 11c and Geo-5.

Potentially significant impacts related to greenhouse gas emissions would be mitigated through energy efficient design (GHG-1) and compliance with the City's Climate Change Element (GHG-2).

Potentially significant impacts of internal roadway designs would be mitigated through design review by the City (Traf-5 and Traf-6). Additionally, the Project would contribute its fair share amount to improvements at the intersection of Laughlin Road & Northfront Road (Traf-10).

The impacts listed in this subsection would be reduced to less than significant levels through implementation of the mitigation measures identified in the prior EIR documents. All other impacts would be less than significant without the need for mitigation.

Discussion of Alternative A: No Project, No Development from the Prior EIR Documents

The No Project, No Development Alternative was discussed in Chapter 19 of the Draft EIR as excerpted below. No changes have been made to these excerpts because the applicant is proposing the same Project as that covered in the prior EIR documents and the court found the EIR analysis adequate in that regard.[1] Per the court's decision, an updated discussion of the potential funding sources available for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development is included in the section after this.

Alternative Description

Alternative A is a "no project" alternative. It assumes the proposed Project is not approved and the site would remain in an undeveloped state, with no development of roadways or residences.

Impact Summary

Under a "no development" alternative, the Project site would remain in an undeveloped state. There would be no impacts on the environment associated with development, because no new development would occur.

Ability to Accomplish Project Objectives and Feasibility

A No Project/No Development alternative would not meet any of the project objectives, except for separating adjacent habitats from development activity (objective 6) and preserving the knolls (objective 7). With no development, this alternative would not complete implementation of the Maralisa development, would not contribute to housing availability, and would not provide housing near employment centers. It is assumed the existing informal trails would remain on site.

This alternative represents the possibility that no project is approved on this site. However, there is no current proposal for the City or other agency to purchase this site or otherwise preserve it in an undeveloped state. This site is zoned for and previously indicated under the Maralisa plan for residential development. Therefore, while this alternative analyzes a no development scenario, it is not necessarily feasible to assume the site would remain undeveloped in the long term.

Environmentally Superior Alternative

In addition to the discussion and comparison of impacts of the proposed Project and the alternatives, Section 15126.6 of the CEQA Guidelines requires that an "environmentally superior" alternative be selected and the reasons for such a selection disclosed. In general, the environmentally superior alternative is the alternative that would be expected to generate the least amount of significant impacts.

Identification of the environmentally superior alternative is an informational procedure and the alternative selected may not be the alternative that best meets the goals or needs of the City. Table 19.1, [on pages 19-8 through 19-12 of the Draft EIR], provides a summary comparison of the environmental impacts of the alternatives compared to the proposed Project for each of the topic areas in which a potentially significant impact was identified under the Project.

[1] *Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000.*

No significant and unavoidable impacts were identified under the proposed Project. All Project impacts are either less than significant or can be reduced to those levels through implementation of the mitigation contained in this Draft EIR. Because of the low impact of the proposed Project, differences between it and the Alternatives are marginal and confined to reductions in already less than significant impacts. Alternative A, the No Project, No Development Alternative, has no impacts as it does not propose any change to the site. Alternative A would be the environmentally superior alternative.

Additional Discussion of Funding Sources for Alternative A: No Project, No Development

As excerpted above, under the "Ability to Accomplish Project Objectives and Feasibility" section of the Alternative A: No Project, No Development discussion, the Draft EIR had indicated (on page 19-4), "However, there is no current proposal for the City or other agency to purchase this site or otherwise preserve it in an undeveloped state." Pursuant to the court's decision,[2] the discussion of the potential for the acquisition and preservation of the Project site as open space under Alternative A: No Project, No Development has been updated below in italics. These are the only substantive changes to prior EIR documents.

To reiterate, there are no changes to the description of the Project, Project objectives, or Project impacts since the prior EIR documents. With respect to Alternative A: No Project, No Development, there are no changes to the Alternative Description, Impact Summary, Ability to Accomplish Project Objectives, or Environmentally Superior Alternative discussions since the prior EIR document.

The likelihood of the site remaining undeveloped under Alternative A: No Project, No Development rests on the potential funding sources available for the acquisition and preservation of the Project site as open space.

The following sections provide the information and analysis that supports the RP Draft EIR discussion of available funding sources for potential use in acquiring the Project site as open space, including: 1) communications between the City of Livermore and the Project site owners to acquire the Project Site; 2) consideration of the funding sources potentially available to acquire the Project site for the purposes of preservation as open space; 3) a consideration of eminent domain to acquire property from an unwilling seller; 4) considerations for rezoning a residential site; and 5) an updated discussion of the feasibility of Alternative A: No Project, No Development related to funding sources for acquisition of the site as open space.

Summary of Acquisition Offers

The City of Livermore sent an offer letter to the Project site property owners on February 2, 2024, offering to purchase the land at an open space value of $868,480. The City received a reply letter from the property owners on February 5, 2024, declining the offer.

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[2] *Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000.*

The City of Livermore then sent a follow up letter to the Project site property owners on February 8, 2024, inquiring whether the owner would consider selling the property if a fair market value for the Project site property could be negotiated. The City received a reply letter on February 13, 2024, stating that the owners were not willing to discuss selling the property to any entity other than Lafferty Communities because of their existing contract and legal obligation.

The City of Livermore sent a second offer letter to the Project site property owners on February 29, 2024, offering to purchase the land for $1,736,960. This increased offer was in response to direction from the Altamont Landfill Open Space Committee that the previous offer was too low, as discussed further in the Altamont Open Space Committee subsection below. The City received a reply letter on March 1, 2024, declining the offer and asking that the City not send any more offers to buy the property.

Offer letters and responses are included in Appendix RP-A.

Altamont Landfill Open Space Fund

The Altamont Landfill Open Space Fund is made up of funding from two sources including the Altamont Landfill Settlement Agreement (ALSA) and the Vasco Road Landfill open space fees as detailed in the paragraphs below.

In 1999, the lawsuit parties (Alameda County, Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County) entered into a Settlement Agreement relating to the proposed expansion of the Altamont Landfill.[3] Results of the Altamont Landfill Settlement Agreement (ALSA) include substantial reductions in the landfill expansion and waste imports and a requirement for the operator to collect a $0.75 per ton fee for open space acquisition.

Eighty percent of the ALSA Open Space Fee is for open space expenditures in the eastern area of East Alameda County and 20 percent is for expenditures in the western area of East Alameda County. The Project site is within the eastern area.

<u>Vasco Road Landfill Open Space Fees</u>

On May 4, 2006, the Alameda County Board of Supervisors upheld the County Planning Commission's approval amending the Conditional Use Permit for the Vasco Road Landfill to continue landfill and recycling activities. Consistent with the language in the ALSA, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees for open space, recycling/diversion education, and host community impact, as the Altamont Landfill operator (Waste Management of Alameda County, Inc.).

Vasco Road Landfill Conditions of Approval require the collection and expenditures from the fee accounts to be identical to that under the ALSA.

<u>Altamont Landfill Open Space Fund Status</u>

The funds from the ALSA and Vasco Road Landfill open space fees are combined and managed by Alameda County as the Altamont Landfill Open Space Fund.

[3] *Full Settlement Agreement available at: https://www.acgov.org/cda/planning/AltamontOpenSpace/documents/ALOSF_SettlementAgree.pdf.*

As reported to the Livermore City Council on July 8, 2024, there was about $21.6 million in the Altamont Landfill Open Space Fund as of July 8, 2024 and $6.5 million had been distributed for nine acquisitions in the eastern acquisition priority area totaling 1258 acres.[4]

Altamont Landfill Open Space Fund Grant Criteria

Funding allocations are recommended by the voting members of the Altamont Landfill Open Space Committee. The current voting members on the Altamont Landfill Open Space Committee for east county acquisitions in which the Project is located include the City of Livermore (Vice Mayor Carling), Alameda County (Shawn Wilson for David Haubert), and the Sierra Club (David Furst).

The Altamont Landfill Open Space Fund includes two priorities for acquiring open space in East Alameda County:

1. *Preservation of Native Biological Diversity and/or Wildlife Habitat*
2. *Land with Significant Value for Visual Character and/or Non-Motorized Recreation*

Additional adopted criteria to evaluating acquisition applications include:

3. *Strategic Value in Land Protection*
4. *Additional Funding Sources*
5. *Willing Sellers*

Altamont Landfill Open Space Committee Meetings

This section summarizes the meetings of the Altamont Landfill Open Space Committee at which the Project site was discussed. A more complete summary of these Altamont Landfill Open Space Committee meetings is included as Appendix RP-B.

On September 16, 2016, the "Save the Hill Group" made a presentation to the Altamont Landfill Open Space Committee on their efforts to preserve the Project site.[5]

On September 15, 2023, the Project site (Garaventa Hills property) was first presented to the Altamont Landfill Open Space Committee by Steve Stewart, Planning Manager, City of Livermore as an Informational Item at this meeting.[6,7] *No action is taken on informational items.*

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[4] *City Council Staff Report for the July 8, 2024 City Council meeting, item no. 5.5 is available on page 116 of the City Council Agenda Packet at: https://d3n9y02raazwpg.cloudfront.net/livermore/f7de6095-bee5-11ee-8fe8-0050569183fa-56f8d3ad-798a-46fd-809a-185221d02021-1720640519.pdf.*

[5] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Agenda for September 16, 2016 meeting, available at: https://www.acgov.org/cda/meetings/documents/09-16-16.pdf.*

[6] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Agenda for September 15, 2023 meeting, available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_378b59d88116fc47141794581e2beffc.pdf&view=1.*

[7] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Minutes for September 15, 2023 meeting, available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_d2bffb9fdbf2efe5535b906b93878aac.pdf&view=1.*

On February 16, 2024, the City of Livermore Acting Planning Manager Steve Riley made a presentation to the Altamont Landfill Open Space Committee for a grant to acquire the 32-acre Project site.[8,9,10]

The presentation detailed that the grant application was in response to the appellate court ruling in March 2022. The lawsuit history and court's ruling were reviewed.

Acquisition of the Project site was considered by the Committee using the five Altamont Landfill Open Space Fund grant criteria, as follows. The Land Conservation Prioritization Mapping Tool ("Mapping Tool") mentioned in the analysis below was funded in part by the Committee in contract with University of California, Berkeley. The Mapping Tool scores sites on grant criteria metrics on a scale of 0.00 (worst) to 1.00 (best).[11] *The Mapping Tool continues to be refined and is one reference metric the Committee utilizes to inform grant decision making. The following summarizes the Project site's consistency with the grant criteria.*

1. *Preservation of Native Biological Diversity and/or Wildlife Habitat*

   Based upon the environmental analysis completed for the Project site over the years (especially Chapter 7 and Appendix G of the Draft EIR and Appendix J of the Final EIR)*, there are documented occurrences of California tiger salamander and California red-legged frog nearby, and the Project site consists of non-native grasslands that have the potential to serve as dispersal and/or aestivation (animal dormancy during hot and dry conditions) habitat for both species. Burrowing owls were observed on or near the Project site in the past and they are expected to forage and nest on the Project site.*

   The seasonal wetland (0.004 acre) in the western portion of the Project site is potentially suitable habitat for Vernal Pool Fairy Shrimp (VPFS) because VPFS occur in alkaline pools of varying depths, there are recorded occurrences of the species nearby, and the Project site lies within designated critical habitat for VPFS. The wetland is likely the result of a hole dug to create a dirt bike jump.

   Acquiring the property would be consistent with this criterion.

2. *Land with Significant Value for Visual Character and/or Non-Motorized Recreation*

   This Project site includes a couple of knolls with varying elevations between approximately 537 and 607 feet above mean sea level. It is visible to a smaller, more localized area of the surrounding homes, from Altamont Creek Park, and from Vasco Road. The Project site is private property and does not have formal public trails, but the public does access the site and has worn informal trails across the site.

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[8] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Agenda for February 16, 2024 meeting, attached as Appendix RP-C, and available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_2e395407e90d8ff2ef29d875e8c42a10.pdf&view=1.*

[9] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Minutes for February 16, 2024 meeting, attached as Appendix RP-C, and available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_733af3ee222b949fb9ce86c3a17cf0b7.pdf&view=1.*

[10] *Riley, Steve, Altamont Landfill Open Space Committee Presentation, February 16, 2024, available as Appendix RP-C.*

[11] *Land Conservation Prioritization Mapping Tool, developed for Altamont Landfill Open Space Committee by University of California, Berkeley, July 2021, available at: https://geoportal.ucanr.edu/alosac/.*

Acquiring the property would be consistent with this criterion.

3. Strategic Value in Land Protection

The Project site is within the City's North Livermore Urban Growth Boundary and City boundary. The City typically seeks to strengthen the Urban Growth Boundary by acquiring properties beyond to control and stabilize the land use. According to the Mapping Tool, the Project site is not within the top 100 parcels for land conservation prioritization (see Appendix RP-B).

The Project site is directly north of Altamont Creek and east of the Garaventa Wetlands Preserve owned and managed by the Livermore Area Recreation and Park District (LARPD) and the Project site is adjacent to the Garaventa Wetlands Preserve and the parcels to the north where drainage flows to the greater Springtown Alkali Preserve. However, the Project site gets a 0 (lowest possible score) in the three connectivity categories from the Mapping Tool because the Project site is disconnected from the highest priority sites identified in the Mapping Tool.

4. Additional Funding Sources

City staff worked in parallel to explore the possibility of utilizing funds from the Dougherty Valley Settlement Agreement to contribute half of the acquisition and transaction costs, approximately $440,000.00. Use of the Dougherty Valley Open Space Funds is subject to review and approval by the Livermore City Council. (See the Dougherty Valley Settlement Agreement section below for additional information.)

5. Willing Sellers

The owners are not willing to sell the Project site to the City for open space value or discuss the sale of the site at values based on residential uses. City staff provided copies of a series of recent communications between the Project site owners and the City regarding their intentions with the property.

All open space acquisitions to date from the Altamont Landfill Open Space Fund have met all five of the above criteria.

City staff concluded the presentation stating that the proposal before the Committee was whether to contribute $440,000 in open space funds toward the acquisition of the Project site for preservation as open space.

Following the presentation, the Committee confirmed that offers were made to the property owners of the Project site.[12] One voting member of the Committee stated this was not a legitimate grant request because the City knows there is not a willing seller, and the City is only fulfilling the court's request. Some members of the public also stated this was a farce application. One member recollected a previous grant request for a property within the Livermore Urban Growth Boundary that had a value of $41,000 per acre. If applied to the Garaventa Hills Property, then an appropriate offer would be $1,784,000.

[12] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Minutes for February 16, 2024 meeting, attached as Appendix RP-C, and available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_733af3ee222b949fb9ce86c3a17cf0b7.pdf&view=1.*

The voting representative for the City of Livermore then made a motion to offer the Garaventa Hills property owner $1.7 million. The Committee Chair said if the Project site property owner accepts the value, then the application would return to the Committee for consideration.

On March 15, 2024, the City of Livermore Acting Planning Manager Steve Riley made a presentation to the Altamont Landfill Open Space Committee regarding the Garaventa Hills grant application that was continued from the February 16 meeting.[13,14,15]

Consistent with Committee direction, the City of Livermore had offered $1,736,000 to the Project site property owners. In response, the property owner declined the offer and requested that the City not send any further offer letters.

Some members of the public were curious why the proposal was before the Committee if the property owner is not a willing seller. City of Livermore staff reminded the Committee that the matter is before them following the decision of the appellate court that said the "No Project" alternative in the EIR should include a discussion of acquisition and preservation of the site as open space utilizing the Altamont Landfill Open Space Fund.

The Committee voted unanimously (3-0) to recognize the owners of the Project site are not willing sellers and therefore the Project site does not meet the funding criteria and the Committee will not approve a grant of the Altamont Landfill Open Space Fund for the purchase of the Project site.

Dougherty Valley Settlement Agreement

In 1992, the Contra Costa County Board of Supervisors approved the Dougherty Valley Specific Plan for the development of over 5,000 units on approximately 6,000 acres owned in part by Windemere Ranch Partners and Shapell Industries, Inc. Windemere and Shapell then undertook efforts to secure water service to approximately 4,400 acres from the Dublin San Ramon Services District (DSRSD) and Zone 7.

Zone 7 and DSRSD amended their water supply agreements to expand DSRSD's service area to include the Dougherty Valley and utilize water from Zone 7 to serve the development area. The Citizens for Balanced Growth and the City of Livermore filed suit against Zone 7, DSRSD, Windemere, and Shapell, alleging that the water agreement amendment with DSRSD was not authorized under Zone 7's enabling legislation and not in conformance with CEQA.

In 1999, the lawsuit parties entered into the Dougherty Valley Settlement Agreement (DVSA), which required Windemere and/or its successors to pay the City of Livermore $1,000 per residential unit as an open space conservation fee. The fee was subject to an annual consumer price index adjustment and averaged approximately $1,056 per residential unit over the 10-year buildout. All 5,170 units have been built and the Dougherty Valley project areas have been annexed into the City of San Ramon.

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[13] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Agenda for March 15, 2024 meeting, attached as Appendix RP-D, and available at: https://alamedacounty.granicus.com/DocumentViewer.php?file=alamedacounty_7e7b82a78ca2faa6d1350744a3c38fc6.pdf&view=1.*

[14] *Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Minutes for March 15, 2024 meeting, attached as Appendix RP-D.*

[15] *Riley, Steve, Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee Presentation, March 15, 2024, attached as Appendix RP-D.*

As reported to the Livermore City Council on July 8, 2024, there was approximately $5.03 million in the DVSA Fund as of July 8, 2024.[16] In 2011 and 2013, the City Council authorized expenditures of $1 million and $250,000 from this account for the East Bay Regional Park District's acquisition of the Farber Property on Laughlin Road and Eddies Flat off of North Vasco Road. There have been no other expenditures from this account.

Dougherty Valley Settlement Fund Expenditure Priorities and Process

The DVSA Fund is for Livermore or its designee exclusively for purchase from willing sellers of permanent easements or fee title for conservation or agricultural preservation purposes. Priorities for funding are for acquisitions, including permanent trails, open space, or agricultural preservation easements in areas north of I-580 and east of Collier Canyon Road within Alameda County. The Project site is within the acquisition priority area.

The DVSA requires Livermore staff to develop recommendations concerning proposed acquisitions of permanent easements or fee title for conservation or agricultural preservation purposes. It also requires staff to meet and confer with Citizens for Balanced Growth before formulating and presenting acquisition recommendations to the Livermore City Council. Should staff recommendations differ from those preferred by Citizens for Balance Growth, the staff report shall specify and explain the differences. Following receipt of the staff report, the City Council will place proposed acquisitions on its agenda for public discussion. The City Council may render an expenditure decision after public discussion.

Summary of Interaction between City Staff and Citizens for Balanced Growth

Consistent with the DVSA, City staff and representatives from Citizens for Balanced Growth have been meeting for over 20 years to discuss the open space funds generated under the DVSA and their use for acquiring open space. City staff and Citizens for Balanced Growth held 16 meetings from 2003 to the present. The first meeting was on March 26, 2003. The most recent meeting was on May 15, 2020.

City staff are currently negotiating several acquisitions for open space conservation purposes in northern Livermore that are eligible to utilize DVSA funds. Staff have sought to meet and confer with Citizens for Balanced Growth to formulate recommendations for these acquisitions to the Livermore City Council. In response to the March 2022 appellate court decision, City staff also sought to meet and confer with them regarding use of the DVSA funds for acquiring the Project site even though the property owner was not a willing seller.

City staff have made numerous attempts to meet and confer with Citizens for Balanced Growth since late 2023 and the first quarter of 2024. On April 9, 2024, City staff sent a letter to representatives for Citizens for Balanced Growth after over four months of attempting unsuccessfully to meet with them, summarizing the attempts to meet and confer with them and making one last attempt to meet and confer with them prior to formulating recommendations to the City Council. Further, the letter stated that staff would formulate specific recommendations if they did not meet and confer with City staff by April 24, 2024. Regarding the Project site, the stated recommendation would be that "Citizens for Balanced Growth does not support the expenditure of Dougherty Valley settlement funds for the City of

[16] *City Council Staff Report for the July 8, 2024 City Council meeting, item no. 5.5 is available on page 116 of the City Council Agenda Packet at: https://d3n9y02raazwpg.cloudfront.net/livermore/f7de6095-bee5-11ee-8fe8-0050569183fa-56f8d3ad-798a-46fd-809a-185221d02021-1720640519.pdf.*

Livermore to acquire the Garaventa Hills property," and the other properties. Citizens for Balance Growth did not meet with City staff following the April 9, 2024 letter from City staff.

Therefore, acquisition of the Project site for open space conservation purposes is ineligible for use of the DVSA funds because the property owners are not willing sellers, which is an explicit criterion for funding eligibility. Because neither City staff nor Citizens for Balanced Growth are recommending use of the funds to acquire the property, the matter is considered closed and does not proceed to City Council.

Other Open Space Funding Sources

The City evaluated two other funding sources dedicated to acquiring, conserving and managing open space as a potential source of funding to acquire the Project site as open space. One source is the Open Space Acquisition and Management Fund, and the other is the Transferable Development Credits Fund.

Additionally, ballot initiatives/bond measures can be used for Livermore voters to authorize General Fund allocation (and fund raising) for acquisition of a property for open space preservation.

Transferable Development Credits Fund

In 2002, the City Council adopted the North Livermore Urban Growth Boundary Initiative (Initiative) to protect agricultural land and other open space in North Livermore from excessive and irremediably harmful development. The Initiative created the North Livermore Urban Growth Boundary, required the City to develop a Transferable Development Credits (TDC) Program, and included the basis for granting credits to properties in North Livermore and utilizing credits to build residential units that would otherwise not be permitted by the General Plan. The TDC Program (Livermore Municipal Code Chapter 3.27) includes provisions to pay a fee in lieu of utilizing credits in North Livermore to exceed baseline density.

The TDC Program is designed to be part of a multiple-component approach to open space preservation. It allows revenue from TDC in-lieu fees to be used in conjunction with other funds for acquisition and/or preservation of open space and/or agricultural lands in North Livermore. The use of TDC in-lieu fees in conjunction with other funds is subject to retiring TDC credits on the acquisition property. Other than TDC acquisition, revenue from TDC in-lieu fees may be used for costs incurred in administering the TDC Program including, but not necessarily limited to, facilitating TDC transactions, preparing/recording TDC easements, monitoring/enforcing easements, and maintaining records. One of the stated aspects of open space preservation through the TDC Program is to avoid government expenditure of taxes for extended facilities and services.

The TDC Program applies solely to lands beyond the Urban Growth Boundary and within North Livermore as defined by the Initiative. The Project site is located within the Urban Growth Boundary and is not within North Livermore as defined by the Initiative. Further, participation in the TDC program is stated as a choice available for willing property owners. The Project site property owners are not willing sellers. For these reasons, acquisition of the Project site is ineligible for the use of revenue from the TDC program.

Open Space Acquisition and Management Fund

Since 2015, the City has entered into sales agreements to sell conservation easements on City-owned property for development projects in the City of Dublin and Discovery Bay. On December 14, 2015, the Livermore City Council adopted Resolution 2015-182, committing revenue from these and subsequent transactions for open space acquisition, maintenance and management activities on City-owned open

space lands.[17] As reported to the Livermore City Council on July 8, 2024, there was $2.93 million in the account set aside for open space acquisition and management activities as of July 8, 2024.[18]

The City is responsible for the maintenance and management of properties it owns. Funds from this account contribute to covering the costs of such open space maintenance and management activities. For example, funds from the Open Space Acquisition and Management Fund were used for maintenance to a large stand of eucalyptus trees to minimize future damage to roadways and the biologically sensitive stretch of Cottonwood Creek on the City-owned Doolan Canyon property.

On July 8, 2024, the Livermore City Council approved a contribution of $856,000 from the Open Space Acquisition and Management Fund toward the acquisition of approximately 125.5 acres located approximately 1/2 mile east of Greenville Road, south of Interstate-580 in the Altamont Hills. The City would own and manage the property for open space conservation.[19]

The remaining funds, approximately $2.07 million, could be utilized to contribute toward acquiring the Project site. However, the Project site owners are not willing sellers, and acquisition by the City would require the use of eminent domain. For the reasons discussed below, acquisition would exhaust the fund balance and require maintenance and management activities of the city's open space properties to rely upon the city's General Fund.

Ballot Initiatives/Bond Measures

The City could place the question of utilizing city General Funds to acquire the Project site as a ballot measure before Livermore voters. Voters would be asked to approve or deny proposed spending on the acquisition. Such an initiative could include raising funds for the acquisition through increases in sales or property taxes.

The City has used ballot initiatives and bond measures in the past to fund critical infrastructure and community-serving projects. For example, in November 2022, Livermore voters passed Measure P to enable the city to provide sanitary sewer service for wine country uses beyond the South Livermore Urban Growth Boundary. The City has also issued bonds in the past to fund public and community serving purposes like funding library construction and renovations to the Civic Center.

On September 16, 2016, the Save the Hill Group made a presentation to the Altamont Landfill Open Space Committee to consider granting funds to acquire the Project site.[20] The Altamont Landfill Open Space Committee recommended the Save the Hill Group pursue a ballot measure initiative to raise funds for acquiring the property. Such an initiative has not been sponsored to date.

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[17] Resolution 2015-182 available at: https://portal.laserfiche.com/Portal/DocView.aspx?id=228223&repo=r-2ba0e88a&searchid=62df63e7-58d8-4459-bf32-ce29c9361161.

[18] City Council Staff Report for the July 8, 2024 City Council meeting, item no. 5.5 is available on page 116 of the City Council Agenda Packet at: https://d3n9y02raazwpg.cloudfront.net/livermore/f7de6095-bee5-11ee-8fe8-0050569183fa-56f8d3ad-798a-46fd-809a-185221d02021-1720640519.pdf.

[19] Ibid

[20] Altamont Landfill & Resource Recovery Facility Open Space Advisory Committee, Agenda for September 16, 2016, available at: https://www.acgov.org/cda/meetings/documents/09-16-16.pdf.

The City's cost per acre for previous open space acquisitions ranges from below $10,000 per acre to a more recent acquisition at $16,800 per acre.[21]

The Project site owners are not willing sellers, and acquisition by the City would require the use of eminent domain at a cost upwards of one half to one million dollars per acre. See below for additional discussion of eminent domain. Utilizing eminent domain would require paying the property owners fair-market value. The General Plan designates the Project site UL-1 (Urban Low Residential 1-1.5 dwelling units per acre). The Project site's current zoning is "PD" (Planned Development). The current zoning designation reflects the Project site's inclusion in the "PUD" (Planned Unit Development) for the "Maralisa" project, which has otherwise been developed to the south of Altamont Creek (see Chapter 13 of the Draft EIR). Consequently, the fair market value is for residentially zoned property, which is at a higher price than the previously discussed open space offers. Paying residential values to preserve the property as open space would require the City to use General Funds that are allocated to other priorities like public health and safety to cover the acquisition. It would also adversely increase comparable sales for other organizations seeking to acquire open space on the open market. While utilizing General Funds and/or proceeds from bond issuance are technically possible, the use of these funds to acquire the property via eminent domain would be contrary to the City's past practice and would likely face rejection by Livermore voters.

Eminent Domain for Acquiring the Property from Unwilling Sellers

The City typically acquires open space land in fee simple interest from willing sellers. The market-based transactions follow good-faith negotiations and are based upon an appraisal to establish the fair market value. However, as detailed under "Offer Letters and Responses" above, the property owner is not a willing seller. A property can be acquired from an unwilling seller through the use of eminent domain.

The government's power to condemn private property for a public use is known as eminent domain, as defined in the United States Constitution (Fifth Amendment), the California Constitution (Article 1, Section 19), and the California Code of Civil Procedure section 1230.010, et seq. for California Eminent Domain. There are two constitutional limitations on the power of eminent domain: 1) just compensation must be paid for the property condemned and 2) the property must be necessary for a public use.

Historically, the City's use of eminent domain has been to acquire portions of private property for public right-of-way purposes (roadways, sidewalks, trails, etc.). The City utilizes eminent domain as a last resort when acquisition of a property is necessary for a public use and all other attempts to acquire a property through negotiation have failed. Utilizing eminent domain to acquire the Project site would be contrary to the City's past practice and may not withstand legal scrutiny. Additionally, such an eminent domain acquisition, if successful, would set a precedent and establish unrealistic expectations for the City to acquire property in order to prevent a development project opposed by some members of the public even though the Project is consistent with the City's General Plan and zoning.

Acquiring the Project site through eminent domain would require the City to pay fair-market value reflecting its current residential General Plan and zoning designations, estimated to be between $17-35 million ($536,277 to $1,104,100 per acre) based upon an estimated market value between $385,000 to $795,000 per residential lot.[22] *Given costs associated with the legal proceedings and duration of the*

[21] *This range is based on City staff review of Grant Agreements and/or escrow documents from recent open space acquisitions by the City.*

[22] *Estimated market value per residential lot was based upon City staff conversations with local land/real estate brokers/developers in the spring/summer of 2023.*

eminent domain process, the actual cost to acquire the property through eminent domain would be higher than the fair-market value paid to the property owner. The City could also face legal challenges from the Project site developer and property owner that would increase total costs to the City.

Considerations for Rezoning a Housing Element Residential Site

The Project site has been designated for residential uses since at least the 1976 Livermore General Plan, including in the Maralisa plan. Consistent with this long-established residential designation, the Project site is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development (44 units) that would help to meet the city's Regional Housing Needs Assessment (RHNA).[23]

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. This is commonly referred to as the Housing Element Law.[24] *California's Housing Element Law acknowledges that, in order for the private market to adequately address the housing needs and demand of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing development. California's local governments meet this requirement by adopting Housing Elements as part of their General Plan (also required by the state). As a result, housing policy in California rests largely on the effective implementation of local General Plans and, in particular, local Housing Elements.*

To expand the supply of housing, including affordable housing, and to ensure jurisdictions do not take actions to reduce the potential capacity for new residential development, the No Net Loss Law was adopted in 2002 and amended in 2017.[25] *The No Net Loss Law requires that a jurisdiction maintains a sufficient supply of adequate sites in the Housing Element sites inventory to meet a jurisdiction's remaining unmet housing needs for each income category at all times throughout the RHNA planning period. To comply with the No Net Loss Law, as jurisdictions make decisions regarding zoning and land use or development occurs, jurisdictions must assess their ability to accommodate new housing on the remaining sites in their Housing Element site inventories. A jurisdiction must add adequate sites if land use decisions or development results in a shortfall of sufficient sites to accommodate its remaining housing need for each income category.*

If the Project site were to be preserved as open space as discussed in Alternative A: No Project, No Development, it would represent the loss of a residential development site identified in the Housing Element's sites inventory. As explained by the California Department of Housing and Community Development, to take such an action, the City of Livermore would need to make findings under the Housing Element Law and the No Net Loss Law, supported by substantial evidence, that:[26]

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[23] *City of Livermore, 2023-2031 Housing Element, adopted March 13, 2023, Figure ES-2: Sites Inventory Map and Appendix A, Table A: Housing Element Sites Inventory, Assessor's Parcel Number displayed as 099B530001000, available at https://www.livermoreca.gov/departments/community-development/planning/housing-element.*

[24] *California Government Code, § 65584, available at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65584.*

[25] *California Government Code, § 65863, available at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65863.*

[26] *California Division of Housing Policy Development, Memorandum for Planning Directors and Interested Parties: No Net Loss Law, October 2, 2019, available at https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/sb-166-final.pdf.*

- *The reduction is consistent with the jurisdiction's adopted general plan, including the Housing Element. For example, this finding could be made if the downzone does not change the land use and zoning designation.*
- *The remaining sites identified in the Housing Element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction's remaining share of the RHNA for the planning period. The finding must include a quantification of the remaining unmet need for the jurisdiction's RHNA at each income level and the remaining capacity of sites identified in the Housing Element to accommodate that need by income level.*

If a jurisdiction cannot make these findings, it may take action to reduce the residential density of a parcel only if it identifies or rezones additional sufficient adequate sites with an equal or greater residential density in the jurisdiction so that there is sufficient residential unit capacity appropriate to accommodate the RHNA by income level. Actions to identify additional sites or rezone must occur before or concurrently with any action or approval to reduce a parcel's density. Sites identified or rezoned must meet the following criteria:

- *Must be considered an adequate site pursuant to the requirements of Government Code section 65583.2.*
- *If the capacity to be replaced was on a site that was zoned by-right pursuant to Government Code section 65863.2 (h) and (i), then the replacement site must also satisfy those requirements.*

As these actions taken by the jurisdiction represent a fundamental alteration to the Housing Element, the Housing Element sites inventory must then be amended and, pursuant to Government Code section 65585(b), be submitted to the Department for review to ensure the compliance with state Housing Element Law, prior to, or concurrently with, any action or approval to reduce a parcel's density.

Alternative A: No Project, No Development would represent the loss of an identified residential development site from the Housing Element's sites inventory. Additional process as outlined above would be required under the No Net Loss Law to approve such a change, which could further increase the costs of property acquisition and preservation.

Feasibility of Alternative A: No Project, No Development Related to Potential Funding Sources for Open Space Acquisition and Preservation

This section summarizes conclusions from the information included above and presents an updated discussion of the feasibility of the Alternative A: No Project, No Development given the conclusions related to potential funding sources for open space acquisition and preservation of the Project site and related considerations.

The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.

Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if

authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.

Additionally, the Project site has a long-established residential designation, and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element's residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.

Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally-complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.

The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a "feasible" alternative the lead agency is compelled to adopt.[27, 28] The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development.

[27] *CEQA Guidelines Sections 15126.6(f)(i); 15091(a)(3).*

[28] *See California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001 (assessing alternatives feasibility, "involves a balancing of various 'economic, environmental, social, and technological factors"; "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" [internal citations omitted]).*

RP4

RP Draft EIR Report Preparers and References

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City of Livermore

This document was prepared in consultation with City of Livermore staff, including Shannon Pagan, Assistant Planner, Steve Stewart, Special Projects Coordinator, and Steve Riley, Acting Planning Manager.

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1. Save the Hill Group v. City of Livermore (2022) 76 Cal.App.5th 1092, review denied (July 13, 2022). Available at: https://www.livermoreca.gov/home/showpublisheddocument/10739/638297013821830000.

2. California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 1001. Summary available at: https://ceqaportal.org/summaries/1646/California%20Native%20Plant%20Society%20v.%20City%20of%20Santa%20Cruz%20(2009)%20177%20Cal.App.%204th%20957.pdf.

3. Settlement Agreement Between and Among the County of Alameda, the City of Livermore, the City of Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, And Waste Management of Alameda County, Inc., referred to as the "Altamont Landfill Settlement Agreement", November 1999, available at: https://www.acgov.org/cda/planning/AltamontOpenSpace/documents/ALOSF_SettlementAgree.pdf.

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11. Land Conservation Prioritization Mapping Tool, developed for Altamont Landfill Open Space Committee by University of California, Berkeley, July 2021, available at: https://geoportal.ucanr.edu/alosac/.

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14. Riley, Steve, Altamont Landfill Open Space Committee Garaventa Property presentation, March 15, 2024.

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16. City of Livermore, 2023-2031 Housing Element, adopted March 13, 2023, available at https://www.livermoreca.gov/departments/community-development/planning/housing-element.

17. State of California, California Government Code, § 65584, available at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65584.

18. State of California, California Government Code, § 65863, available at https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65863.

19. California Division of Housing Policy Development, Memorandum for Planning Directors and Interested Parties: No Net Loss Law, October 2, 2019, available at https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/sb-166-final.pdf.

PROJECT SITE OFFER LETTERS AND OWNER RESPONSES

APPENDIX RP-A

to the
Garaventa Hills Project Recirculated Partial Draft EIR

LIVERMORE
CALIFORNIA

February 2, 2024

Sharon Albright & Karen Elk Trust
c/o Lisa Quisito, Executor of the Estate 740
Richmond Street
El Cerrito, CA 94530
(Transmitted via email)

Re: Letter of Offer
APNs: 099B-53-0-1 (the "Garaventa Hills Property")

Dear Ms. Albright and Ms. Elk,

I am writing to make an offer on behalf of the City of Livermore for the Garvaventa Hills Property, comprising of one parcel of 31.67 acres, Assessor's Parcel Number: 099B-53-0-1. Below are the City's principal terms for inclusion in a Purchase and Sale Agreement by and between you ("Seller") and the City of Livermore ("Buyer"):

1. Single lump sum payment of $868,480, contingent on receipt of clear title;

2. All closing costs to be paid by the buyer;

3. Close of escrow no later than thirty (30) days following execution of a Purchase and Sale Agreement.

Please note that this offer is contingent upon final approval and funding allocation by the Livermore City Council and the allocation of funding from at least one outside source such as the Altamont Landfill Open Space Committee.

To accept the City's contingent offer, please sign this offer letter and send back to me. If you do not accept the offer, please provide in writing your reason(s) for not accepting the offer. **We need your response by 5 p.m. Wednesday. February 7. 2024.**

If we receive your signature to accept this offer, we will initiate our formal purchase and sale process, which includes sending you the City's standard Purchase and Sale Agreement, to be signed digitally via DocuSign.

If you would like to further discuss terms, conditions, and considerations for the sale of the property or have any questions, please contact me at (925) 960-4461 or spriley@livermoreca.gov.

Sincerely,

Steve Riley
Acting Planning Manager
City of Livermore

_____
Sharon Albright & Karen Elk Trust
c/o Lisa Quisito, Executor of the Estate
Property Owner

cc: Paul Spence, Assistant City Manager/Community Development Director
Kim Cilley, Senior Assistant City Attorney

From: Lisa Quisito [redacted]
Sent: Monday, February 5, 2024 9:24 AM
To: Stephen Riley <spriley@LivermoreCA.gov>; David Ragland [redacted]
Cc: Paul Spence <prspence@LivermoreCA.gov>; Kimberly Cilley <kdcilley@LivermoreCA.gov>; Mary Anne Rozsa [redacted]; Rich Garchar [redacted]; Lisa Quisito [redacted]
Subject: Re: Offer Letter

[redacted]

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Mr. Riley,

Responding to your February 2, 2024 letter, the owners of the Garaventa Hills Property hereby reject the City of Livermore's low-ball, highly contingent $868,480 "offer" for the purchase of this property. Although the owners have no duty to comply with the City's demand that the owners provide reasons for rejecting the City's offer, the reason is pretty simple. The owners have a pending contract with Lafferty to sell the property for 400% of the City's offer price.

Moreover, even if the owners tried to accept the City's offer (and there is zero interest in doing so), the owners are pretty sure that Lafferty would sue both the owners and the City for breach of contract and interference with contract. Lafferty has a wonderful plan for preserving the unique features of the Garaventa Hills Property while providing badly needed homes for Livermore residents.

The City should fulfill its legal duty and approve the Lafferty plan without any further delay.

Lisa Quisito

[redacted]

LIVERMORE
CALIFORNIA

February 8, 2024

Sharon Albright & Karen Elk Trust
c/o Lisa Quisito, Executor of the Estate 740
Richmond Street
El Cerrito, CA 94530
(Transmitted via email)

Re: Follow up to Letter of Offer
APN: 099B-53-0-1 (the "Garaventa Hills Property")

Dear Ms. Quisito,

Thank you for your prompt response to the City's February 2, 2024, contingent offer letter to acquire the Garvaventa Hills Property, which includes one parcel of 31.67 acres identified by APN: 099B-53-0-1. Based upon your response, the City understands the Trust rejects the City's contingent offer to acquire the property for $868,480.00, which represents the City's highest value for open space.

In response to your email dated February 5, 2024, please let me know if the owners are interested in discussing a potential acquisition by the City that considers the fair market value of the property based on its residential use, in accordance with the City's General Plan and zoning designations. If you could provide a written response no later than February 14, 2024, that would be appreciated.

If you would like to discuss the terms and timing for an acquisition based on the property's residential value, please contact me at (925) 960-4461 or spriley@livermoreca.gov.

Sincerely,

Steve Riley

Steve Riley
Acting Planning Manager
City of Livermore

cc: Paul Spence, Assistant City Manager/Community Development Director
Kim Cilley, Senior Assistant City Attorney

From: Lisa Quisito [redacted]
Sent: Tuesday, February 13, 2024 3:52 PM
To: Stephen Riley <spriley@LivermoreCA.gov>
Cc: David Ragland [redacted]; Kimberly Cilley <kdcilley@LivermoreCA.gov>; Paul Spence <prspence@LivermoreCA.gov>; Alicia C. [redacted] Rich Garchar [redacted]; Mary Anne Rozsa [redacted]
Subject: Re: Garaventa Hills Interest Letter

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mr. Riley,

Thank you for your February 8, 2024 letter acknowledging the Garaventa Hills Property owners' response to the City of Livermore's prior contingent offer to acquire their property.

In response to your February 8th letter, the owners of the Garaventa Hills Property are not interested in discussing the potential acquisition by the City of their Property at a fair market value of the property based on its designation and zoning for residential uses. As we previously indicated, the owners of the Garaventa Hills Property are in contract with Lafferty Communities, and are committed to honoring their legal obligations under that contract.

We appreciate the City's further interest but the Garaventa Hills Property owners decline to negotiate the terms of an acquisition in light of their existing legal obligations. We look forward to the City's release of the environmental impact report for the residential project in the near future.

We think Lafferty Communities has a beautiful plan to preserve the best elements of the property and provide much needed housing in Livermore. We'd like to see the City approve this project at the earliest possible date.

Sincerely;

Lisa Quisito
Executor of the Sharon Albright and Karen Elk Trust

LIVERMORE
CALIFORNIA

February 29, 2024

Sharon Albright & Karen Elk Trust
c/o Lisa Quisito, Executor of the Estate 740
Richmond Street
El Cerrito, CA 94530
(Transmitted via email)

Re: Letter of Offer
APNs: 099B-53-0-1 (the "Garaventa Hills Property")

Dear Ms. Albright and Ms. Elk,

I am writing to make an offer on behalf of the City of Livermore for the Garvaventa Hills Property, comprising of one parcel of 31.67 acres, Assessor's Parcel Number: 099B-53-0-1. Below are the City's principal terms for inclusion in a Purchase and Sale Agreement by and between you ("Seller") and the City of Livermore ("Buyer"):

1. Single lump sum payment of $1,736,960, contingent on receipt of clear title;

2. All closing costs to be paid by the buyer;

3. Close of escrow no later than thirty (30) days following execution of a Purchase and Sale Agreement.

Please note that this offer is based on a recommendation made by the Altamont Landfill Open Space Committee at its February 16, 2024, meeting. This offer is also contingent upon final approval and funding allocation by the Livermore City Council and the allocation of funding from at least one outside source such as the Altamont Landfill Open Space Committee.

To accept the City's contingent offer, please sign this offer letter and send back to me. If you do not accept the offer, please provide in writing your reason(s) for not accepting the offer. We would like your response by 5 p.m. Wednesday. March 6, 2024.

If we receive your signature to accept this offer, we will initiate our formal purchase and sale process, which includes sending you the City's standard Purchase and Sale Agreement, to be signed digitally via DocuSign.

If you would like to further discuss terms, conditions, and considerations for the sale of the property or have any questions, please contact me at (925) 960-4461 or spriley@livermoreca.gov.

Sincerely,

Steve Riley

Steve Riley
Acting Planning Manager
City of Livermore

_____
Sharon Albright & Karen Elk Trust
c/o Lisa Quisito, Executor of the Estate
Property Owner

cc: Paul Spence, Assistant City Manager/Community Development Director
Kim Cilley, Senior Assistant City Attorney

From: Lisa Quisito [redacted]
Sent: Friday, March 1, 2024 3:41 PM
To: Stephen Riley [redacted]
Cc: David Ragland < [redacted] Kimberly Cilley [redacted] Paul Spence [redacted] Guerra, Alicia C. [redacted] Rich Garchar [redacted] Mary Anne Rozsa [redacted] Lisa Quisito [redacted]
Subject: Re: New Offer Letter

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mr. Riley,

I am responding your inquiry of February 29, 2024 as to whether the Garaventa Hills Property owners are interested in a very contingent offer from the City of Livermore to buy their property for $1,736,960. They are definitely not interested. The owners are not interested in selling this property to the City of Livermore for reasons largely explained in response to your prior February 8, 2024 inquiry.

The owners are in a contract to sell the property to Lafferty Communities. They don't want to break that contract. They like the Lafferty development plan for their property. The owners would like to see the Lafferty project approved by the City. The owners do not want to receive any more purchase offers from the City as they are not in a position to sell their property to the City.

Moreover as was previously pointed out, even if the owners wanted to sell to the City (they do not), this could not be legally done. Both the owners and the City would probably get sued by Lafferty Communities if the current contract was broken.

We respectfully request that the City not send us any more offers to buy the property. We look forward to City's approval of the Lafferty project. Thank you.
Lisa Quisito

Sent from AT&T Yahoo Mail on Android

On Thu, Feb 29, 2024 at 8:35 AM, Stephen Riley [redacted] wrote:

Hi Ms. Quisito,

Please see attached offer letter from the City of Livermore as recommended by the Altamont Landfill Open Space Committee. Please contact me with any questions or concerns you may have. Thanks for your consideration.

Steve

Stephen Riley
Acting Planning Manager
Community Development
City of Livermore
(925) 960-4461
[redacted]
www.cityoflivermore.net



ALTAMONT LANDFILL OPEN SPACE COMMITTEE MEETING SUMMARIES

APPENDIX RP-B

to the
Garaventa Hills Project Recirculated Partial Draft EIR

Open Space Funds: Altamont Landfill Settlement Agreement Open Space Fund

Background

Established by 1999 Altamont Landfill Settlement Agreement. The Settlement Agreement includes two priorities for acquiring open space in East Alameda County (east of the Dublin SOI):

1. First priority is for the preservation of native biological diversity and/or wildlife habitat.
2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

Additional criteria developed and utilized by the Open Space Committee since 2004 include Strategic Value in Land Protection, Additional Funding Sources, and Willing Sellers.

The voting members on the Open Space Committee for east county acquisitions are the City of Livermore (Vice Mayor Carling), Alameda County (Shawn Wilson for David Haubert), and the Sierra Club (David Furst).

Currently there is about $20.6 million in the Altamont Landfill open space account.

Summary of September 15, 2023, Altamont Open Space Committee Meeting

Agenda, PowerPoint Presentation and Minutes are Attached.

Zoom Recording: 1:50 minute mark to 20:15 minute mark.

Agenda Item IV. Review Committee's Criteria for Acquiring Open Space - Steve Stewart, Planning Manager, City of Livermore – Informational Item

On September 15, 2023, the City of Livermore Planning Manager made a presentation to the Open Space Committee to review the Settlement Agreement Criteria for acquiring open space, and the criteria adopted by the Committee in 2004. Below is a summary of the presentation:

The following two criteria are written in the Settlement Agreement:

Settlement Agreement Criteria

1. First priority is for the preservation of significant native biodiversity value.
2. The second priority is for land with significant visual and/or non-motorized recreation value.

The following criteria developed and adopted by the Open Space Committee in 2004 are included on the Open Space Fund's grant application and utilized by the Open Space Committee for evaluating acquisition applications:

3. Strategic Value in Land Protection
4. Additional Funding Sources
5. Willing Sellers

The Committee developed and discussed the specific aspects below that would help clarify how properties would meet Settlement Agreement Criteria and Committee's Criteria:

Settlement Agreement Criteria

1. *Significant Native Biodiversity Value*

    a) Are native flora or fauna present on the property?

b) Are flora or fauna of special concern present? (e.g., biota listed on federal, or state endangered species lists or other comparable lists; species at the end of their natural range; unusual assemblages of species; rare plant communities; etc.)

c) Does the property contain important wildlife habitat or is it valuable for protecting nearby wildlife habitat, especially for species of special concern? (e.g., Is the property designated as critical habitat or does it serve to protect critical habitat; is it valuable for protecting hydrologic flows or watersheds on which native species depend?)

d) Is the property a corridor that links wildlife habitats?

e) Is the quality of the habitat good for native species? (e.g., Is it relatively intact; should it be acquired for restoration purposes?)

f) Is the habitat at risk from inappropriate (but permissible) uses if not protected?

2. *Significant Visual and/or Non-motorized Recreational Value*

a) Is the property identified as a scenic resource in city or county general plans?

b) Is the property identified as important for non-motorized recreation in city, county or park district plans?

c) Is the property identified as an important acquisition target by trail users?

Additional Criteria Adopted by the Altamont Landfill Open Space Committee

3. *Strategic Value in Land Protection*

a) Is the property at risk of development if not acquired or protected?

b) Can acquisition of the property protect a larger area from development (e.g., by securing an urban growth boundary or an existing greenbelt)?

c) Is the property contiguous to existing protected lands or does it link protected lands?

d) Does the property fit into a long-term strategic plan for land protection in Alameda County?

e) Does the property fit into a city's land protection goals?

4. *Additional Funding Sources*

a) Are other agencies, conservancies, conservation organizations or jurisdictions interested in helping protect the property?

b) Are there other sources of funds to tap?

c) Will collaboration on acquisition of a particular property forge relationships that will be valuable for future acquisitions?

5. *Willing Sellers*

a) Is the property currently on the market?

b) Are the property owners willing to sell the land or willing to sell conservation easements?

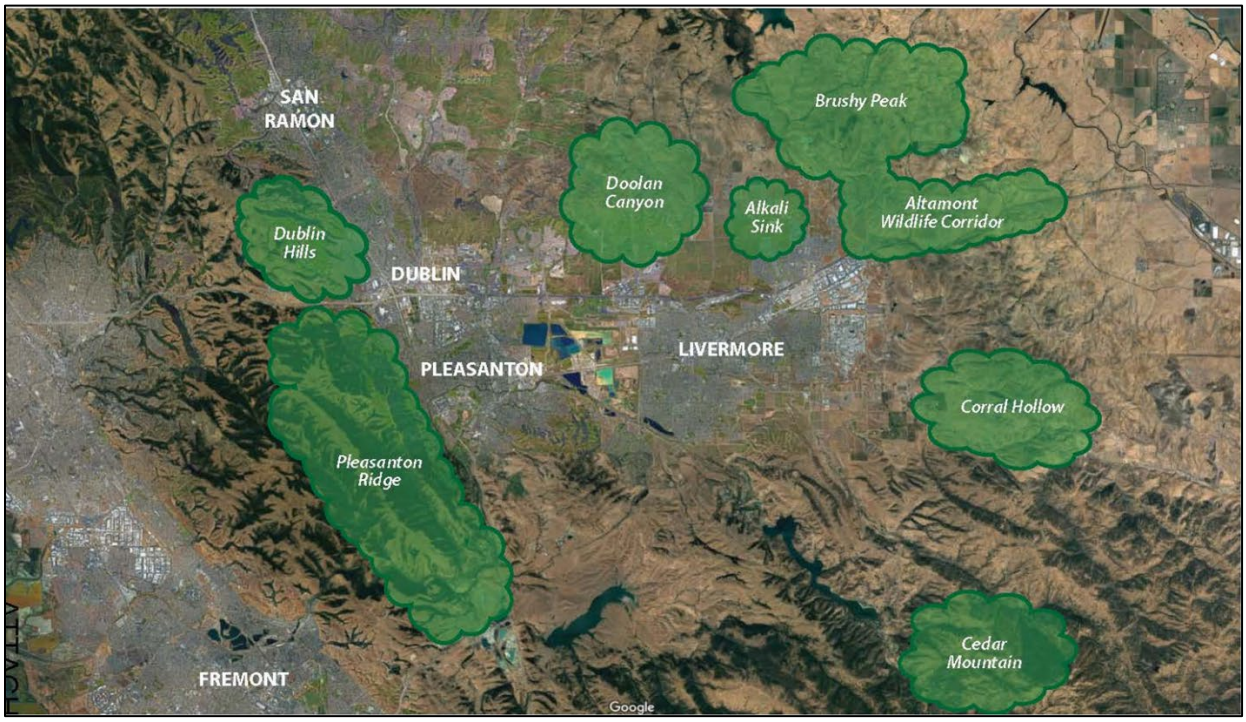
c) Have the owners expressed an interest in conservation values?

d) Are the owners aware of the concept of conservation easements and the availability of funds for their purchase?

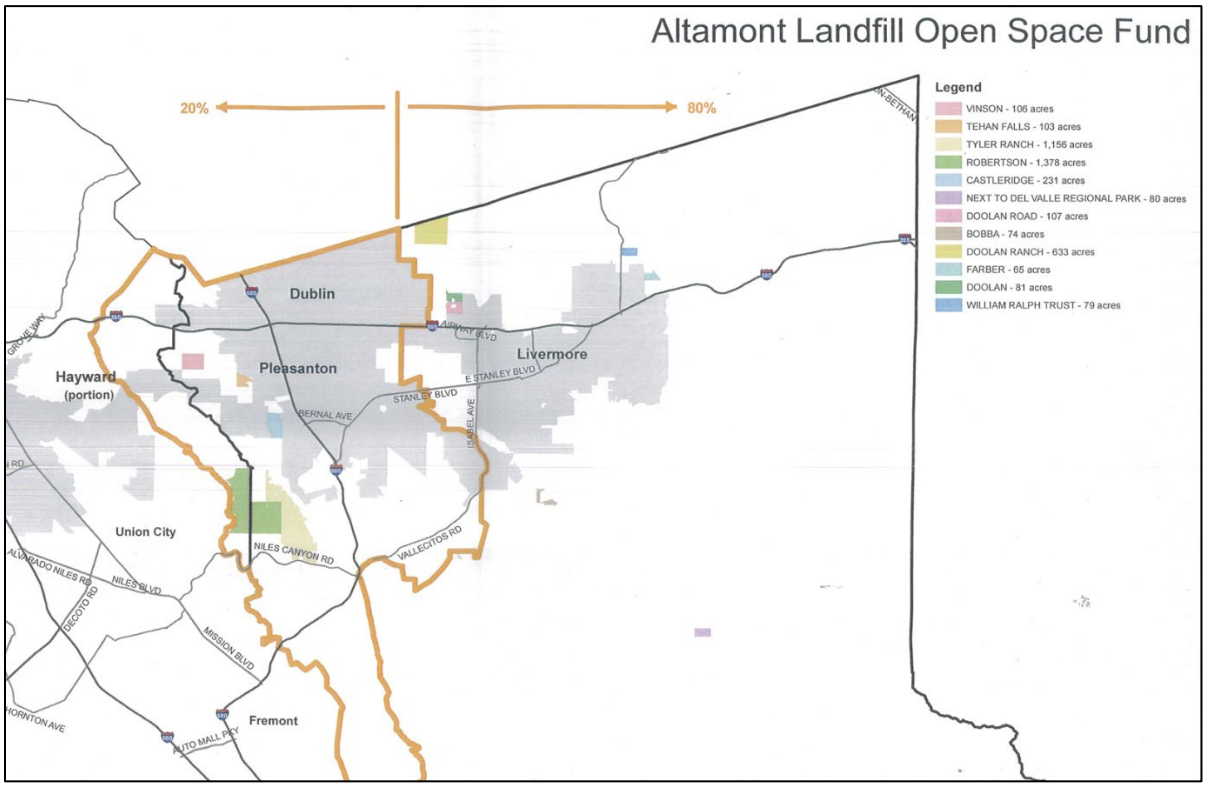
e) What is the cost of the property compared to the benefit received?

On September 16, 2016, the Committee adopted acquisition priority areas that are illustrated on the map below:

Altamont Landfill Settlement Agreement Open Space Acquisition Priority Areas



The Committee then reviewed the following figure and table as part of the September 15, 2023, presentation showing acquisitions over time:



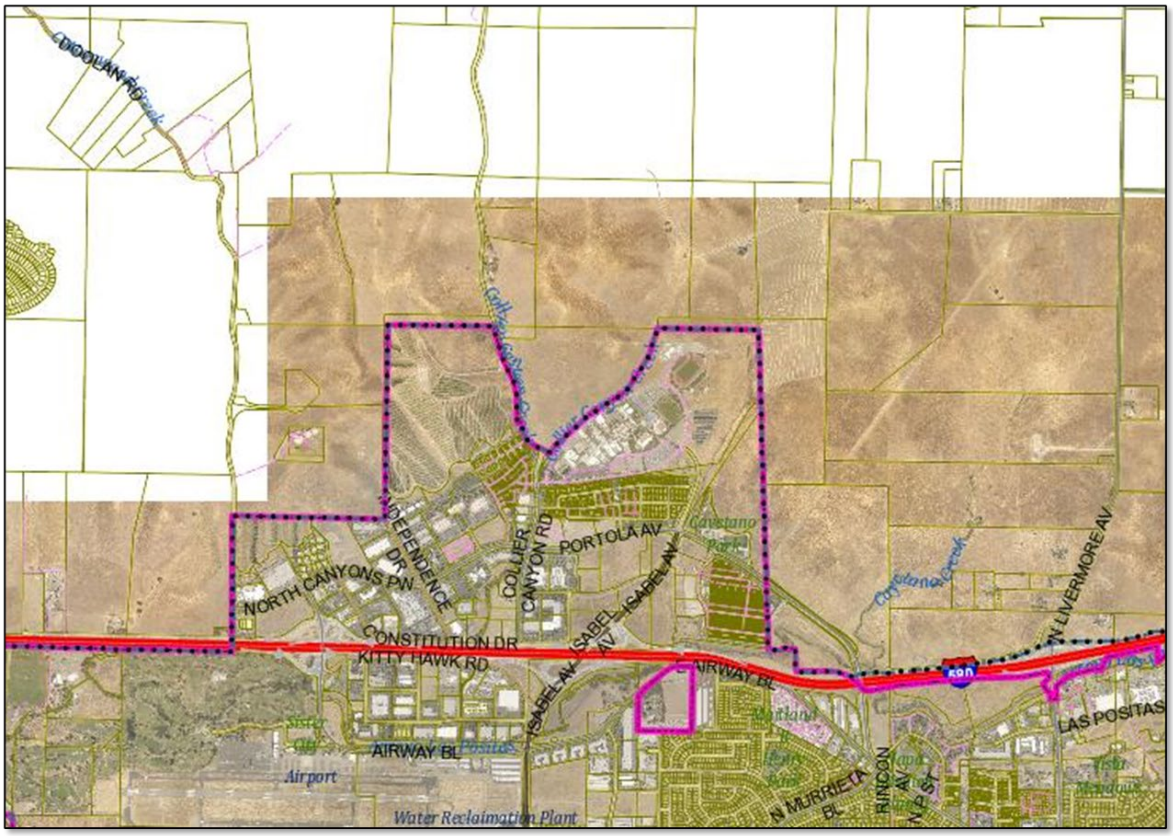
Altamont Landfill Settlement Agreement – East County Acquisitions

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
February 25, 2008	$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property).
July 13, 2009	$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
September 27, 2010	$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veterans' Hospital
October 25, 2010	$2,000,000	633	East Bay Regional Park District	Doolan Ranch
June 27, 2011	$1,000,000	65	East Bay Regional Park District	Farber Property
October 28, 2013	$420,000	81	City of Livermore	Doolan Road north of City-owned properties
December 9, 2013	$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Laughlin Road
October 27, 2017	$132,200	2	East Bay Regional Park District	Gosselin Property (staging area and trail easement for access to Doolan Ranch)
December 10, 2018	$1,000,000	137	City of Livermore	Doolan Road adjacent to Dublin and in proximity to Doolan Ranch
January 29, 2019	$500,000	0	Tri-Valley Conservancy	Shadow Cliffs to Del Valle Trail Bridge
Total	$7,092,665	1,258		

In conclusion, the Committee was reminded that all of these acquisitions were made utilizing the criteria in the Settlement Agreement and criteria adopted by the Open Space Committee. The Committee did not have any questions or further discussion.

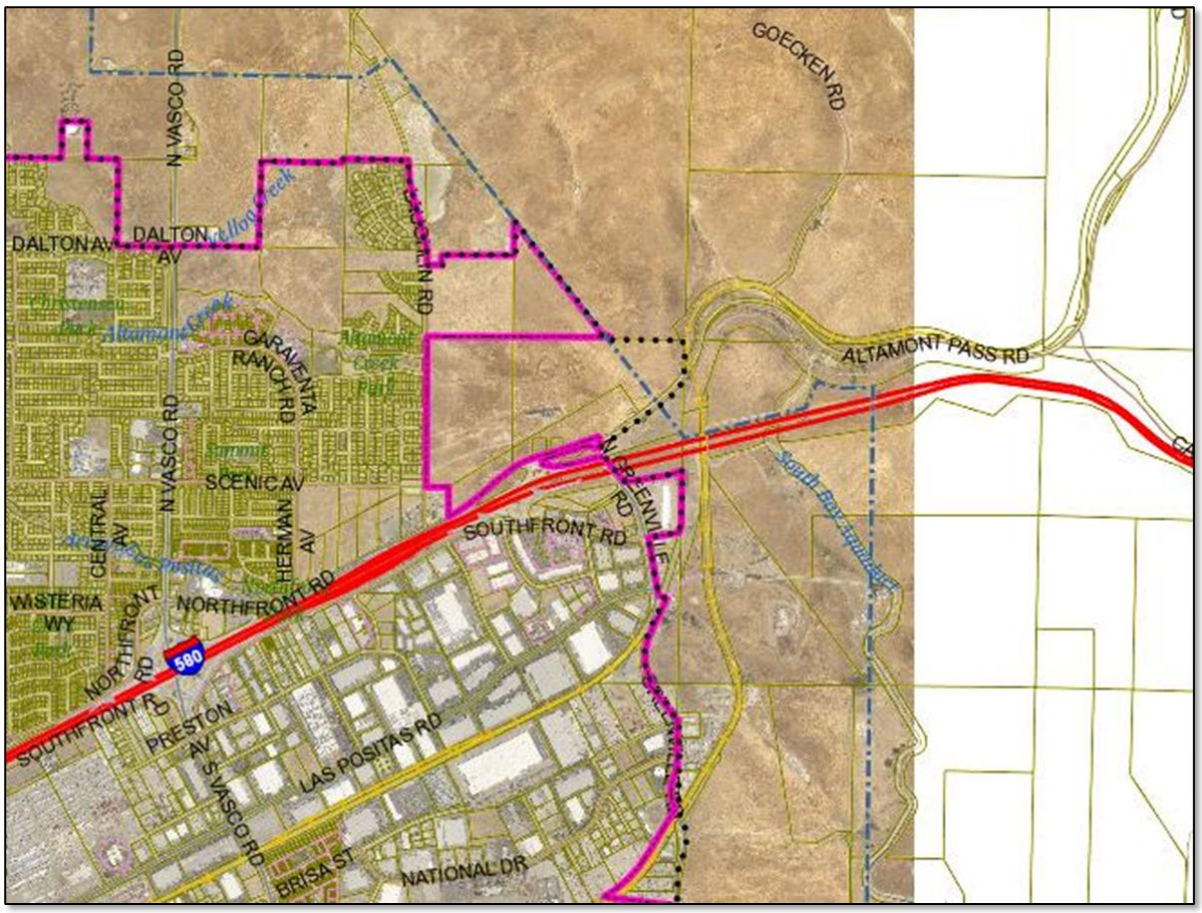
Agenda Item V. Update on open space/habitat acquisition activities - Steve Stewart, Planning Manager, City of Livermore – Informational Item

The Planning Manager displayed the following image and discussed the City of Livermore's open space and habitat acquisition activities:



The Committee was reminded that over the last 20 years since the Open Space Committee has been meeting, there have been occasional updates regarding acquisition activities of various organizations. The Planning Manager informed the Committee that city staff is engaging with a real estate broker for a property in the area north of Las Positas College and east of the existing vineyards along Collier Canyon Road. The City will continue engaging with the property owner, get authorization from the City Council to negotiate, and hopefully return with a grant application for the Open Space Committee to consider.

The following image was shown to continue the update:



The Livermore City Council recently authorized staff to conduct negotiations for a couple of properties north and south of I-580 and east of Greenville Road. These properties have the potential for wildlife corridors. Livermore hopes to return with grant requests for those properties.

The Garaventa Hills property was then referred to and stated that the Committee may have heard there is a push by some groups and neighbors for the city to buy the property. However, the property owner is not a willing seller. Therefore, based upon inconsistency with the Committee's acquisition criteria the property is not eligible for Altamont Landfill Settlement Agreement Open Space funds.

Generally, the Committee appreciated the update and looked forward to reviewing grant applications if they moved forward. See minutes recorded by Alameda County staff for additional information regarding these items.

Summary of February 16, 2024, Altamont Open Space Special Committee Meeting

Agenda, PowerPoint Presentation and Minutes are Attached.

Zoom Recording: 1:19:50 minute mark to 01:56:00 minute mark.

Agenda Item VII. Presentation and consideration of $440,000 Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive) (APN: 99B-5300-10). The City of Livermore is seeking to acquire the parcel in-fee title for open space preservation. – Steve Riley, Acting Planning Manager- City of Livermore – Action Item.

On February 16, 2024, the City of Livermore Acting Planning Manager made a presentation to the Open Space Committee for a grant to acquire the 32-acre Garaventa Hills property. Below is a summary of the presentation:

The grant proposal was in response to the appellate court ruling in March 2022. The Court ruled that the Garaventa Hills Recirculated Final Environmental Impact Report (RFEIR) no-project alternative analysis was inadequate because the RFEIR "failed to disclose and analyze information regarding the availability of funding sources that could have been used to purchase and permanently conserve the Project Site." (Court of Appeal, Published 3/30/2022).

The 32-acre site was shown outlined in blue. It lies north of I-580 and between North Vasco Road and Laughlin Road. The images showed the Garaventa Hills property context including the city boundary, and the North Livermore Urban Growth Boundary, the city's General Plan designation which is UL-1 that stands for Urban Low Residential – 1-1.5 units per acre, and the proximity to the Garaventa Wetlands Preserve owned and managed by the Livermore Area Recreation and Park District. Informal trails worn into and over the site visible on the aerial photograph are from people accessing the site.

Three images from different vantage points were shown, including the end of Bear Creek Drive looking west, looking north from Altamont Creek Park, and looking directly west from North Vasco Road.

As mentioned during the September 2023 presentation, the site has an extensive history, including the Livermore City Council approving a 44-unit single family subdivision on the site in 2019.

Later in 2019 Save the Hill Group filed a lawsuit challenging the Environmental Impact Report certification and approval of the project. The Superior Court denied the group's challenge.

Save The Hill Group appealed, and in 2022 the Court of Appeal reversed the Superior Court's decision because the no project alternative in the EIR should have considered preserving the project site as open space, instead of developing it, using potential funding from the Altamont Landfill Open Space Account and open space funds from the Dougherty Valley Settlement Agreement.

The project applicant, Lafferty Communities, and the property owners for the Garaventa property have exercised their right to modify the EIR and bring the project back for review by the City. Consistent with the Court findings, the no- project alternative analysis in the EIR will be modified to evaluate the potential to preserve the site as open space with funds from the Altamont Landfill Settlement Agreement Fund and Dougherty Valley Settlement Agreement Fund. Thus, the city is presenting this application to follow a process identified by the Appellate Court to address deficiencies in the EIR for a residential development on the property.

Based upon the environmental analysis done on the property over the years, and included in the application, acquiring the property would be consistent with the following Settlement Agreement criteria:

1. The first priority is for the preservation of native biological diversity and/or wildlife habitat.
2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

There are documented occurrences of California tiger salamander and California red-legged frog nearby, and the site consists of non-native grasslands that have the potential to serve as dispersal and/or aestivation habitat for both species. Burrowing owls were observed on or near the site in the past and they are expected to forage and nest on the site.

The seasonal wetland (0.004 acre) in the western portion of the Project is potentially suitable habitat for Vernal Pool Fairy Shrimp (VPFS) because VPFS occur in alkaline pools of varying depths, there are recorded occurrences of the species nearby, and the property lies within designated critical habitat for VPFS. The wetland is likely the result of a hole dug to create a dirt bike jump.

This site includes a couple of knolls with varying elevations between approximately 537 and 607 feet above mean sea level. It is visible to a smaller, more localized area of the surrounding homes, from Altamont Creek Park, and from Vasco Road. It has a 0.24 rating for viewshed on the Mapping Tool. The private property does not have formal public trails, but the public does access the site and has worn informal trails across the site which is likely the result in a 1.0 Recreation rating on the Mapping Tool.

The other criteria adopted by the Committee for evaluating open space grant request includes the following:

3. Strategic Value in Land Protection
4. Additional Funding Sources
5. Willing Sellers

<u>Strategic Value in Land Protection,</u>

The property is within the City North Livermore Urban Growth Boundary and City boundary. The City typically seeks to strengthen the Urban Growth Boundary by acquiring properties beyond to control and stabilize the land use. According to the mapping tool, this property is not within the top 100 parcels for land conservation prioritization.

However, the property is directly north of Altamont Creek and east of the Garaventa Wetlands Preserve owned and managed by the Livermore Area Recreation and Park District (LARPD) so the property would be strategic in terms of its adjacency to the Garaventa Wetlands Preserve and the parcels to the north where drainage flows to the greater Springtown Alkali Preserve.

The subject property gets a 0 in the three connectivity categories from the mapping tool.

<u>Additional Funding Sources</u>

City staff would meet and confer with Citizens for Balanced Growth to utilize open space funds from the Dougherty Valley Settlement Agreement to contribute half of the acquisition and transaction costs, approximately $440,000.00. Use of the Dougherty Valley Open Space Funds is subject to review and approval by the Livermore City Council.

Willing Sellers

The owners are not willing to sell the property to the City for open space value or discuss the sale of the property for residential value.

City staff provided copies of a series of recent communications between the property owners and the city regarding their intentions with the property. These copies include:

- February 2 offer letter at open space value sent to Garaventa family
- February 5 response from the property owners declining the offer
- February 8 follow-up letter from the city asking if they would be interested in negotiating acquisition at fair market value
- February 13 response from the property owners stating they are not willing to discuss selling the property to any entity other than Lafferty Communities.

All of the open space acquisitions to date utilizing this funding have met all five of these criteria and all 5 criteria are included in the Committee's standard grant application to illustrate the point that if it is included in the application, it should be considered by the Committee.

City staff concluded the presentation stating that the proposal before the Committee today is whether to contribute $440,000 in Altamont Landfill Settlement Agreement open space funds toward the acquisition.

Following the presentation, the Committee confirmed that offers were made to the property owners. One voting member of the Open Space Committee stated this was not a legitimate grant request because the city knows there is not a willing seller, and the city is only fulfilling the court's request. Some members of the public also stated this was a farce application. One member recollected a previous grant request for a property within the Livermore Urban Growth Boundary that had a value of $41,000 per acre. If applied to the Garaventa Hills Property, then an appropriate offer would be $1,784,000.

The voting representative for the City of Livermore then made a motion to offer the Garaventa Hills property owner $1.7 million. The Committee Chair said if the property owner accepts the value, then the application would return to the Committee for consideration.

See minutes recorded by Alameda County staff for additional information regarding this item.

Summary of March 15, 2024, Altamont Open Space Committee Meeting

Agenda, PowerPoint Presentation and Minutes are Attached.

Zoom Recording: 37:47 Minute Mark to 1:06:28

VI. Presentation and consideration of $850,000 Revised Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive) (APN: 99B-5300-10). The City of Livermore is seeking to acquire the parcel in fee title for open space preservation. – Action Item Steve Riley, Acting Planning Manager- City of Livermore – Action Item

On March 15, 2024, the City of Livermore Acting Planning Manager made a presentation to the Open Space Committee regarding the Garaventa Hills grant application that was continued from the February 16 meeting.

Consistent with Committee direction, the City of Livermore offered $1,736,000 to the Garaventa Hills property owners. In response, the property owner declined the offer and requested that the City not send any further offer letters.

Some members of the public were curious why the proposal was before the Committee if the property owner is not a willing seller. City of Livermore staff reminded the Committee that the matter is before them following the decision of the appellate court that said the “No Project” alternative in the Environmental Impact Report should include preserving the property as open space utilizing the Settlement Agreement funds.

The Committee voted unanimously (3-0) to recognize the owners of the property are not willing sellers and therefore do not meet the funding criteria and therefore the Committee will not approve funding for the purchase.

See minutes recorded by Alameda County staff for additional information regarding this item.

Top 100 Parcels for Land Conservation Prioritization as Ranked by the Land Conservation Prioritization Mapping Tool

APN	Acres	Score	rank
99A-2160-1-4	860.60	0.539038618	1
99A-2150-1-1	810.85	0.533927951	2
99A-2540-7-1	2.97	0.523412432	3
99A-2180-3	942.72	0.499667979	4
99A-2220-2	597.36	0.498235339	5
99A-2150-2-2	645.17	0.497594515	6
96-110-12	41.77	0.495096807	7
99A-2570-1	1025.51	0.493635935	8
99A-2580-1	552.69	0.493140924	9
96-100-15	9.11	0.492738038	10
99A-2180-2-6	470.20	0.491040865	11
99A-2220-1-19	473.67	0.490304939	12
99A-2540-3	1190.51	0.48862193	13
99A-2581-3-1	63.83	0.487832305	14
99A-2150-2-1	601.89	0.486035591	15
99A-2900-2	306.11	0.485114057	16
99A-2580-10	1323.05	0.485014013	17
99A-1800-4	669.94	0.484540946	18
99A-2900-1	121.12	0.48251878	19
99A-2580-9	282.71	0.482221443	20
99A-2150-1-2	383.08	0.482114453	21
96-460-12	1132.91	0.482112496	22
99A-2520-1-2	90.81	0.481999061	23
99A-1840-2	153.36	0.481823475	24
99A-2730-2	795.20	0.479709033	25
96-420-18-2	319.81	0.479640055	26
99A-2110-10-4	138.33	0.479004301	27
99A-2540-1	740.45	0.478574626	28
99A-1840-1-8	500.53	0.478231714	29
99A-2600-1-1	1153.14	0.477560621	30
99A-2800-2	683.84	0.477376911	31
96-100-8	737.23	0.477328439	32
99A-2130-2-5	280.57	0.477162926	33
96-100-7	807.65	0.476783604	34
96-420-15	169.12	0.47559782	35
96-420-16	305.24	0.475251504	36
99A-2110-7-4	97.77	0.475182976	37
99A-2540-4	323.89	0.475137325	38
96-100-4	685.22	0.474396012	39
99B-5610-1	319.18	0.474221538	40

99B-5680-1	335.73	0.474193994	41
99A-2485-2	642.52	0.473901797	42
99A-2200-1-33	520.94	0.473305983	43
99B-5650-2-1	70.52	0.472692428	44
99A-2630-2	655.42	0.472070125	45
99B-5650-2-4	83.35	0.472039048	46
96-420-19-2	316.42	0.471989995	47
96-460-8-3	199.63	0.471863214	48
99A-2630-1	1924.70	0.471654097	49
99A-2630-3	611.58	0.471214254	50
85A-6401-1-19	219.47	0.471000314	51
85A-3250-3-6	48.75	0.470834071	52
99A-2540-7-2	1304.39	0.470622999	53
99A-2180-1-3	311.36	0.470578577	54
99A-2470-5	193.62	0.470251429	55
96-100-3-2	474.30	0.469630703	56
99A-2570-2	211.35	0.468925445	57
99A-2110-10-7	100.23	0.468871884	58
96-110-11	41.01	0.468583722	59
99B-5680-15	208.61	0.468517049	60
99A-2190-1	1382.61	0.468272436	61
99A-2180-4-5	309.15	0.467611082	62
99A-2630-8	728.95	0.467126936	63
99A-2160-1-3	30.66	0.466006581	64
99A-2200-1-25	338.01	0.464030293	65
99A-2210-1-2	598.47	0.462035437	66
99B-6100-3-11	57.31	0.461657633	67
99A-2110-5	100.00	0.461507315	68
99A-2170-1-6	256.97	0.461494762	69
96-460-8-2	186.82	0.461416867	70
99A-1830-3-2	99.46	0.461142257	71
99A-2800-3	162.61	0.460440808	72
99A-2581-7	26.62	0.460239488	73
99A-1760-1-4	112.79	0.460143325	74
99A-1760-1-5	112.85	0.458976105	75
99A-2110-8	100.07	0.458701494	76
99A-2630-7	1250.85	0.458600177	77
99A-1830-3-4	99.97	0.457947629	78
99A-2100-8-1	100.09	0.457400512	79
99A-1840-3	100.01	0.457155009	80
941-2600-1-3	304.09	0.457023326	81
99A-2170-1-5	648.34	0.456924508	82
99A-2720-3	266.59	0.456786174	83
99A-1830-1-13	102.28	0.456771087	84

99A-2200-5	92.07	0.456704475	85
99B-5600-2-3	62.63	0.456219497	86
96-460-14	147.13	0.455951269	87
99A-2530-1-2	637.65	0.455801971	88
99A-2200-1-12	19.66	0.455723541	89
99A-2200-3	25.44	0.455524276	90
99A-2800-13	639.11	0.454433157	91
96-110-6-1	19.47	0.454365062	92
96-460-13	35.74	0.454220109	93
99A-2800-4	163.49	0.454073676	94
99A-2480-1-3	299.03	0.45404435	95
99B-5600-2-5	105.79	0.453506764	96
99A-2730-1-1	210.81	0.452818836	97
99A-1760-2	80.14	0.452624166	98
99B-5685-4	147.19	0.452333436	99
99B-5680-14	74.11	0.452269724	100

Data from the Land Conservation Prioritization Mapping Tool, developed for Altamont Landfill Open Space Committee by University of California, Berkeley, July 2021, available at: https://geoportal.ucanr.edu/alosac/.

Parcels are scored in the areas of habitat for special status species, wildlife connectivity, recreation and scenic views.

ALTAMONT LANDFILL OPEN SPACE COMMITTEE FEBRUARY 16, 2024 MEETING AGENDA, MINUTES, AND GARAVENTA PRESENTATION

APPENDIX RP-C

to the
Garaventa Hills Project Recirculated Partial Draft EIR

ALTAMONT LANDFILL & RESOURCE RECOVERY FACILITY
OPEN SPACE ADVISORY COMMITTEE

Shawn Wilson, Chair – Alameda County
Councilmember Robert Carling – City of Livermore
Councilmember Jeff Nibert – City of Pleasanton
David Furst – Sierra Club

SPECIAL MEETING AGENDA

Regional Meeting Room, Dublin City Hall – 100 Civic Plaza, Dublin, CA

February 16th, 2024 ***12:30 p.m. – 2:30 p.m.***

IN-PERSON PARTICIPATION: The meeting site is open to the public. All in-person participants must adhere to posted health and safety protocols while in the building. If attending in-person and you wish to speak on a matter, please fill out a speaker card and submit to the Secretary as soon as possible. Before speaking, please state your name.

REMOTE/TELECONFERENCE PARTICIPATION: Members of the public may observe and participate in meetings by following the instructions in the teleconferencing guidelines posted on-line with the agenda at:
http://acgov.org/cda/planning/documents/TeleconferencingGuidelinesforPublicHearings.pdf

AT THE NOTICED DATE AND TIME LISTED ABOVE THE ZOOM WEBINAR IS ACCESSIBLE AT THIS WEB ADDRESS: https://us02web.zoom.us/j/87632096647

BY PHONE ONLY: (669) 900-9128 or (346) 248-7799 **Webinar ID**: 876 3209 6647

I. **Call to order/Roll Call**

II. **Approval of Minutes** – January 19, 2024 – *Continued to March 15th, 2024 Meeting*

III. **Public Comment –** Any member of the public may address the committee on a matter not on the regular agenda. No discussion or action may be taken on these items.

IV. **Presentation and consideration of $980,000 Grant Proposal for 82-Acres at the "Hartford Hills Property" (**APNs: 902-9-3-1 and 902-9-3-2**).** The City of Livermore is seeking to acquire in fee title for open space preservation –Jake Potter, Senior Planner - City of Livermore – *Action Item*

V. **Presentation and consideration of $1,740,000 Grant Proposal for 125-Acres at 18 Greenville Road (**APN: 099B-5685-01200**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner - City of Livermore – *Action Item*

VI. **Presentation and consideration of $520,000 Grant Proposal for 32-Acres, commonly referred to as the "Cross Property" (**APN: 099B-5680-00400**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner - City of Livermore – *Action Item*

VII. **Presentation and consideration of $440,000 Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive) (**APN: 99B-5300-10**).** The City of Livermore is seeking to acquire the parcel in-fee title for open space preservation. – Action Item Steve Riley, Acting Planning Manager- City of Livermore – *Action Item*

VIII. **Update on available funding** – County CDA Staff

IX. **Future Agenda Items/Speakers**

X. **Next Meeting** – March 15th, 2024, at a different location:

Alameda County's Public Works Building in Dublin
Address: 4825 Gleason Drive, Dublin, CA 94568

XI. **Committee Questions / Comments / Adjournment**

This meeting is open to the public. Please contact Maria Palmeri, Alameda County Planning Department at (510) 670-5400 if you have any questions regarding this meeting.

ALTAMONT LANDFILL OPEN SPACE ADVISORY COMMITTEE
February 16, 2024
12:30p.m. to 2:30p.m.
APPROVED MEETING MINUTES

I. Call to order – The meeting was called to order by Shawn Wilson at 12:32 p.m.
Present: Chair Wilson, City of Livermore Robert Carling, City of Pleasanton Councilmember Jeffrey Nibert, David Furst representing the Sierra Club.

II. Approval of the minutes of January 19, 2024 – Continued to March 15th.

III. Public Comment – Any member of the public may address the committee on a matter not on the regular agenda. No discussion or action may be taken on these items.

Doug Mann, representing Citizens for Balance Growth, gave an overview of the organization. He said the funds from this organization are used the same way as the Altamont Open Space funds. He said this committee in the past has had only one request per agenda. about one per year. Today an unprecedented four applications representing 25% increase of all proposals over the last 25 years. He said City of Livermore hastily put together 4 grant applications last Thursday, putting these on the agenda as a special meeting so soon is a big mistake. He asked that the meeting be cancelled and continue the items to a future agenda. These projects should not be mishandled or compromised.

Karen Gouveia said she runs a non-profit for animals and said there is always a hidden agenda when items are put on an agenda so fast. She has learned that people who are in these positions constantly have people in their ears that want funds. There is an agenda tonight. She spoke on battery storage, toxicity of battery storage, and energy crisis. She told the commission that they have the right to say no.

Chair Wilson asked county counsel if items 4, 5 and 6 could be presented at the same time. County Counsel said yes. Member Furst asked about procedure and the timeline for when the meeting was called, the City informed the committee in January that they planned to submit grant applications. He asked why a special meeting and is there some politics involved in this. Liz said it is not the committee's role to consider political issues when considering grant proposals. The criteria in the settlement agreement for habitat value, scenic value, and value for non-motorized recreation are very specific.

The Chair said in the past the applicant has been a special district or land trust, and not sure if this committee has considered an application from the City. He asked County Counsel if he is allowed to vote for grants that are located in the community he serves. County Counsel said there have been grant applications from the City of Livermore in the past. These items are on the agenda for discussion and action. The committee has discretion on actions on the items.

IV. Presentation and consideration of $980,000 Grant Proposal for 82-Acres at the "Hartford Hills Property" (APNs: 902-9-3-1 and 902-9-3-2**).** The City of Livermore is seeking to acquire in fee title for open space preservation –Jake Potter, Senior Planner - City of Livermore – *Action Item*

Jack Porter, City of Livermore, spoke on the general plan policy, open space policy programs and preservation and conservation purposes. The city intends to acquire the approximately 82-acre

property in fee title for conservation and open space purposes. It is west of Spring Town. He shared photos of the property. The City of Livermore was contacted by the property owner. The city has worked with the property owner and the total cost will be close to $2 million and the grant application is for $980,000. He spoke on how the property meets the criteria of the settlement agreement. The property would be purchased for open space in perpetuity.

Member Furst asked about the T-6 trail and how committed the city is to building the trail. He said the city checked the box for recreational value but he has not seen any historic commitment from the city. The city has had this trail on their plans for twenty years. Steve Riley said the purchase will help facilitate the building of the trail. Member Furst asked about the price increase in the cost per acre of $23,000. The normal range would have been $9,000 to $10,000. He asked why the city is buying land outside the city limit. Steve Riley spoke on the appraisal and that the goal is to preserve the land for open space and that the city has bought land outside of city limits before. Member Nibert said this grant is only asking for 50% of the purchase price. Steve Riley spoke about city funding and that just like the committee, they want to get the most bang for the buck. It all depends on funds the city has available. Member Nibert asked County staff if there are any guidelines about the percentage of purchase price the committee will fund. Liz said historically the committee has favored applications where applicants have other funds available, matching funds for the purchase, but there is no set percentage required. Member Nibert said regarding this property, it looks like there are quite a few species identified. Jack Porter said staff used a number of resources to determine species at this location.

Member Carling said the grant proposal is for half of the purchase price. Dick Schneider said in the past this committee has given 50% of the funds in most cases. Chair Wilson said there are costs for maintenance, costs affiliated with the purchase and how will the costs for maintenance be addressed in perpetuity. Steve Riley said they did not include maintenance costs in the purchase price, the city does have funds for maintenance and operations for the property. Chair Wilson said the reason he wanted to hear the items together was to have them all side by side to compare them. He asked city staff if there is another buyer interested in the property. Steve Riley said he has not heard of another potential buyer and the city has negotiated with the owner of the property.

Member Furst said the Tri-Valley Conservancy places easements on properties to keep them for open space in perpetuity. He asked if the city contacted them. Steve said no. Member Furst said the city is buying it for open space preservation, but what if a future mayor decides to develop it, what is the guarantee in writing to keep it as open space? County Counsel said any grant given by this committee is subject to a grant agreement which requires that the property stay as open space and if not the funds are to be returned to the committee. The Chair asked if the property is in Measure D. Steve said yes, and in the city's general plan is designated as open space.

Liz asked about the City's open space funds that are being applied to this purchase. Steve said the city has two types of funds, one comes from transferable development credit program and other additional funds from easements. Liz asked if the property will be used for mitigation. Steve said the city could sell conservation easements. Liz said there was a transaction in the past where the city did sell conservation easements and in that case the city returned some of the funds to the committee. County Counsel said the requirement in the settlement agreement is that the funds not be used to acquire property where it is used for mitigation and in that case, this may not be suitable use for the funds. Jack Porter said the city at this time has no projects associated with this property.

Member Furst said his understanding is that the city is saying that this meets the recreation criterion because of the T-6 trail. He spoke on the original plans not including this parcel and there is no recreational value to this property without the trail. The trail is included in the scoring on how it meets the criteria. Steve said it is the city's plan to build the T-6 trail.

Public comment was open.

Doug Mann said there are Native American groups interested in buying the property and they sent letters to the city. His group asked the city if they had taken into consideration the letter from the Native American groups. Livermore's role is to manage the city and what they should not do is abuse the grant process to land grab and urged the committee to deny the grant and informed the committee that there will be another grant proposal soon for this property.

Kelly Abreu said this committee is doing what they are supposed to do and asking important questions. If applicants are required to give the funds back, is that with interest? This committee has the ability to say no and make a wise decision. There is no proof that it will be used for conservation.

Dick Schneider spoke on the inflated per acre price and how this will set a precedent for future grant proposals. He pointed out that the application says recreational is the second use and that and the primary use is habitat, and recreation and protection of biodiversity sometimes are in conflict. He said sometimes people go off a trail. How is this land going to be policed to prevent the recreational value from damaging biological value.

Jean King asked about the condition of refunding the money if the property is not kept as open space. County Counsel explained the process. Jean King said if the city decides to use the property for something else then the only thing they have to do is to return the funds. She said it might be a good idea to have a guarantee that it will be kept for open space. She spoke on another piece of property the City owns that is not being managed well. It is important that the city take care of the habitat.

Brian Sheehan, resident of Livermore, representing multiple properties as well as religious institutions, said he is concerned with the process regarding the applications. He is here specifically for the cross on the hill. There are other buyers interested and it could stay in private ownership. This will set a precedent and it takes away the opportunity for someone else to buy it. Would like to have a month to review the application. He asked about the Brown Act and the noticing requirement for this meeting. County Counsel said the noticing requirement is 24 hours. He asked the committee to give people time to review, there are thousands of people interested and they all vote. He said he does not like government taking over property that one of the residents could buy.

Carol Silva lives on Ponderosa Drive, and ever since the beginning of COVID, a lot of people use this path. This process is going too fast. She spoke on her ranch conservation easement and there were several meetings for the easement. This special meeting had very little notice. She is concerned with the habitat. She said the indigenous community should have a voice in this, the Europeans colonized this land and took ownership when there were tribes here.

Andy Ross, staff for the City of Livermore, addressed Jean King's comments about a property the city owns. He said the city is working with Tri-Valley Conservancy to address those issues. Funds from this committee were used to purchase Doolan Canyon properties, there were two properties, about 100 acres and adjacent to the city limits. It was fully funded including funding for maintenance and preservation.

Member Nibert asked if this is a conservation easement purchase and will it be in perpetuity. Steve said the city holds the conservation easements in perpetuity. Sometimes they have to partner with a land trust, and it takes time and funding for the easement maintenance. In order to ensure proper stewardship, it takes funding. Member Nibert noted that he is sensing a lot of distrust towards the city, and asked what is the alternative? Have someone else buy the property? Chair Wilson said the concern is the process and if there is another alternative, it should be vetted. Do not want to lose the opportunity, but there is a question regarding the process and waiting is a reasonable approach. If there is another buyer, it should be fully vetted.

Member Carling said it has been six years since the last grant was approved. The committee has

been talking about how to spend the money and preserve open space and this is exactly what the city has brought to the committee today. Not sure that waiting another month, the committee will have more information than it has today. City staff said it takes a vote of the people to change the urban boundary. He heard that the owner of this property had looked for a developer. The property owner approached the city to annex the property. The property owner is looking for ways to sell. The open space committee has funds to purchase the property and this is the right time. Waiting is not going to add more information.

Member Furst said the city does not need this property to build T-6 trail. There is some suspicion. Someone mentioned that there is someone else interested in buying the property to preserve it in perpetuity. The city potentially could buy the property with help from the Open Space fund and then sell to a developer and build housing. There is a worry that the city has other ideas and the city could sell the land, give back the money and T-6 is not dependent on this purchase.

The Chair said he would feel more comfortable if there are other options out there and that they are fully vetted before making a decision. As of now, he is not ready to vote. Member Nibert asked if he would be voting on these applications since he represents the City of Pleasanton. Liz said only the County, City of Livermore, and Sierra Club would vote since the grants are for properties in the eastern area.

Member Carling moved to approve the grant proposal. Motion failed for lack of a second. The Chair moved to table the item for thirty days and asked staff to look for other options and bring it back to this committee. Member Furst seconded the motion. Motion carried 3/0.

V. Presentation and consideration of $1,740,000 Grant Proposal for 125-Acres at 18 Greenville Road (APN: 099B-5685-01200**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner - City of Livermore – *Action Item*

Item continued to March 15, 2024 meeting.

VI. Presentation and consideration of $520,000 Grant Proposal for 32-Acres, commonly referred to as the "Cross Property" (APN: 099B-5680-00400**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner - City of Livermore – *Action Item*

Item continued to March 15, 2024 meeting.

VII. Presentation and consideration of $440,000 Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive) (APN: 99B-5300-10**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation. – Action Item Steve Riley, Acting Planning Manager- City of Livermore – *Action Item*

Steve Riley presented the staff report. He said in 2019 the City approved a 44 unit single family subdivision. The Save the Hill Group filed a lawsuit challenging the approval of the project. In 2022 the trial court directed the City to vacate and set aside its certification of the RFEIR and approval of the project. The city is seeking funding from this committee to preserve this property as open space. He expanded on how this project meets the funding criteria. The property owners are not willing to sell the property to the city for open space value.

Member Furst said on the grant application it says that the property is to be kept as open space. He asked if the city is going to rezone. Is the city willing to raise the funds to buy it at market value? If the value is $16 to $20 million and then it is rezoned to open space the value will be

lower. Steve Riley said it is up to City Council. The city is following the direction of the court to preserve it as open space. From staff's perspective, the funds could go much further for other acquisitions because the cost of this land is at suburban value, even though property owner is not interested in selling to the city.

Member Furst said this is not a legit grant request, because the city knows there is not a willing seller and the city is only fulfilling the court's request. Member Nibert asked about the zoning in the housing element. Steve said it is housing. He said the property owner has the right to move the project forward. The applicant would like to revise the EIR and move forward with the project. It is his right and he may go before City Council.

Public comment was open.
Doug Mann said this is a farce application. The site will not be urbanized. The city has to do some things per the court's direction. This is going to be another process for years as long as the developer is as delusional as they are. If this committee grants this, then this committee will have a liability. If denied the city still got what they needed.

Dick Schneider said he does not think this is a serious proposal. This property is inside the urban growth boundary and could be developed and it should have a higher value. This committee funded the purchase of the Farber property in 2011, it is inside the urban growth boundary, the value per acre was $41,000. If applied to this property would get a bid of $1,784,000. If this was the proposal, this would be a serious proposal. This would be fair.

Karen Gouveia said should not be in a hurry to spend the funds. Need to use discretion and get things clarified.

Carol Silva said she supports preserving the Garaventa property. She agrees with the previous speaker that this is not enough to incentivize the sale. The city just wants to say they made an offer.

Kelly Abreu said he agrees regarding the value. He said this property is just like the Cayetano hills next to Las Positas. This idea of WA contracts is a scam. He spoke on other properties under WA contract in Fairview and Sunol with uses that are not allowed. He said WA contracts are supposed to protect ag land, structures are not allowed, or industrial sites or storage yards or airports, but it is okay because the County does not enforce the contracts.

Jean King said she supports easements for Tri-Valley Conservancy. This is a great property and if important should pay the money.
Public comment was closed.

Steve Riley noted that the property owner wants to move forward with the development even if this committee doubles the property value. Member Carling moved to offer $1.7 million. County Counsel asked clarification on the motion. The Chair said if the property owner accepts the value, then the application will come back to this committee for consideration.
Member Carling asked that the remaining two grant applications be continued.

VIII. Update on available funding – County CDA staff – None

IX. Future Agenda Items/Speakers – None

X. Next meeting – The Chair said the next meeting will take place on March 15th.

XI. Committee Questions/Comments



Altamont Landfill Open Space Committee

Garaventa Property

February 16, 2024

Steve Riley, Planning Manager

LIVERMORE CALIFORNIA

EXHIBIT B

Context

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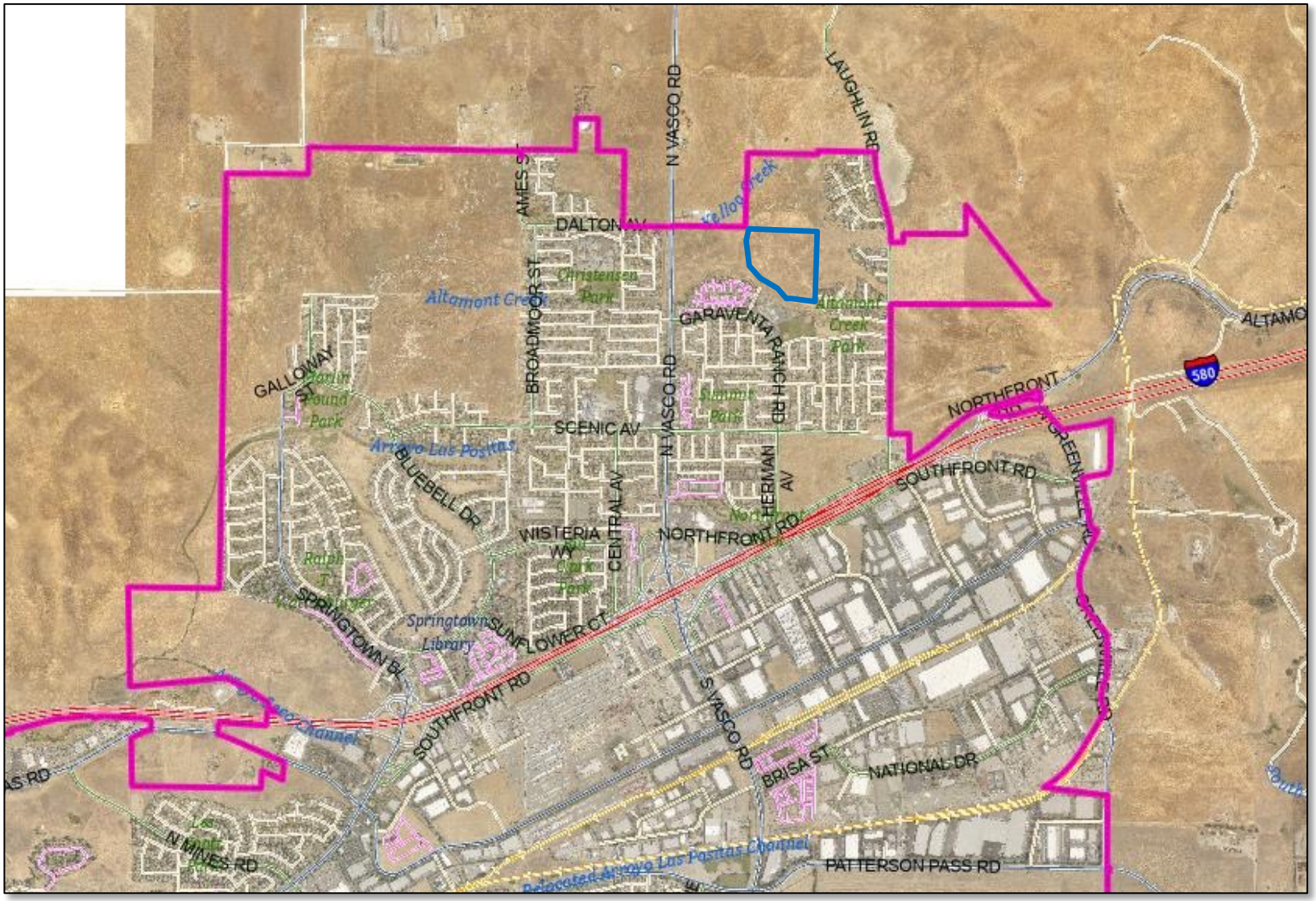
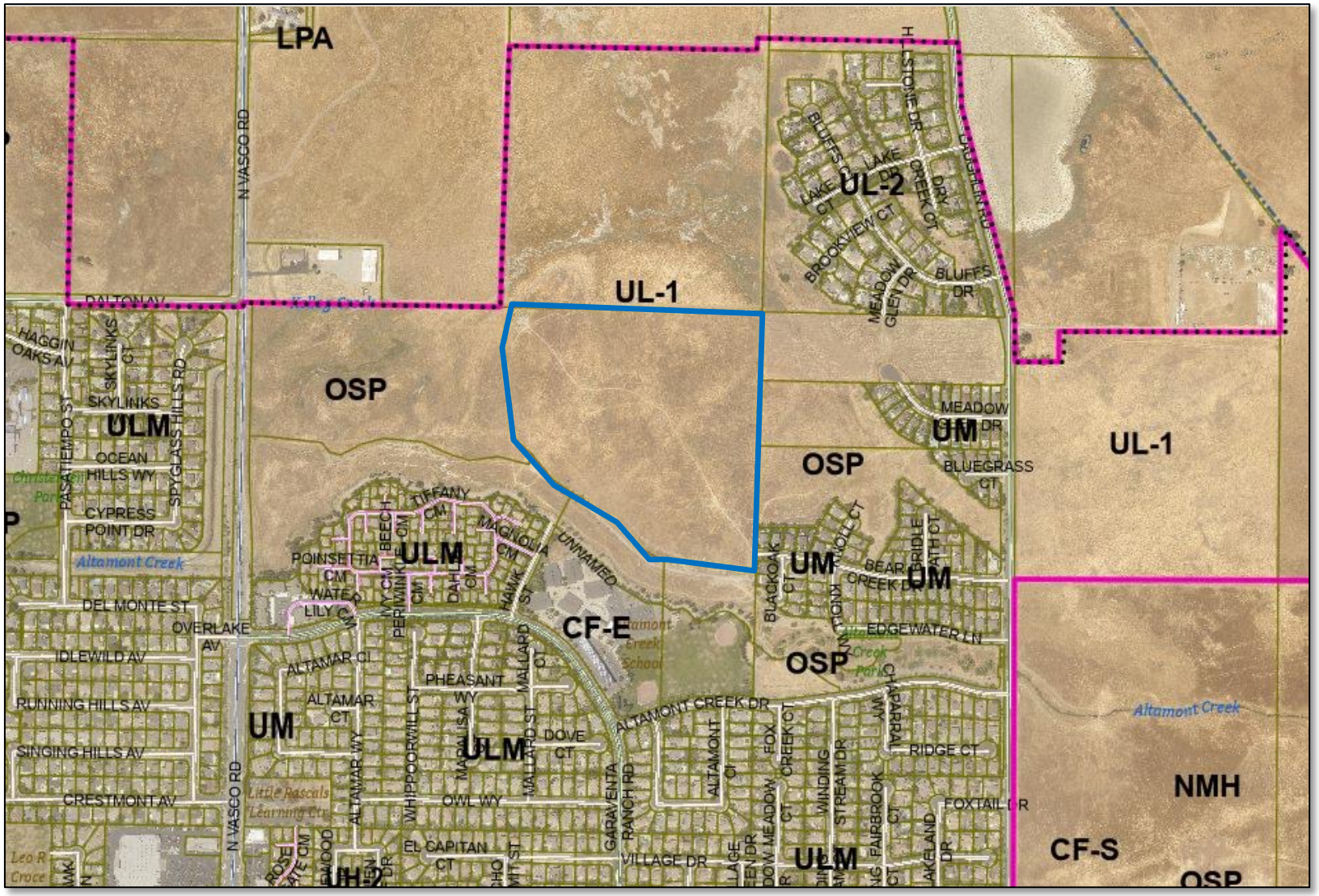


EXHIBIT B

Site



Site and Context



Looking west from Bear Creek Drive



Looking north from Altamont Creek Park



Looking east from Vasco Road

ALOSC Funding Criteria

Settlement Agreement Priorities for Open Space Acquisitions:

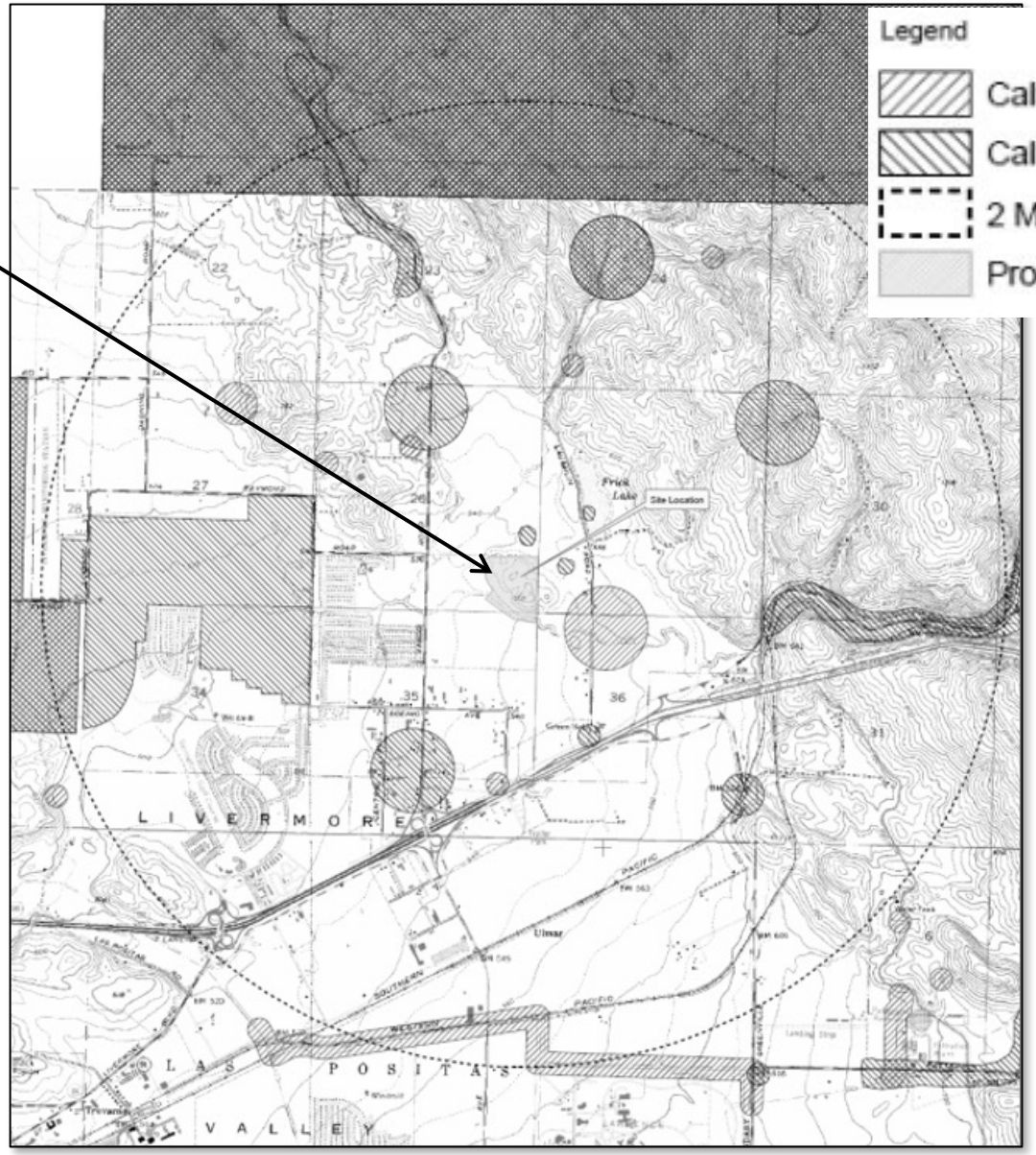
1. The first priority is for the preservation of native biological diversity and/or wildlife habitat.

2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

EXHIBIT B

ALOSC Funding Criteria

Project Site



ALOSC Funding Criteria



EXHIBIT B

ALOSC Funding Criteria

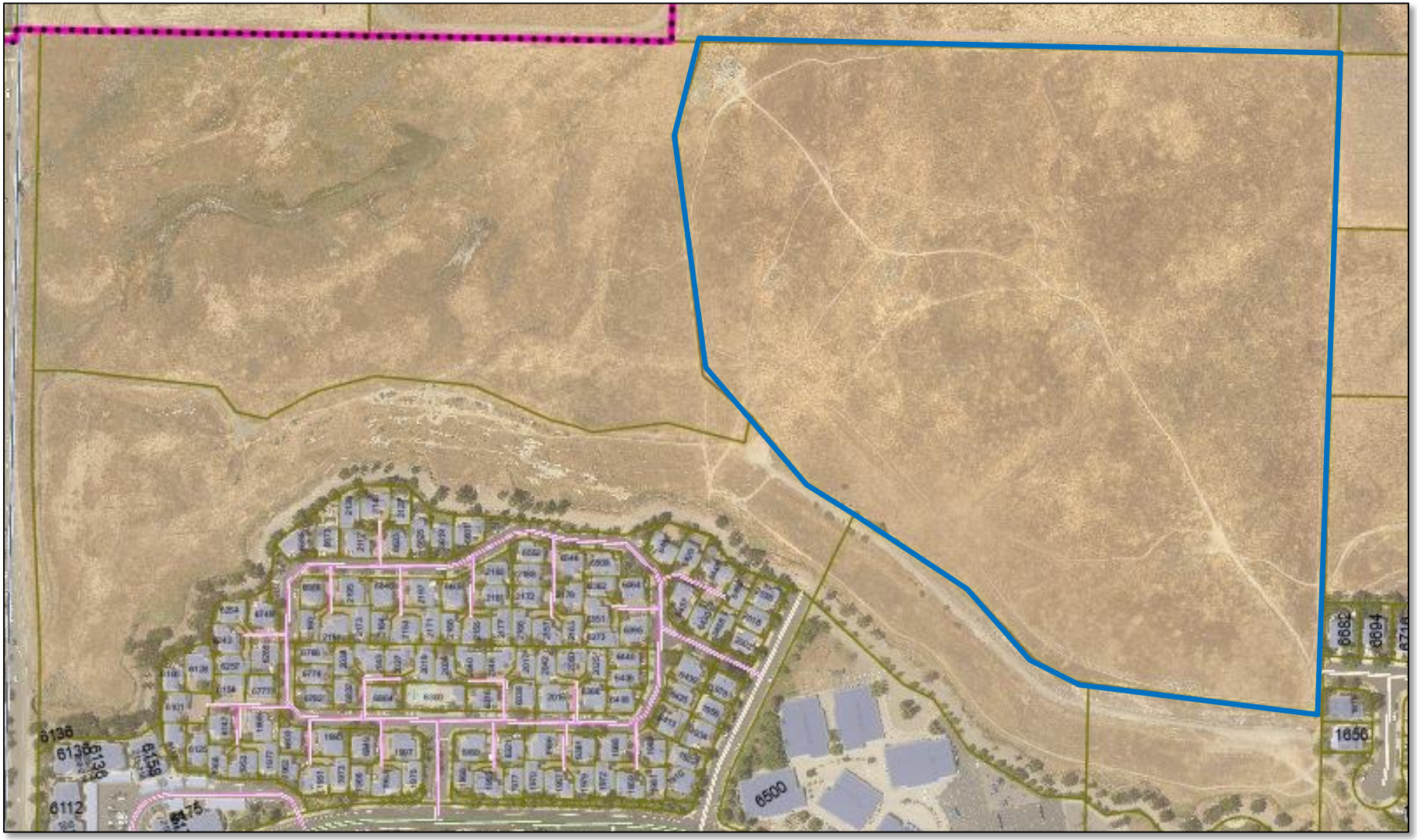


EXHIBIT B

ALOSC Funding Criteria

Settlement Agreement Priorities for Open Space Acquisitions:

1. The first priority is for the preservation of native biological diversity and/or wildlife habitat.

2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

Additional Criteria Adopted by the Altamont Landfill Open Space Committee:

3. Strategic Value in Land Protection
4. Additional Funding Sources
5. Willing Sellers

Project Costs

Itemized Expenses (Estimated)

Proposed Purchase Price	*$868,480 ($27,140/acre)*
Transaction Costs	*$11,520*
Total Project Cost	***$880,000***
Funding from ALOSC	*$440,000*
Funding from Dougherty Valley Settlement Agreement Fund	*$440,000*

ALTAMONT LANDFILL OPEN SPACE COMMITTEE MARCH 15, 2024 MEETING AGENDA, MINUTES, AND GARAVENTA PRESENTATION

APPENDIX RP-D

to the
Garaventa Hills Project Recirculated Partial Draft EIR

ALTAMONT LANDFILL & RESOURCE RECOVERY FACILITY
OPEN SPACE ADVISORY COMMITTEE

Shawn Wilson, Chair – Alameda County
Councilmember Robert Carling – City of Livermore
Councilmember Jeff Nibert – City of Pleasanton
David Furst – Sierra Club

SPECIAL MEETING AGENDA

Please note different location

Alameda County Public Works Building, 4825 Gleason Drive, Dublin

March 15, 2024

12:30 p.m. – 2:30 p.m.

IN-PERSON PARTICIPATION: The meeting site is open to the public. All in-person participants must adhere to posted health and safety protocols while in the building. If attending in-person and you wish to speak on a matter, please fill out a speaker card and submit to the Secretary as soon as possible. Before speaking, please state your name.

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BY PHONE ONLY: (669) 900-9128 or (346) 248-7799 **Webinar ID**: 876 3209 6647

I. **Call to order/Roll Call**

II. **Approval of Minutes** – January 19 and February 16, 2024

Attachment **Attachment**

III. **Public Comment –** Any member of the public may address the committee on a matter not on the regular agenda. No discussion or action may be taken on these items.

IV. **Presentation and consideration of $980,000 Grant Proposal for 82 Acres at the "Hartford Hills Property" (**APNs: 902-9-3-1 and 902-9-3-2**).** The City of Livermore is seeking to acquire the parcels in fee title for open space preservation – Jake Potter, Senior Planner, City of Livermore – *Action Item (continued from February 16, 2024)*

Attachment **Attachment** **Attachment** **Attachment** **Attachment**

V. **Presentation and consideration of $1,740,000 Grant Proposal for 125 Acres at 18 Greenville Road (**APN: 099B-5685-01200**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner, City of Livermore – *Action Item (continued from February 16, 2024)* **Attachment** **Attachment**

VI. **Presentation and consideration of $850,000 Revised Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive)** (APN: 99B-5300-10). The City of Livermore is seeking to acquire the parcel in fee title for open space preservation -Steve Riley, Acting Planning Manager, City of Livermore – *Action Item (continued from February 16, 2024)*

This meeting is open to the public. Please contact Maria Palmeri, Alameda County Planning Department at (510) 670-5400 if you have any questions regarding this meeting.

EXHIBIT B

Attachment **Attachment**

VII. Presentation and consideration of two grant proposals for a 32-acre parcel commonly referred to as the "Cross Property" (APN: 099B-5680-00400).

A. $510,000 Grant Proposal from Capstone Christian Ministries to acquire the parcel in fee title for open space preservation – Bill Turnquist, Capstone Christian Ministries – *Action Item* **Attachment**

B. $520,000 Grant Proposal from City of Livermore to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner, City of Livermore – *Action Item (continued from February 16, 2024)* **Attachment**

VIII. Update on available funding – County CDA Staff

IX. Future Agenda Items/Speakers

X. Next Meeting – May 17, 2024

XI. Committee Questions / Comments / Adjournment

This meeting is open to the public. Please contact Maria Palmeri, Alameda County Planning Department at (510) 670-5400 if you have any questions regarding this meeting.

ALTAMONT LANDFILL OPEN SPACE ADVISORY COMMITTEE
March 15, 2024
12:30p.m. to 2:30p.m.
APPROVED MEETING MINUTES

I. Call to order – The meeting was called to order by Shawn Wilson at 12:33 p.m.
Present: Chair Wilson, City of Livermore Robert Carling, City of Pleasanton Councilmember Jeffrey Nibert, David Furst representing the Sierra Club.

II. Approval of the minutes of January 19 and February 16, 2024 – Dick Schneider asked for corrections. On January 19th, first page, there is a typo on paragraph 4, third line down, starting with Member Carling, it says "…If a structure is not built…" the word "not" should be removed. Member Carling moved to approve the minutes of January 19th as amended and the minutes of February 16th as submitted. Member Nibert seconded the motion. Motion carried 4/0

III. Public Comment – Any member of the public may address the committee on a matter not on the regular agenda. No discussion or action may be taken on these items.

Doug Mann thanked staff for supplying him with a list of all grant proposals submitted to this committee. He noted when City of Livermore applies, it says that the funds are from the City of Livermore and the funds are usually from the Dougherty Valley Settlement funds and not the City. The City is not the best entity to purchase the land. The parcels are not within City limits and the City can't afford to take on these extracurricular activities. This is County land. Normally the Parks Department would steward these kinds of things. These parcels are not in danger. He said he is not sure that a lot of people know about these parcels being available and if they knew, they purchase them and protect it for open space. The City is trying to expand the urban growth boundary even though the City has said they are not. This committee should look at other buyers.

IV. Presentation and consideration of $980,000 Grant Proposal for 82-Acres at the "Hartford Hills Property" (APNs: 902-9-3-1 and 902-9-3-2**).** The City of Livermore is seeking to acquire in fee title for open space preservation –Jake Potter, Senior Planner - City of Livermore – *Action Item*

Jack Potter, City of Livermore, spoke on the general plan policy, open space policy programs and preservation and conservation purposes. He said this parcel will be preserved in perpetuity for biological and recreational purposes. He said the City will work with other entities in preserving the parcels on the agenda today. He spoke on other parcels that the City has purchased for preservation of open space. The City intends to acquire the approximately 82-acre property in fee title for conservation and open space purposes. He shared photos of the property. This parcel is not being considered for housing development and none of the parcels today are included in the Housing Element sites for the City. This parcel has been identified as a priority area and close to the Spring Town area. This property meets all the criteria for the Altamont Open Space Settlement agreement. This parcel scored high for recreational value. The City of Livermore was contacted by the property owner. The City has worked with the property owner and the total cost will be close to $1.96 million and the grant application is for 50% of the purchase price which is $980,000. The City has the support of other entities for the purchase of this parcel. The City has multiple funds from various sources that can be used for the purchase of open space.

Public comment was opened.

Dick Schneider said his concern at the last meeting was about the protection of biological values and recreational values and the City's is ability to protect and handle it. He called it a balancing act. The City is spread too thin. What about the LARPD as a landowner and giving it to them since that is their mission.

Chad Wall said he is a resident of Livermore and is in full support of the City of Livermore.

Member Carling said he appreciates Mr. Mann's concern related to the City's responsibility. The City Council has to deal with these issues and the funds do not come from general funds. He said the City balances different issues all the time.

Member Carling moved to approve the grant to purchase of Hartford Hills property in the amount of $980,000. The Chair asked that City staff take seriously the cultural opportunity related to tribes. It would be a great opportunity for the County and the City. Jack Porter said they contacted the Confederation of the Ohlone People but they did not have interest on this property but staff will contact them again and look at opportunities for cultural resources.

Member Furst said if the property is open to the public, how will the City preserve it as open space and what plans does the City have to protect this property. Staff said open space does not mean it would be accessible to the public, the trails will be available but they will have elements to keep the public away from sensitive areas. Member Furst spoke about trail T-6 and commitment to build it. He asked about access point. Jake spoke about multiple points of access. Member Furst said at the last meeting some people spoke about the City buying this property and selling it to a developer. What assurance does this committee have that this property will stay as open space. The Chair said this property is under Measure D and that would have to be changed in order for development to occur. He said if the City sells it than the funds will have to be refunded. Kathy Lee said the agreement requires that funds be returned if there is a breach of the agreement. It is a contractual agreement that any grant funds has to be used for open space. Member Carling said the City is required to build a certain number of housing units. The City has plenty of vacant land. He said there is no reason for the City to sell this property for development.

The Chair seconded the motion. Motion carried 2/1. Member Furst voted no.

V. Presentation and consideration of $1,740,000 Grant Proposal for 125-Acres at 18 Greenville Road (APN: 099B-5685-01200**).** The City of Livermore is seeking to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner - City of Livermore – *Action Item*

Kam Purewal, City of Livermore staff, presented the staff report. The presentation was for both properties, Cross property and this property located at 18 Greenville Road. He shared an exhibit showing the location of the properties. The properties are located on opposite sides of I-580 and adjacent to the freeway. Both properties are strategically located as a wildlife movement area. This opportunity to purchase these properties will offer a safe place for wildlife crossing. The City's goal is for open space conservation and preserving the greenbelt in the Altamont corridor. The City partners and other interest groups are supportive of the purchase and vision for these properties. Both properties meet the criteria of the Altamont Open Space Agreement.

Dr. Fraser Shilling spoke on the study that was done about the wildlife in the area.

Kam Purewal said the City is asking for $1,740,00 for the purchase of the Greenville Road and $520,000 for the Cross property. The Chair asked if this includes the recreational dirt bike track. Staff said no.

Member Nibert asked if the easements for both properties will facilitate the wildlife corridor. Staff said there is unofficial trail for the wildlife between the two areas. Andy said the acquisition of these properties will protect the corridor.

Member Furst said he is uncomfortable with the City's request to fund more than 50% of the funds. He asked that the City rearrange the request to lower the percentage.

Public comment was opened.

Lori Souza, Tri-Valley Conservancy, spoke as a Livermore resident and said she supports the City's application of the grants. These purchases are important to protect the wildlife and provide a vital wildlife corridor. The City has a good track record in identifying parcels and taking the necessary steps to protect open space for current and future residents. The residents of the City have given high marks for the City's efforts in preservation of natural areas, open space and recycling services. The environment plays a vital role in the health and well being of residents. She urged the committee to approve the grant applications.

Steve Stewart, a retired city employee and Livermore resident, said he is interested in regional conservation. In the past as City staff he worked with this committee in preserving 1000 acres as open space. Livermore has a good track record in preserving properties for open space. Livermore's general plan helps promote and implement a regional trail system and preserve open space. These applications check all of the boxes. Once the property is acquired, the City works with a number of partners on a management plan to keep these properties as open spaces in perpetuity. He expanded on the work in getting these properties ready for the public. He is in support of the grant applications from the City.

Dick Schneider said he has not heard the City's long-term intent for recreational value, use and how it will be managed. The land is pretty much intact and animals are not disturbed. Andy said the City will address these issues by inviting other partners to see how they will be managed.

Juan Martinez, Save Mt. Diablo, said he supports the City's purchase of these properties and supports the grant applications.

Doug Mann said everyone wants the wildlife corridor. He does not think that the City of Livermore is the best to do this. Save Mount Diablo sent a letter to the City following a contract of an Environmental firm in the amount of $308,000 to expand the urban growth boundary and urbanize other areas that right now are largely private properties and open space. Right after the letter was received, there was a land grab and all these applications came into place and the intent is crystal clear. The Save Mount Diablo letter said they do not want expand the urban boundary, but if they did the City needs to expand this corridor. And this is what the City is doing, they will have the corridor but just destroy another area. They are not going to tell anyone that, and their goal is to expand the urban growth boundary. Why should Livermore be so concerned with this land outside of the City when someone else can buy it and do better and it will not cost the City any money. Not talking about the cost of the land, but operation costs. They do these projects and end up with expenses every year and have a 20 to 30 million deficit. Let's have somebody else maintain the corridor.

Farley Connelly, a biologist for RCD, said this is important for the wildlife crossing and a perfect spot. Preserving it for open space is great and it could do wonders for the wildlife. This is a great opportunity.

Chad Wall said he supports the applications, listened to the pros and cons. He strongly supports the City in saving these properties. This is a no-brainer. Need to do the right thing.

Member Furst said he is concerned by the percentage split. The usual break down is 50 and 50 and the City is asking for 80/20. The recreational value is very, very high and how could it be high if the property on one side is canal, on the north side is 580 and the east and south side is bound by private property. There is no public access. Andy Ross said the Altamont tool looks for opportunity for recreational value. The City will have to work with partners on what is the best way to get people access to this property. Steve said it is a good opportunity to get animals and

people across the freeway, this would be a key connection and could work with partners to look for ways to connect people to regional parks and the trail system. Member Furst said the crossing is not part of this property and there is a property that is Caltrans property. Andy said there is an existing access road that is owned by Caltrans. Member Furst asked if Caltrans is the owner and are they creating a pass under the freeway. Andy said most likely RCD is already working with Caltrans. Andy said could reduce the percentage for this funding.

County Counsel Kathy Lee said this would typically come in as a proposal from the applicant then the committee would have more concrete information to approve. Andy said if could present a number right now. County Counsel said it would be okay to present a revised number. The committee went into a recess so the City could work on a revised number.

After recess, Andy Ross asked that the committee provide 60% of the funds totaling, $1,284,000 and the City would provide 40% which is equal to $856,000.

Member Carling moved to approve this breakdown and the Chair seconded the motion. The motion carried 3/0.

VI. Presentation and consideration of $850,000 Revised Grant Proposal for a vacant, approximately 32-Acre parcel commonly referred to as the Garaventa Hills Parcel (west of Laughlin Road at terminus of Bear Creek Drive) (APN: 99B-5300-10**)**. The City of Livermore is seeking to acquire the parcel in fee title for open space preservation. – Action Item Steve Riley, Acting Planning Manager- City of Livermore – *Action Item*

The Chair said the City decided to make a larger offer to the property owner. Steve Riley said this property is within the City of Livermore's boundary and it is zoned residential. The property owner is under contract with Lafferty Homes. The project for 44 homes was approved by City Council. Staff shared photos of the property. The property did meet the criteria of the settlement agreement. There is a seasonal wetland on the western portion of the property. There is not a willing seller for this property. Staff has sent a formal request to the property owner to buy the property as open space value. Staff has offered $1,736,000 and the City also made an offer at the suburban residential values and the property owner declined. The property owner has requested that City staff not send anymore offer letters.

Member Nibert asked if the committee approved the grant, where would the funds be held until such time there is a willing seller. County Counsel Kathy Lee said there are some specific terms in the settlement agreement. The condition that if the sale is not finalized the funds need to be refunded to the County. Member Nibert said this project started back in 2014 and at that point it was proposed for 70 to 80 homes and the city council asked that the property owner reconsider and they came back with a project of 40 homes. There was also concern for egress in case of a fire.

Public comment was opened.

Doug Mann said he does not know how the County manages its money, but the wisdom of allocating these funds and waiting around and then getting it back if the property not bought.

Shelly agreed with the previous speaker. She said met during the last meeting. These planners are just doing what they are told to do. She spoke on a hidden agenda and misappropriation of funds and that when everyone knows what is going, everyone is liable.

Dick Schneider said the property owner made clear that they do not want to sell to the City, so why is Livermore here. Steve said once the housing project was approved there was a lawsuit against the City from Save the Hill group challenging the EIR certification and approval of the project, then the superior court denied the group's challenge. The group appealed then the court of appeals reversed the superior court's decision and the appellate court said the no project alternative should have been considered to save the property as open space. Staff is coming here

to full fill the direction of the court and to allow the applicant to move forward. The court said the City had to come to this committee and ask for funds for the open space alternative.

Chad wall said he is familiar with the area. Just listening to the discussion, and it sounds that the City has done its due diligence. The committee needs to cut bait and focus on the other properties.

Brian Daniel spoke on the Cross property. He said should use the funds from the Cross property on the Garaventa property. He said he is not against open space and not against what this committee is doing. Livermore has done a great job with trails and open space and urban growth boundary. The Cross property has been there for thirty years and unless there is a contingency that the cross stay, it will not stay. He said there is a proposal for a animals pathway, it will cost hundreds of millions to come across 580. He proposed not to move on the Cross property and double the offer on the Garaventa property. He asked the committee to vote no on the Cross property.

Member Carling said there is no hidden agenda. The City approved it for housing for forty plus houses. This would not be a saving of funds and the only saving of funds is that the open space will not have to spend the funds on this property. The owners are not willing to sell to the City. There is not a willing seller.

Member Carling moved that this committee recognize that the owners of the property are not a willing seller and therefore do not meet the criteria and therefore this committee will not approve funding for the purchase. There is not a willing seller so it does not meet the criteria. Member Furst seconded the motion. Motion carried 3/0.

VII. Presentation and consideration of two grant proposals for a 32-acre parcel commonly referred to as the "Cross Property" (APN: 099B-5680-00400).

A. $510,000 Grant Proposal from Capstone Christian Ministries to acquire the parcel in fee title for open space preservation – Bill Turnquist, Capstone Christian Ministries – *Action Item*

B. $520,000 Grant Proposal from City of Livermore to acquire the parcel in fee title for open space preservation – Kam Purewal, Associate Planner, City of Livermore – *Action Item (continued from February 16, 2024)*

NOTE: Kam Purewal presented the staff report for item VII.B under item V.

Bill Turnquist spoke on their proposal to buy the property. He gave a background of the Capstone Christian Ministries. The cross was started by the daughter of the property owner. They would rather have Capstone Christian Ministries buy the property. It is a well known landmark. He said there is no cost to maintain it, the lights are powered by solar. They are not part of any organized church and the maintenance is done by volunteers. He said there is a website if anyone wants to check it. The City of Livermore and the County will have no maintenance or insurance cost if the Capstone purchases it. They will maintain it. They are able to access the property thru a Zone 7 road. They keep the property clean and protect the wildlife. This property is landlocked. The property owner wants to sell it. If they bought the property they would agree on the placement of easements and have a contract to keep it open space in perpetuity. The long-term goal is preservation, keep it as open space as it is, and environmentally clean. He spoke on cleaning up a junk yard close to this property. He also spoke on some people living in a trailer close to the creek and he thinks that the sewage is being thrown in the creek. He said the thing that concerned him at the last meeting is that the property could be sold to a developer. The Chair said the long-term use is to have the cross. He said he is not sure if this gets this committee in a place that they should not be. Need to

keep the separation of church and state. He asked if the funds may be used for this and would this create a precedent. County Counsel said there is no barrier, but whoever owns the property is responsible for maintenance and the committee will have to look at who would be better to manage the property. It is the property owner to manage the property. The committee funds is only for the purchase of open space. The Chair asked if they have the additional funds to purchase the property. Mr. Turnquist said they currently do not have it but if the committee chooses they could come back with some options.

The Chair asked if the City is willing to negotiate with Mr. Turnquist. Andy said if the City owns the property they are willing to work with this group, but the City could also work with other entities. County Counsel said the conservation easement must be funded and it would include consideration of the cost of the easement such as operation plans, and it would have to be some assurance that the funds would cover the operation costs in perpetuity. The settlement agreement allows a variety of entities to maintain and management of the land and make sure that the open space committee requirements are realized. The committee may deny the application based on the concerns expressed about any of the issues mentioned or request additional information.

Public comment was opened.

Juan Pablo said he wants the land acquired for preservation. He is opposed to the expansion of the urban growth expansion. He spoke on stability of the proposals. The City has shown that they have the capacity and expertise to maintain this property.

Dick Schneider said he is not sure that this proposal fulfills the criteria based on the cross and it does not meet the visual criteria. If this is a subsidy for a religious symbol on a hill, this will set a precedent for future applications. This raises a lot of questions regarding separation of church and state.

Diana Roberts, Tri-Valley Conservancy, supports the City's application. The City has been a very responsible and have partnered with the City on prior projects.

Lori Souza it is important for this committee to consider the financial viability of both applications.

Steve Stewart said he supports preservation in perpetuity of the property.

Doug Mann asked if the committee wants to consider a 60/40 split for this application. Livermore needs to save funds. In general an endowment is a normal part of preservation, and the reason if because there are no volunteers and they have to be maintained by paid staff. This is an opportunity for this committee to have volunteers and it helps everyone and save costs.

Kelly said she hopes God is in the room, not meant to have separation of church and state.

Chad Wall said he disagrees with previous speaker. He supports City's ownership, not comfortable having two parties owning two separate properties, it should be under own ownership and recommends the City to own both properties.

Brian Daniel said Capstone has taken care of this property for the last 30 years. Everyone is worried about funding but have done this for the last 30 years with no problems. Do not

count this group out. This property can be maintained without the City's money. There is no hidden agenda.

Member Furst said he feels uncomfortable giving fund to a religious entity that provides a religious symbol. He suggested Capstone and the City work together and have this committee step out of this deal. Andy said if this committee will not fund this, the City will have to look for funds somewhere else.

Member Carling moved to approve the grant application from the City of Livermore. The Chair seconded the motion. Motion carried 2/1. Member Furst voted no.

VIII. **Update on available funding** – County CDA staff – Liz said the funds for the East County is $21,616,272 and for the West County is $2,821,690

IX. **Future Agenda Items/Speakers –** The Chair said he is still trying to get a hold of the N3 property owner. Dick Schneider gave an update on the Tesla Park.

X. **Next meeting** – Meeting adjourned at 3:01p.m. The Chair May 17th.

XI. **Committee Questions/Comments**



Altamont Landfill Open Space Committee

Garaventa Property

March 15, 2024

Steve Riley, Acting Planning Manager

LIVERMORE CALIFORNIA

EXHIBIT B

Context

N

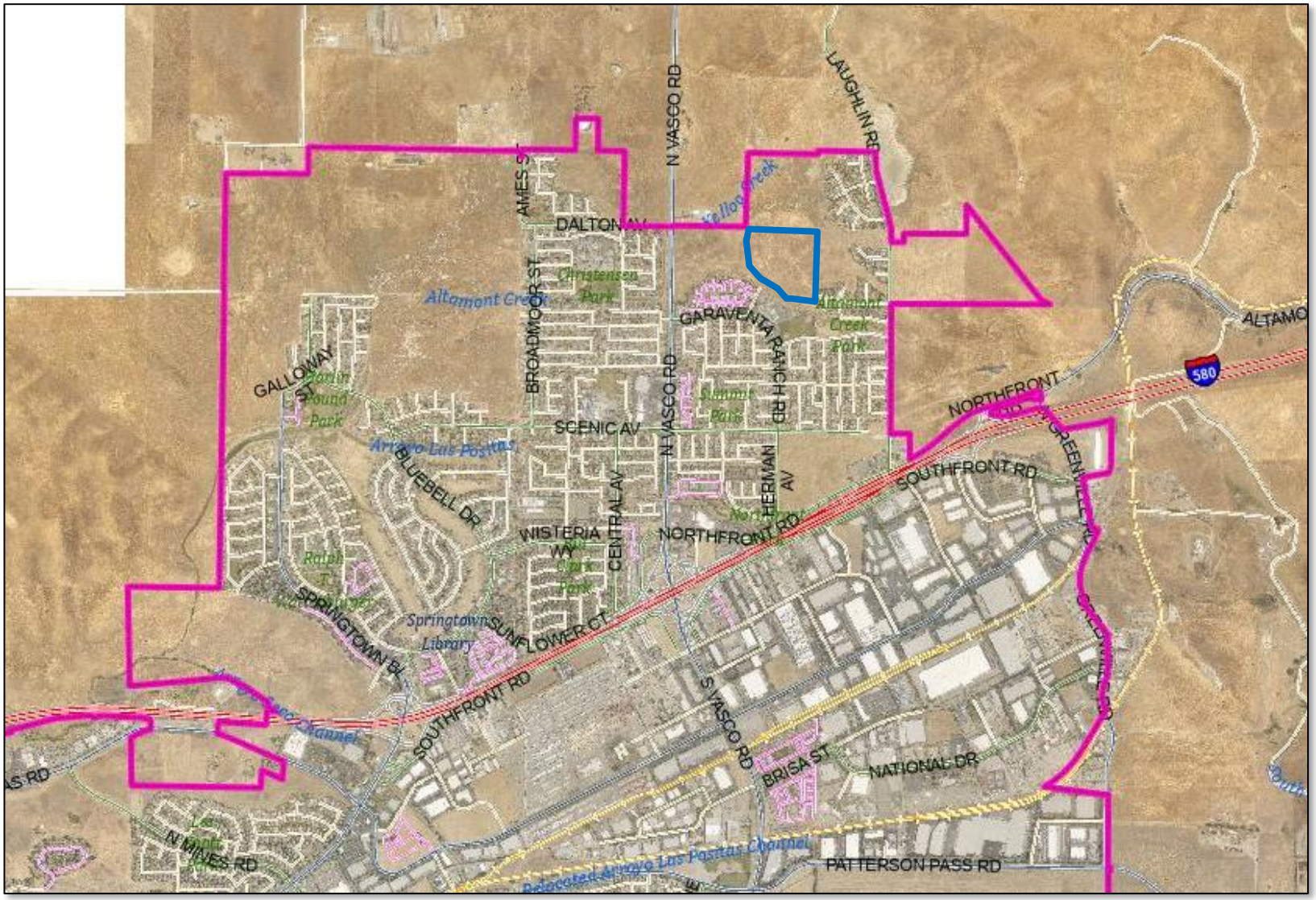
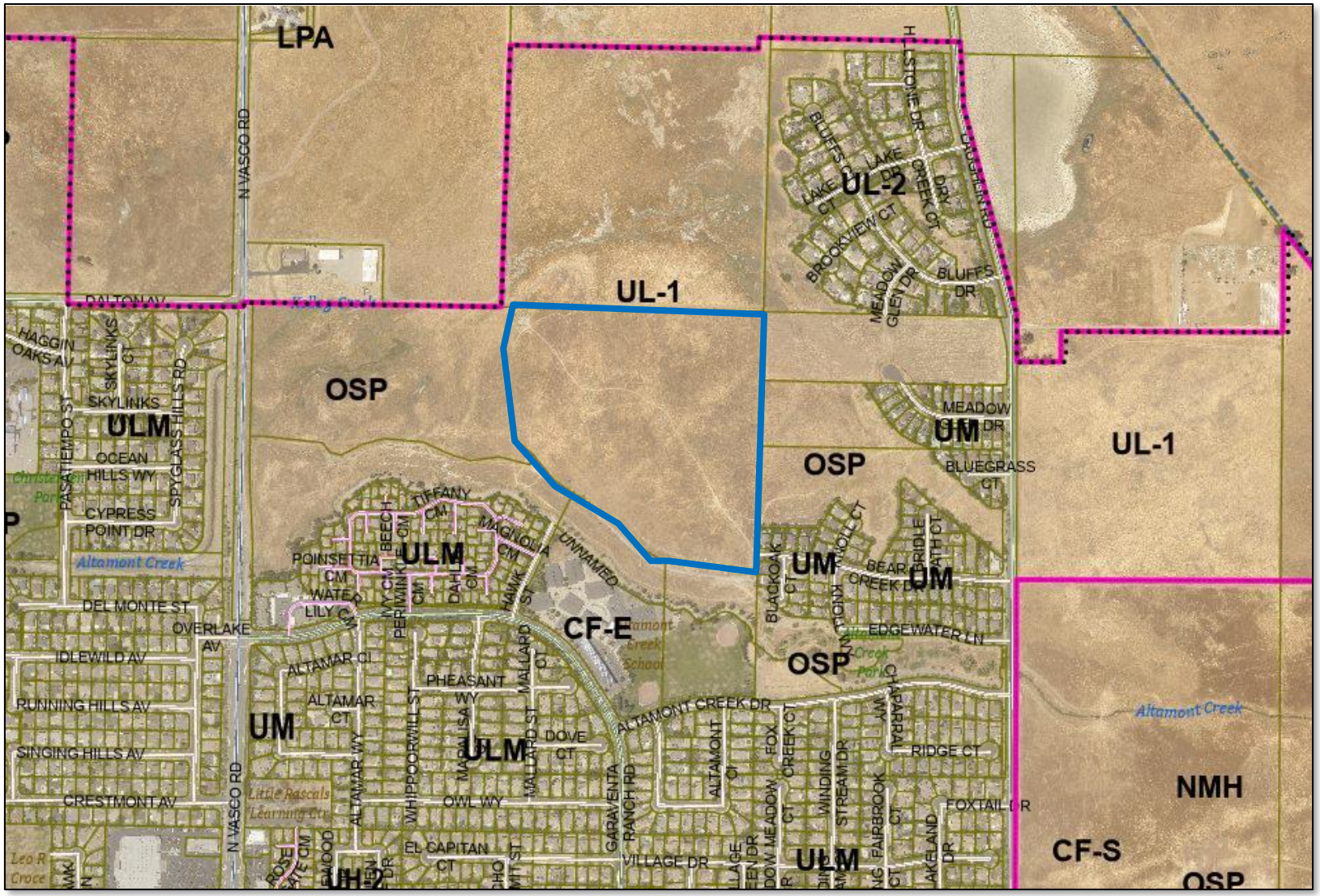


EXHIBIT B

Site



Site and Context



Looking west from Bear Creek Drive



Looking north from Altamont Creek Park



Looking east from Vasco Road

ALOSC Funding Criteria

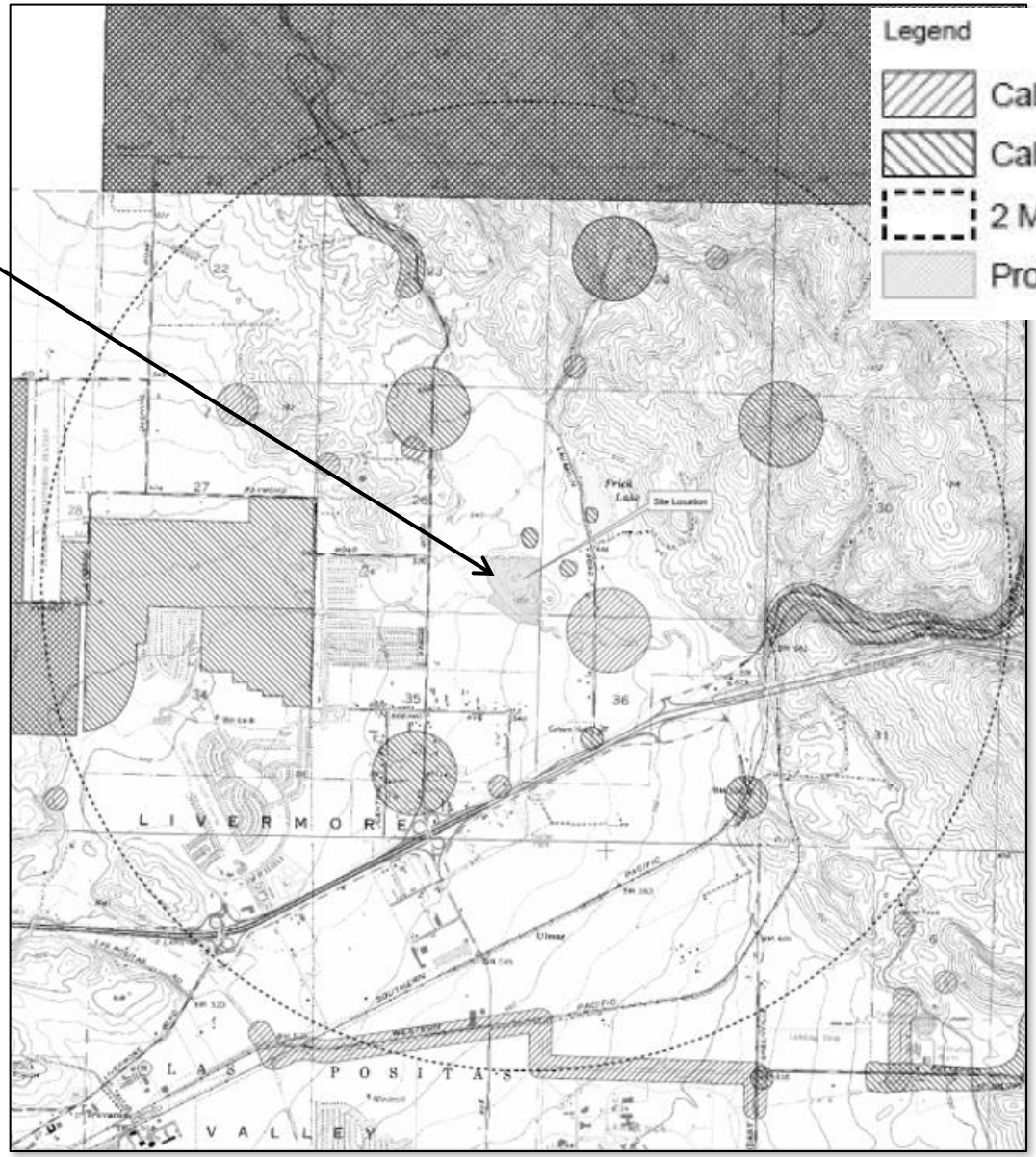
Settlement Agreement Priorities for Open Space Acquisitions:

1. The first priority is for the preservation of native biological diversity and/or wildlife habitat.

2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

ALOSC Funding Criteria

Project Site



ALOSC Funding Criteria

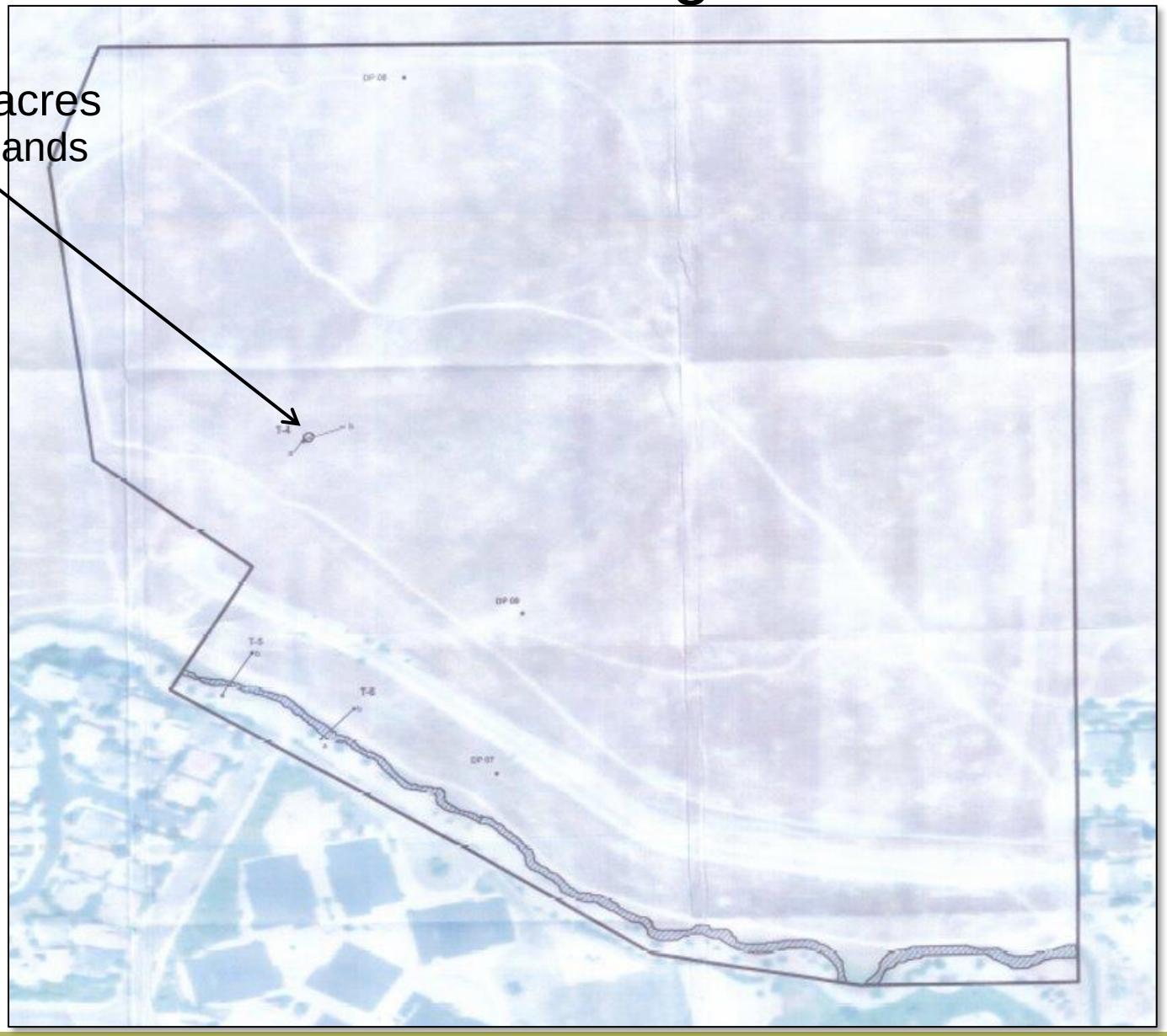


EXHIBIT B

ALOSC Funding Criteria



ALOSC Funding Criteria

Settlement Agreement Priorities for Open Space Acquisitions:

1. The first priority is for the preservation of native biological diversity and/or wildlife habitat.

2. The second priority is for land with significant value for visual character and/or non-motorized recreation.

Additional Criteria Adopted by the Altamont Landfill Open Space Committee:

3. Strategic Value in Land Protection
4. Additional Funding Sources
5. **Willing Sellers**

Not A Willing Seller

Summary of the recent City correspondence to owner

- **February 2**, 2024: City offer letter at open space value ($868,480) sent to owners.
- **February 5**: Owners reply declining the offer.

- **February 8**: City letter asking owner if interested in negotiating acquisition at fair market value.
- **February 13**: Owners reply they are not willing to discuss selling the property to any entity other than Lafferty Communities because of their existing contract and legal obligation.

- **February 29**: Second City offer letter at open space value ($1,736,960) sent to owners. Offer was doubled consistent with direction from ALOSC at the Feb. 16 meeting.
- **March 1**: Owners reply declining the offer and asking City to not send them any more offers to buy the property.

Project Costs

Itemized Expenses (Estimated)	
Proposed Purchase Price	*$1,736,960 ($54,280/acre)*
Transaction Costs	*$35,000*
Total Project Cost	***$1,771,960***
Funding from ALOSC	*$850,000*
Funding from Dougherty Valley Settlement Agreement Fund	*$921,960*



Altamont Landfill Open Space Committee

18 Greenville Road & Cross Property Acquisitions

March 15, 2024

Kam Purewal – Associate Planner

EXHIBIT B

Proposed Acquisition Properties



EXHIBIT B

Site and Context

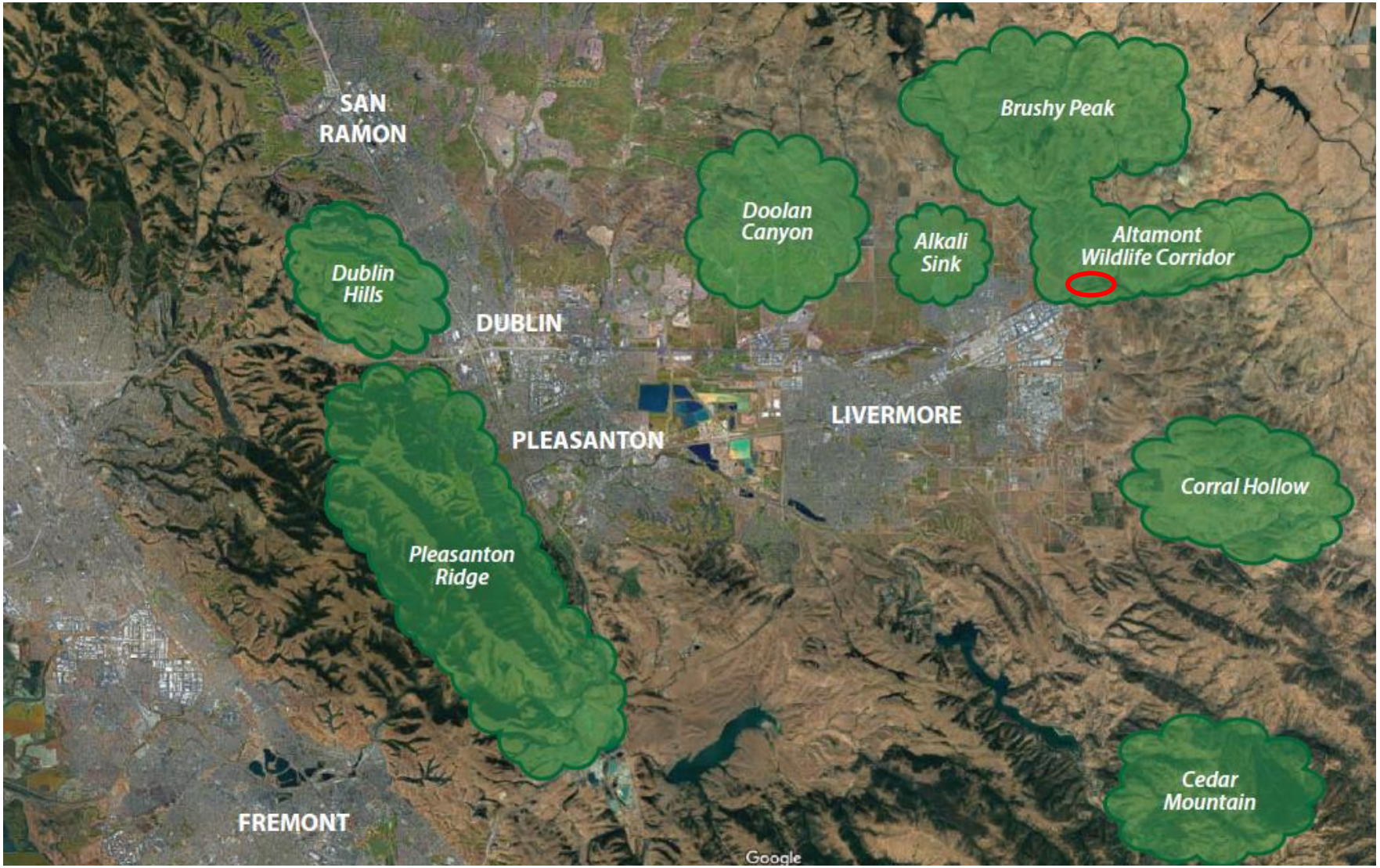
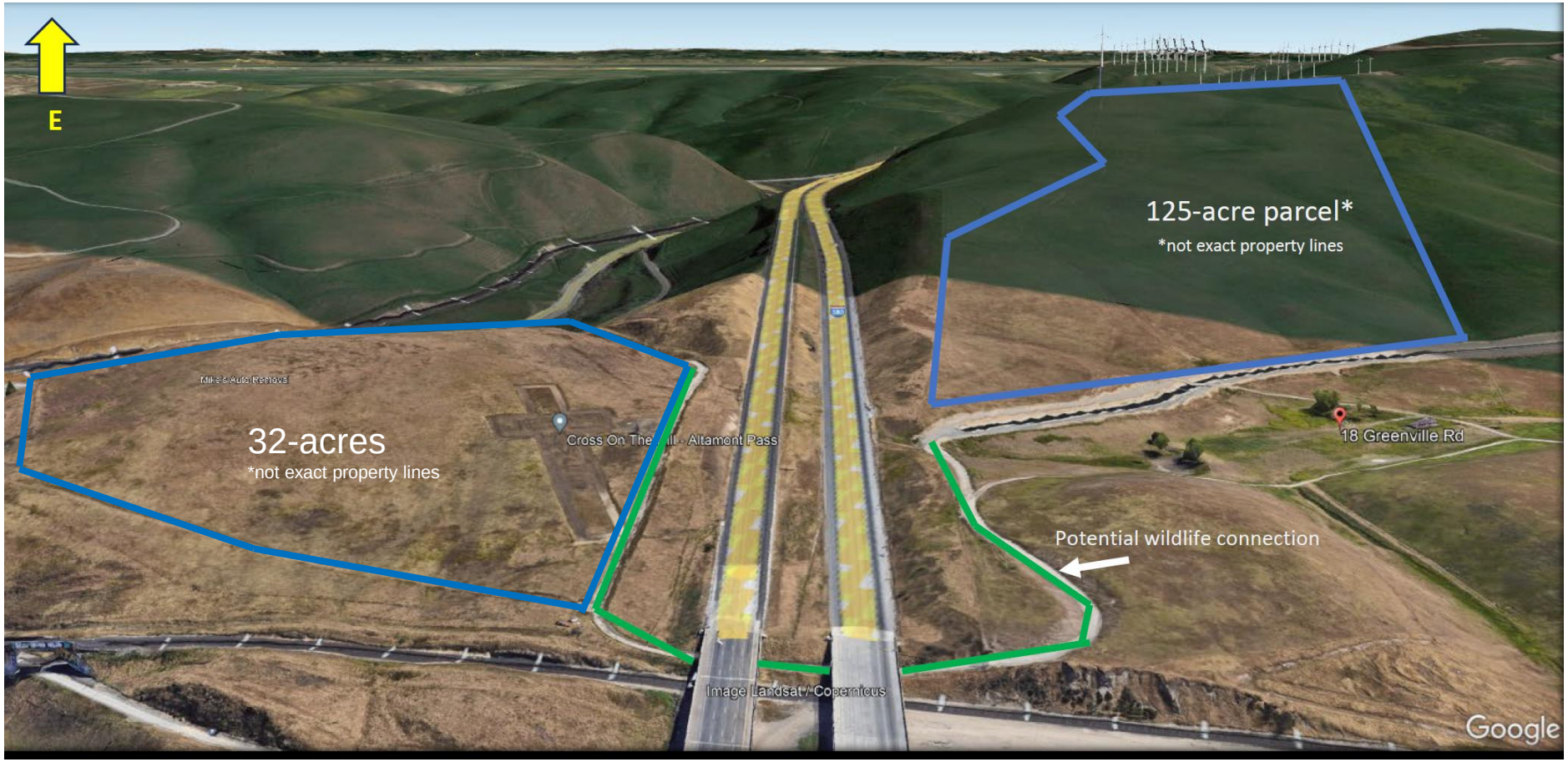


EXHIBIT B

Site and Context

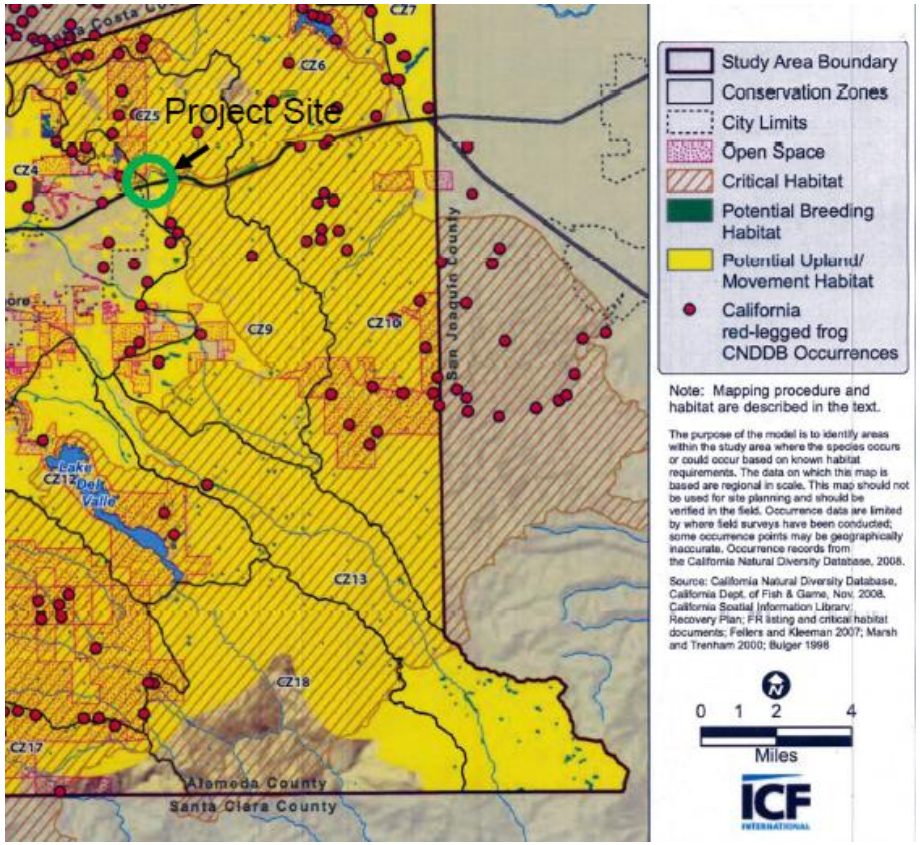


ALOSC Funding Criteria

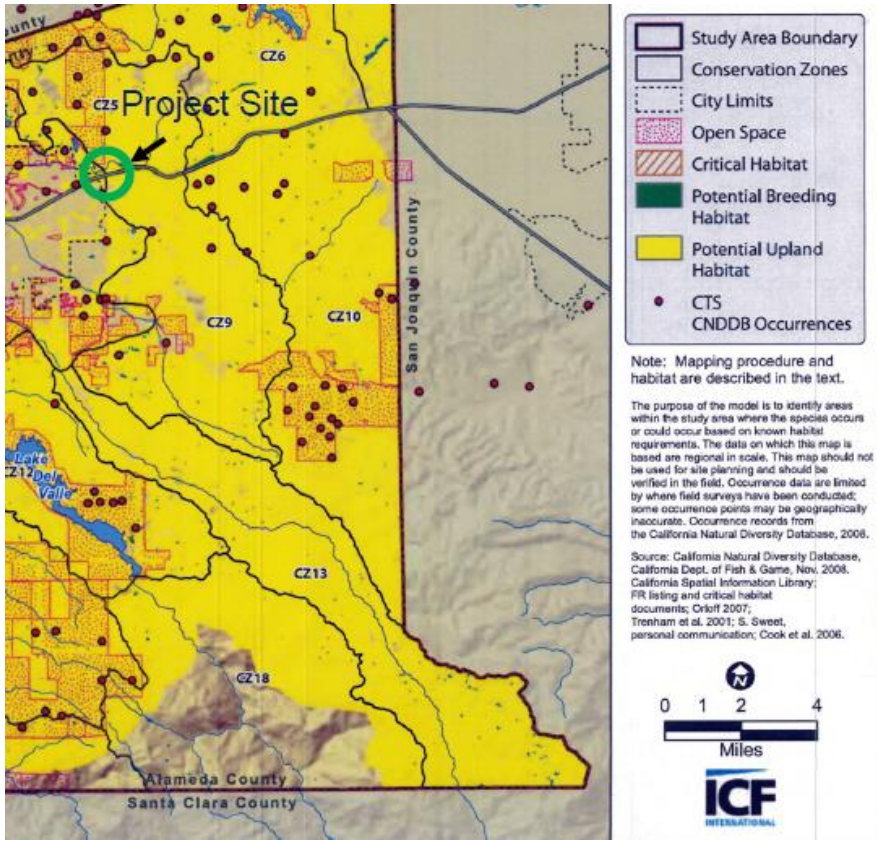
EXHIBIT B

Biodiversity

CA Red-Legged Frog



CA Tiger Salamander



ALOSC Funding Criteria
Recreation

ALOSC - Prioritization Mapping Tool

Subject Property -*"Cross Property"*

APN: 99B-5680-4

Acres	33.92
Bird Areas	1.00
Wetland	0.00
Whipsnake	0.00
Red Legged Frog	0.00
Tiger Salamander	0.00
Delta Smelt	0.00
Fairy Shrimp	0.00
Critical Link	1.00
Intensified Connectivity	0.47
Diffuse Connectivity	0.64
Channelized Connectivity	0.00
Recreation	0.99
Viewshed	0.52

Subject Property - 18 Greenville Road Livermore, CA

APN: 99B-5685-12

Acres	124.37
Bird Areas	1.00
Wetland	0.00
Whipsnake	0.00
Red Legged Frog	0.37
Tiger Salamander	0.00
Delta Smelt	0.00
Fairy Shrimp	0.00
Critical Link	1.00
Intensified Connectivity	0.62
Diffuse Connectivity	0.07
Channelized Connectivity	0.26
Recreation	0.96
Viewshed	0.73

Protected Area Parcel Ranking

Range: 0 - lowest ranking
1 - highest ranking

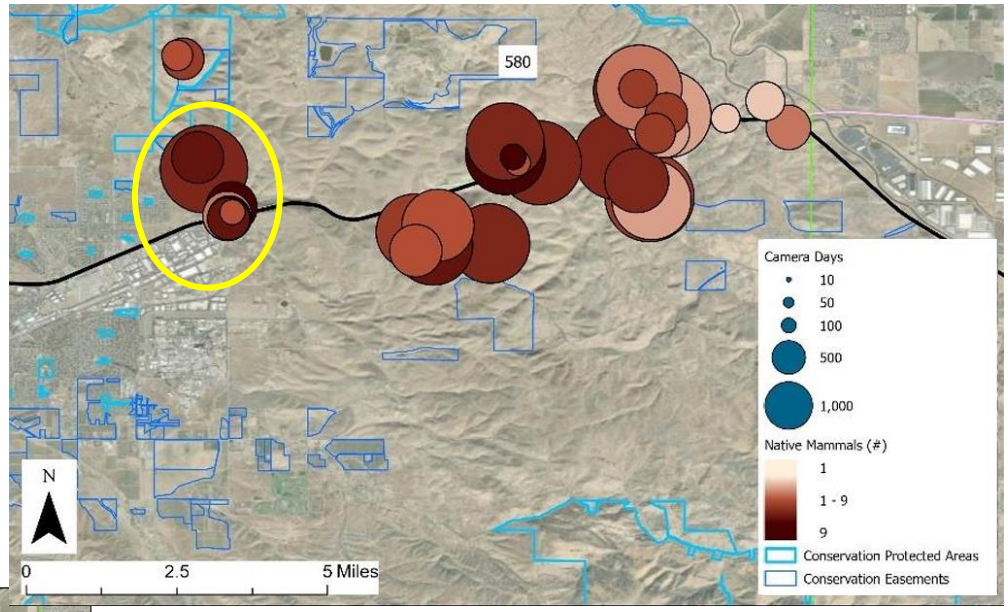
ALOSC Funding Criteria

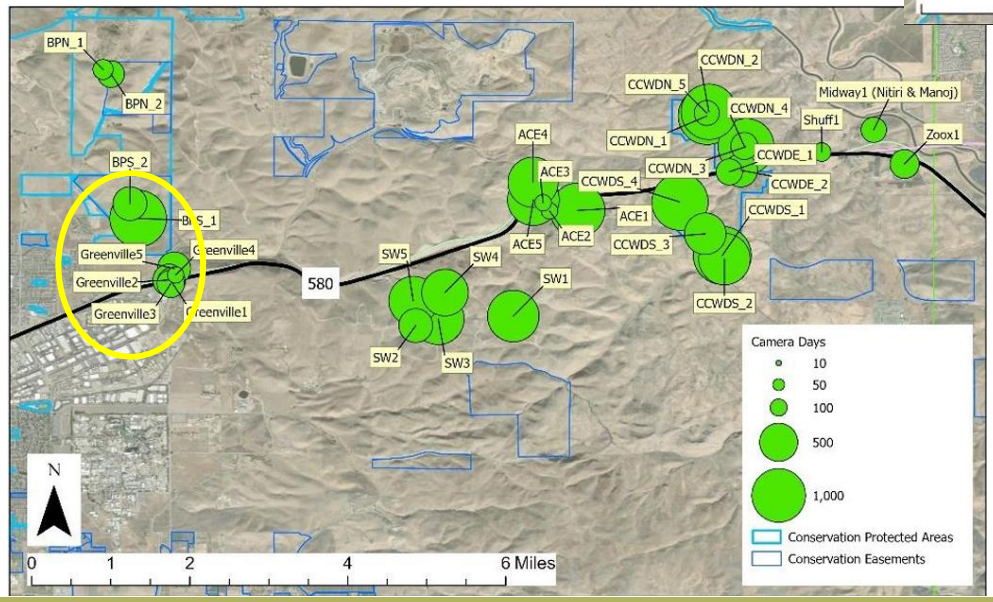
EXHIBIT B

Critical Linkage

ACRCD & UC Davis Road Ecology Center - Wildlife Presence Final Research Report

- *Presented to ALOSC 1/19/2024*





Project Costs

Cross Property

Itemized Expenses (estimated)	
Purchase Price	*$1,000,000*
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$20,000*
Total Project Cost	**$1,020,000**
Funding from ALOSC	*$520,000*
Funding from City of Livermore - Livermore Open Space Funds	*$500,000*

18 Greenville Road

Itemized Expenses (estimated)	
Purchase Price	*$2,100,000* ($16,800/acre)
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$40,000*
Total Project Cost	**$2,140,000**
Funding from ALOSC	*$1,740,000*
Funding from City of Livermore – Livermore Open Space Funds	*$400,000*

ALOSC Request

Tri-Valley Conservancy

PROTECTING OPEN SPACE FOR YOU, WILDLIFE AND FUTURE GENERATIONS TO ENJOY!

LIVERMORE AREA RECREATION & PARK DISTRICT

AN INDEPENDENT SPECIAL DISTRICT

MAKING MEMORIES, CHANGING LIVES.

ACRCD.ORG HOME

Save Mount Diablo

PRESERVE • DEFEND • RESTORE • EDUCATE • ENJOY

SOGOREA TE' LAND TRUST

LED BY URBAN INDIGENOUS WOMEN

THE CONFEDERATION OF OHLONE PEOPLES

Funding Request

ALOSC Funding Criteria:

- Willing Seller √
- Additional Funding √
- Native Biodiversity Value √
- Visual/ Non-motorized Recreation Value √
- Strategic Land Protection Value √

Funding Request

ALOSC Funding Criteria:

- Willing Seller √
- Additional Funding √
- Native Biodiversity Value √
- Visual/ Non-motorized Recreation Value √
- Strategic Land Protection Value √

ALOSC Request:

- Correspond with potential land stewards √

Funding Request

ALOSC Funding Criteria:

- Willing Seller √
- Additional Funding √
- Native Biodiversity Value √
- Visual/ Non-motorized Recreation Value √
- Strategic Land Protection Value √

ALOSC Request:

- Correspond with potential land stewards √

The City of Livermore requests the Altamont Landfill Open Space Committee expend a total of $2,260,000 to assist the City with the following acquisitions for conservation and open space purposes:

- $520,000 for the “Cross Property”
- $1,740,000 for 18 Greenville Road

FINDINGS AND FACTS IN SUPPORT OF FINDINGS REGARDING
THE ENVIRONMENTAL IMPACT REPORT FOR THE

GARAVENTA HILLS PROJECT

(SCH NO. 2011112045)

The following Findings, the mitigation measures specified herein, and the Mitigation Monitoring Program attached hereto are hereby adopted by the Livermore City Council in accordance with the California Environmental Quality Act ("CEQA"), including but not limited to Public Resources Code ("PRC") Sections 21081, 21081.5, 21081.6, PRC, and 21166, and the CEQA Guidelines, Title 14, California Code of Regulations, including but not limited to Sections 15091 through 15093, 15088.5 and Section 15162 for the Garaventa Hills Project (Vesting Tentative Tract Map 8094 (SUB13-001) and Site Plan Design Review (SPDR) 13-005).

A. PROJECT DESCRIPTION

Vesting Tentative Tract Map (Subdivision). The Vesting Tentative Tract Map will subdivide the site into 47 individual parcels, including 38 detached single-family residential lots, 6 attached single-family residential lots, and 3 homeowners association (HOA) parcels that include an open space buffer around the perimeter of the site, a storm water detention basin, the two knolls, public trails, and a private road.

Site Plan Design Review. Site Plan Design Review provides for review of the site plan, streetscape, architecture, and landscaping details.

Environmental Impact Report (SCH#2011112045). The Recirculated Partial Final Environmental Impact Report, together with the Recirculated Partial Draft Environmental Impact Report published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project").

B. SIGNIFICANT UNAVOIDABLE ADVERSE IMPACTS

Per the analysis of environmental impacts in the EIR, the proposed Project would not result in significant and unavoidable adverse impacts.

C. SIGNIFICANT IMPACTS IDENTIFIED IN THE EIR THAT ARE REDUCED TO A LEVEL OF "LESS THAN SIGNIFICANT" BY THE MITIGATION MEASURES INCORPORATED INTO THE PROJECT

The following significant impacts have been identified that would be reduced to less than significant with mitigation measures incorporated into the Project. The significant impacts identified below are presented in summary form. For a detailed description of the significant impacts and mitigation measures, see the appropriate text in the EIR.

1. Air Quality

Impact Air-1: Construction Period Dust, Emissions and Odors. Construction of the Project would result in temporary emissions of dust, diesel exhaust and odors that may result in both nuisance and health impacts. Without appropriate measures to control these

emissions, these impacts would be considered significant.

Mitigation Measure Air-1: Basic Construction Management Practices. The Project shall demonstrate proposed compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures".

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

2. Biological Resources

Impact Bio-1: Loss of Annual Grasslands. The Project will result in the permanent removal of up to 31.78 acres of non-native annual grassland habitat. An additional up to 1.18 acres will be temporarily disturbed for construction of the pedestrian bridge and EVA access road over Altamont Creek. Non-native annual grasslands are common throughout the region and removal of this plant community is not considered a significant impact unless special status species are known to use the habitat. Because the site has the potential to support several special status species, this impact would be considered potentially significant.

Mitigation Measures Bio-3a, 3b, 3c, 4a, 4b, 4c, 5a, 5b, and 5c would reduce this impact to less than significant levels through mitigation specific to the special status species that the site could support.

Impact Bio-2: Loss of Designated Critical Habitat for Vernal Pool Fairy Shrimp. The Project will result in the permanent loss of up to 31.78 acres of grassland that is included within designated VPFS critical habitat. This is a potentially significant impact.

Mitigation Measure Bio-2: Construction-Period Protection of Offsite Wetlands and Vernal Pools. The applicant shall implement the following measures to minimize the potential impact to off-site wetlands and vernal pools resulting from construction activities on the Project site.

a) Stormwater Best Management Practices shall be implemented during construction activities to avoid the potential for sediments and other pollutants to enter the offsite wetland areas.
b) Install fencing and signage identifying the limits of the wetlands and providing a physical barrier to keep construction equipment and personnel out of the sensitive habitat areas.
c) Schedule grading in close proximity to offsite vernal pools during the non-rainy season in order to minimize potential for sedimentation of the pools.
d) Stabilize the natural vegetated buffer between the grading area and the offsite wetlands during the early phases of construction so that it serves as a protective barrier for the wetlands. Stabilization can be accomplished through establishment of vegetation and/or temporary Best Management Practices to prevent erosion and sedimentation from occurring, such as erosion control mats, silt fences, fiber rolls, and/or soil binders.

Mitigation Measure Geo-5, which requires implementation of a construction-period stormwater pollution prevention plan including Best Management Practices for preventing construction-period stormwater pollution through soil stabilization, sediment control, wind erosion control, soil tracking control, non-storm water management, and waste management and materials pollution control, would also help to mitigate Impact Bio-2.

Impact Bio-3: Potential Take of Vernal Pool Fairy Shrimp. The Project will result in the permanent loss of approximately 0.004 acre of seasonal wetland that could be occupied by VPFS. This is a potentially significant impact.

Mitigation Measure Bio-3a: Conduct surveys to determine presence/absence of VPFS. Complete surveys following protocol deemed acceptable by the USFWS to determine presence/absence of VPFS in the seasonal wetland on the Project site prior to initiation of construction. The presence of VPFS can be assumed instead of implementing the surveys required by this measure. If no VPFS are found, no further mitigation is required. If VPFS are found or assumed to be present, implement Mitigation Measures 3b and 3c.

Mitigation Measure Bio-3b: Obtain Authorization from USFWS for take of VPFS. If VPFS are found as a result of directed surveys or are assumed to be present, the Project applicant shall obtain authorization from USFWS for take of VPFS prior to filling or disturbance of the seasonal wetland. USFWS authorization may be obtained through Section 7 of the ESA as a component of the USACE permitting process (see wetland impacts below).

Mitigation Measure Bio-3c: Obtain offsite compensatory habitat for loss of VPFS habitat if determined to be present. If VPFS are found as a result of directed surveys or are assumed to be present, compensatory habitat shall be provided for loss of this habitat at a 9:1, 10:1 or 11:1 mitigation ratio depending on the location of the mitigation site, as recommended in the East Alameda County Conservation Strategy (EACCS). Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site.

Impact Bio-4: The Project will result in the permanent loss of up to 31.78 acres and temporary disturbance of up to 0.08 acre of potential upland aestivation habitat for CTS. In addition, loss of the 0.004-acre seasonal wetland could result in loss of onsite breeding habitat for CTS. This is a potentially significant impact.

Mitigation Measure Bio-4a: Obtain Authorization from USFWS and CDFG for potential take of CTS. The Project applicant shall obtain authorization from USFWS and CDFW for

potential take of CTS prior to initiation of any ground disturbance activities.

Mitigation Measure Bio-4b: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential Upland Aestivation Habitat for CTS. The compensatory habitat shall be provided at a 2.5:1 to 3:1 ratio for acres permanently lost and at a 1.5:1 ratio for areas temporarily disturbed, as recommended in the EACCS. Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site. The mitigation site should be of sufficient quality and quantity to fully offset the permanent loss of habitat and should be permanently protected and managed in perpetuity with sufficient funding to maintain and enhance the quality of the site for CTS.

Mitigation Measure Bio-4c: Implement Appropriate Measures during Construction to Minimize Potential Take of CTS. Minimization measures specified in the authorizations obtained from USFWS and CDFW shall be implemented prior to and during construction: Such measures could include the following:

- Project applicant shall contract with a Designated Biologist approved by USFWS and CDFW to monitor construction activities.
- All earthwork in the construction area shall be confined to the period of June 15 to October 31, or as approved by USFWS and CDFW.
- A barrier with one-way ramps shall be constructed around the limits of grading in the fall prior to the initiation of construction. This barrier will allow CTS to move out of the construction area during the fall/winter and keep them from returning in the spring.
- Before any construction activities begin, the Designated Biologist will conduct a training session with construction personnel to describe the CTS and its habitat, the specific measures being implemented to minimize effect to the species, and boundaries of the construction area.
- The Designated Biologist shall complete walking surveys of the construction area prior to initiation of ground-disturbing activities each day during the construction period. If any CTS are discovered, the Designated Biologist shall move the animal to a safe, nearby location as predetermined through consultation with USFWS and CDFW.

Impact Bio-5: Loss of Habitat for and Potential Take of Individual California Red-Legged Frogs. The Project will result in the permanent loss of up to 31.78 acres and temporary disturbance of up to 0.08 acre of potential upland habitat for CRLF. This is a potentially significant impact.

Mitigation Measure Bio-5a: Obtain Authorization from USFWS for Potential Take of CRLF. The Project applicant shall obtain authorization from USFWS for potential take of CRLF prior to initiation of any ground disturbance activities.

Mitigation Measure Bio-5b: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential Upland Habitat for CRLF. The compensatory habitat shall be provided at a 2.5:1 to 3:1 ratio for the acres permanently lost and at a 1.5:1 ratio for areas temporarily disturbed, consistent with the EACCS recommendations for the species. Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site. The mitigation site can be the same as that obtained for Mitigation Measure Bio 4b, as long as there is sufficient area to provide habitat for both CRLF and CTS.

Mitigation Measure Bio-5c: Implement Appropriate Measures during Construction to Minimize Potential Take of CRLF. Minimization measures specified in the authorizations

obtained from USFWS shall be implemented prior to and during construction. Such measures are expected to be similar to those described for Mitigation Measure 4c.

Impact Bio-6: Loss of burrowing owl habitat and potential harm to individual burrowing owls. The Project will result in the permanent loss of up to 31.78 acres of grasslands that provide habitat for the burrowing owl. Additionally, individual owls could be harmed during construction activities if they are occupying burrows on the site. This is a potentially significant impact.

Mitigation Measure Bio-6a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of potential burrowing owl habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and 5b should also be determined as occupied or suitable for burrowing owls in order to compensate for potential habitat loss resulting from the Project.

Mitigation Measure Bio-6b: Conduct a Pre-Construction Burrowing Owl Survey. A pre-construction survey shall be conducted by a qualified biologist within 30 days prior to initiation of any ground-disturbing activities to ensure individual owls are not harmed. If the survey occurs during the breeding season (February 1 to August 31) and owls are observed on or within 250 feet of the area of disturbance, a 250-foot buffer should be established around the occupied burrow with construction fencing. The fenced area should remain in place for the duration of the breeding season while construction activities are occurring. If the survey is conducted outside of the breeding season and owls are observed, owl eviction may be allowed if authorized by CDFG.

Impact Bio-7: Loss of Potential Habitat and Potential Harm to Individual American Badgers. The Project will result in the permanent loss of up to 31.78 acres of grassland that could provide suitable habitat for American badger. American badgers are a State Species of Special Concern and are typically found in grasslands where there is sufficient food (burrowing rodents), friable soils, and relatively open, uncultivated ground. Badgers have large home ranges, typically from about 395 to 2,100 acres, and are generally solitary aside from temporary family groups, transient mating bonds, and overlapping home ranges. No badgers or signs of badger use have been observed on the Project site. Although not observed on the Project site, there is potential for American badgers to use burrows on the property. Project construction activities could also harm individual badgers if they occupy the site when grading begins. This is a *potentially significant* impact.

Mitigation Measure Bio-7a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential American Badger Habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and 5b will also be determined as occupied or suitable for American badger to compensate for potential habitat loss resulting from the Project.

Mitigation Measure Bio-7b: Conduct a Pre-Construction American Badger Survey. A pre-construction survey shall be conducted by a qualified biologist no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any Project activity likely to impact potential burrows. If occupied burrows are found, one of the following actions shall be implemented by the applicant:

1. Initiate an on-site passive relocation program, through which badgers are excluded from occupied burrows by installation of a one-way door in burrow entrances, monitoring of the burrow for one week to confirm badger usage has

been discontinued, and hand excavation and collapse of the burrow to prevent reoccupation; or

2. Have a qualified biologist actively trap and relocate badgers to suitable off-site habitat in coordination with the CDFW.

Impact Bio-8: Loss of potential foraging habitat and potential harm to individual San Joaquin Kit Fox: The Project will result in the permanent loss of up to 31.78 acres of grassland within the historical range of SJKF. Additionally, there is a slight potential for kit fox to forage or den on the site. This is a potentially significant impact.

Mitigation Measure Bio-8a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of potential SJKF habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and 5b should also be determined as occupied or suitable for SJKF in order to compensate for potential habitat loss resulting from the Project.

Mitigation Measure Bio-8b: Conduct pre-construction surveys for San Joaquin kit fox: The pre-construction survey should be conducted by a qualified biologist no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any Project activity likely to impact the San Joaquin kit fox.

- If potential dens are present, their disturbance and destruction will be avoided.
- If potential dens are located within the proposed work area and cannot be avoided during construction, qualified biologist will determine if the dens are occupied or were recently occupied using methodology coordinated with the USFWS and CDFW.
- If unoccupied, the qualified biologist will collapse these dens by hand in accordance with USFWS procedures (U.S. Fish and Wildlife Service 1999).
- Exclusion zones will be implemented following USFWS procedures (U.S. Fish and Wildlife Service 1999) or the latest USFWS procedures available at the time. The radius of these zones will follow current standards or will be as follows: Potential Den—50 feet; Known Den—100 feet; Natal or Pupping Den—to be determined on a case-by-case basis in coordination with USFWS and CDFGW.
- Pipes will be capped, and trenches will contain exit ramps to avoid direct mortality while construction area is active.

Impact Bio-9: Loss of Potential Habitat for and Potential Harm to Proposed Threatened Species Western Spadefoot Toad and Western Pond Turtle.

The Project will result in the permanent loss of 0.004 acre of potential breeding habitat for western spadefoot toad. Additionally, there is a slight potential for individual western spadefoot toads or western pond turtles to be harmed during construction activities. The City's commissioned expert biologist has independently confirmed in a memorandum included on pages RP6-9 and RP6-10 of the Recirculated Partial Final EIR that there are no new listings in the California Natural Diversity Database (CNDDB) regarding endangered species. The biologist's memorandum confirms that a modest revision to Mitigation Measure Bio-9 can address any impacts on these now "proposed threatened" species whose listing status has changed since the Re-Issued Final EIR.

Mitigation Measure Bio-9: Conduct pre-construction surveys for western spadefoot toad and western pond turtle. Surveys for western spadefoot toad and western pond turtle shall be conducted by a qualified biologist a maximum of one week prior to construction. The survey should include the potential breeding habitat of both species and an area within 50 feet of that habitat. If a western spadefoot toad or a western pond turtle is found, the biologist shall move it to suitable habitat in a safe location outside of

the construction zone. In the event that a western spadefoot toad or western pond turtle is observed within an active construction zone, the contractor shall temporarily halt construction activities until a biologist has moved the toad or turtle to a safe location outside the construction zone, within similar habitat. In the event the western spadefoot toad and/or western pond turtle are officially listed by the USFWS the Project applicant shall obtain authorization from USFWS for potential take of these species and implement all measures specified in the authorizations obtained from USFWS. Such measures are expected to be similar to those described for Mitigation Measure Bio-4c.

Impact Bio-10: Disturbance of Nesting Birds. Construction activities could adversely affect nesting birds protected by the Migratory Bird Treaty Act and/or Fish and Game Code of California. This is a potentially significant impact.

Mitigation Measure Bio-10: Conduct a Pre-Construction Nesting Bird Survey. Pre-construction surveys for nesting birds protected by the Migratory Bird Treaty Act of 1918 and/or Fish and Game Code of California shall be conducted within 30 days of initiation of construction activities. The survey area shall include the Project site and areas within 100 feet of the site. If active nests are found, the Project shall follow recommendations of a qualified biologist regarding the appropriate buffer in consideration of species, stage of nesting, location of the nest, and type of construction activity. The buffer shall be maintained until after the nestlings have fledged and left the nest. If there is a complete stoppage in construction activities for 30 days or more, a new nesting-survey shall be completed prior to re-initiation of construction activities.

Impact Bio-11: Fill of Jurisdictional Wetlands: The proposed activity will permanently impact approximately 0.004 acre of seasonal wetland habitat. This area is jurisdictional waters/wetlands. This is a potentially significant impact.

Mitigation Measure Bio11a: Obtain authorization from USACE, CDFG and RWQCB for fill of wetlands and alteration of Altamont Creek. The applicant shall obtain the necessary permits from the USACE, CDFG and RWQCB pursuant to §404 of the Clean Water Act, §1602 of the California Fish and Game Code, and §401 of the Clean Water Act, respectively.

Mitigation Measure Bio-11c: Re-creation of 0.004 Acre of Seasonal Wetland. The applicant shall create a minimum of 0.004 acre of seasonal wetland habitat either onsite or offsite to replace the area lost through Project construction. Creation of this habitat shall be done in consultation with USFWS if the existing seasonal wetland is found to support VPFS (see Mitigation Measure Bio-4c).

3. Cultural Resources

Impact Culture-1: Disturbance of Unidentified Archaeological Resources, Paleontological Resources, Tribal Resources, or Human Remains. During earth-moving activities at the Project site, it is possible that unidentified archaeological resources, paleontological resources, tribal resources, or human remains could be uncovered and disturbed. This is a potentially significant impact.

Mitigation Measure Culture-1a: Halt Construction Activity, Evaluate Find and Implement Mitigation. In the event that previously unidentified archaeological or tribal resources are uncovered during site preparation, excavation or other construction activity, all such activity within 25 feet of the discovery shall cease until the resources have been evaluated by a qualified archaeologist and/or Native American specialist, and specific mitigation measures can be implemented to protect these resources in accordance with

sections 21083.2 and 21084.1 of the California Public Resources Code.

Mitigation Measure Culture-1b: Prepare Mitigation Plan, Halt Construction Activity, Evaluate Find and Implement Mitigation. Because of the high potential for unique paleontological resources within the Project area, a qualified professional Paleontologist shall prepare a Paleontological Mitigation Plan outlining a paleontological monitoring plan and a salvage plan to be implemented during construction excavation and other ground-disturbing activities for the Project. The Paleontological Mitigation Plan should include the following: in the event that previously unidentified paleontological resources are uncovered during site preparation, excavation or other construction activity, all such activity within 25 feet of the discovery shall cease until the resources have been evaluated by a qualified Paleontologist, and specific mitigation measures can be implemented to protect these resources in accordance with sections 21083.2 and 21084.1 of the California Public Resources Code.

Mitigation Measure Culture-1c: Halt Construction Activity, Evaluate Remains and Take Appropriate Action in Coordination with Native American Heritage Commission. In the event that human remains are uncovered during site preparation, excavation or other construction activity, all such activity within 25 feet of the discovery shall cease until the remains have been evaluated by the County Coroner, and appropriate action taken in coordination with the Native American Heritage Commission, in accordance with section of the California Health and Safety Code or, if the remains are Native American, section 5097.98 of the California Public Resources Code.

4. Geology and Soils

Impact Geo-2: Seismic Hazards. The Project is located in a seismically active region and likely to be subject to strong seismic shaking during the life of the improvements. The potential for liquefaction is considered to be low, though densification and lateral spreading is possible. The impact related to seismic hazards would be potentially significant.

Mitigation Measure Geo-2: Compliance with a design-level Geotechnical Investigation report prepared by a Registered Geotechnical Engineer and with Structural Design Plans as prepared by a Licensed Professional Engineer. Proper slope and foundation engineering and construction shall be performed in accordance with the recommendations of a Registered Geotechnical Engineer and a Licensed Professional Engineer. The structural engineering design, with supporting Geotechnical Investigation, shall incorporate seismic parameters compliant with the California Building Code.

Impact Geo-3: Unstable Soils and Slope Stability. The topography and soils at the Project site represent a concern for unstable soils and landslides if not properly mitigated. The impact related to unstable soils and landslides would be potentially significant.

Mitigation Measure Geo-2 would also serve to mitigate Impact Geo-3 through requiring compliance with a design-level geotechnical investigation and recommendations.

Impact Geo-4: Expansive Soils. The Project proposes deep fill in some locations that could result in swell/settlement if not properly mitigated. The impact related to expansive soils would be potentially significant.

Mitigation Measure Geo-2 would also serve to mitigate Impact Geo-4 through requiring compliance with a design-level geotechnical investigation and recommendations.

Impact Geo-5: Construction-Period Soil Erosion. Grading and construction activities will expose soil to the elements, which would be subject to erosion during storm events. This is a potentially significant impact.

Mitigation Measure Geo-5: Construction-Period Stormwater Pollution Prevention Plan (SWPPP). The Project applicant shall prepare and implement a SWPPP for the proposed construction period. The SWPPP and Notice of Intent (NOI) must be submitted to the State Water Resources Control Board to receive a Construction General Permit. The plan shall address National Pollutant Discharge Elimination System (NPDES) requirements, include applicable monitoring, sampling and reporting, and be designed to protect water quality during construction. The Project SWPPP shall include "Best Management Practices" (BMPs) as required by the State and the Regional Water Quality Control Board for preventing stormwater pollution through soil stabilization, sediment control, wind erosion control, soil tracking control, non-storm water management, and waste management and materials pollution control.

The SWPPP shall take into account the following considerations recommended by the preliminary geotechnical report:

- Ponding of stormwater, other than within engineered detention basins, should not be permitted at the site, particularly during work stoppage for rainy weather. Before the grading is halted by rain, positive slopes should be provided to carry surface runoff to storm drainage structures in a controlled manner to prevent erosion damage.
- The tops of fill or cut slopes should be graded in such a way as to prevent water from flowing freely down the slopes. Due to the nature of the site soil and bedrock, graded slopes may experience severe erosion when grading is halted by heavy rain. Therefore, before work is stopped, a positive gradient away from the tops of slopes should be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled. It is vital that no completed slope be left standing through a winter season without erosion control measures having been provided.
- Because the existing bedrock is relatively nutrient poor, it may be difficult for vegetation to become properly established, resulting in a potential for slope erosion. Revegetation of graded slopes can be aided by retaining the organic-rich strippings and spreading these materials in a thin layer (approximately 6 inches thick) on the graded slopes prior to the winter rains and following rough grading. When utilizing this method, it is sometimes possible to minimize hydroseeding.

5. Greenhouse Gas Emissions

Impact GHG-1: Increased GHG Emissions. Construction and operation of the proposed Project would be additional sources of GHG emissions, primarily through consumption of fuel for transportation and energy usage on an ongoing basis. This is a potentially significant impact.

Mitigation Measure GHG-1: Increased Energy Efficiency. The Project shall demonstrate proposed energy efficiency at least 16% greater than Title 24 requirements prior to issuance of building permits.

Impact GHG-2: Compliance with Livermore Climate Change Element. The Project plans are not detailed enough at this stage to determine consistency with best management practices included in the Climate Change Element of the Livermore General Plan. This is a potentially significant impact.

Mitigation Measure GHG-2: GHG Emissions Reduction Best Management Practices (BMPs). The Project shall demonstrate proposed compliance with City of Livermore General Plan Climate Change Element BMPs prior to issuance of building permits, including the following. If the City's Climate Action Plan is approved prior to issuance of permits, requirements of the Climate Action Plan can be substituted for the BMPs below.

- Climate BMP No. 1 – Energy-efficient buildings in compliance with the Livermore Green Building Ordinance.
- Climate BMP No. 2 – Use of energy-efficient appliances that meet Energy Star standards.
- Climate BMP No. 3 – Incorporate solar roofs into commercial development. Residential development to be "solar-ready" including proper solar orientation (south facing roof area sloped at 20° to 55° from the horizontal), clear access on the south sloped roof (no chimneys, heating vents, plumbing vents, etc.), electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water system, and space provided for a solar hot water storage tank.
- Climate BMP No. 4 – Incorporate transit and bicycle/pedestrian connections into development.
- Climate BMP No. 5 – has been omitted as it applies only to Commercial/Industrial projects.
- Climate BMP No. 6 – has been omitted as it applies to parking lots and structures.
- Climate BMP No. 7 – In compliance with the Construction and Demolition Ordinance, recycle construction materials and divert construction waste from disposal as feasible.
- Climate BMP No. 8 – Include recycling facilities to provide for commercial and/or community recycling of plastic, paper, green waste, and food waste.
- Climate BMP No. 9 –Incorporate "heat island" treatments including cool roofs, cool pavements, and strategically placed shade trees.
- Climate BMP No. 10 –Use landscaping that meets the City's Water Efficient Landscape Ordinance.

6. Hazards and Hazardous Materials

Impact Haz-2: Oil Seepage Possibility. Because there are oil seepage issues on a nearby site, it is possible, though unlikely, that near-surface oil could exist on the Project site. The possibility of future oil seepage from near-surface oil is a potentially significant impact.

Mitigation Measure Haz-2: Confirm Absence of Near Surface Oil or Implement Over excavation. The absence of naturally occurring oil should be confirmed during grading of the site. If oil is encountered during grading, the following over excavation shall be implemented:

- The area where naturally occurring near surface oil is encountered shall be over excavated a minimum of 10 feet below proposed finish grade and replaced with engineered fill. This will provide a low permeable fill cap to prevent the upward migration of oil.
- Where proposed storm drains lines cross areas where naturally occurring near surface oil is encountered, the area shall be over excavated a minimum of 5 feet beyond the outside diameter of the proposed storm drain line. The excavation should be backfilled with engineered fill and the storm drain line trenched through the fill. The storm drain trench within the previously over excavated and backfilled area should be lined with 20 mil visqueen prior to placement of shading and the storm drain line

7. Hydrology and Water Quality

Impact Hydro-1: Construction-Period Erosion and Siltation. Construction of the proposed Project would involve grading activities that would disturb soils at the site. Such disturbance would present a threat of soil erosion by subjecting unprotected bare soil areas to runoff during construction, which could result in siltation to receiving waters. This is a potentially significant impact.

Mitigation Measure Geo-5, which requires implementation of a construction-period stormwater pollution prevention plan including Best Management Practices for preventing construction-period stormwater pollution through soil stabilization, sediment control, wind erosion control, soil tracking control, non-storm water management, and waste management and materials pollution control, would also mitigate Impact Hydro-1.

8. Traffic/Transportation

Impact Traf-5: Hazards Due to Design Features or Incompatible Uses. The proposed Project includes installation of new internal roadways, trail access to open space areas, provision of a pedestrian and EVA bridge and a new vehicle access points from an existing street, and a roadway crossing of the Altamont Creek Trail that could result in hazards if the details are not properly designed. This is a potentially significant impact.

Mitigation Measure Traf-5: Hazards Due to Design Features or Incompatible Uses. The Project's on-site transportation elements, such as sight distances, driveway locations, and marked crosswalk locations, have been reviewed by the Livermore staff with design-level project approvals and meet applicable local regulations. The following design details are recommended, though final details will be determined through consultation with Livermore staff, taking into consideration constraints of the site:

a) The stem of each intersection should be stop-controlled or contain other intersection controls.
b) Livermore thoroughfare standards should be followed, which could involve narrowed vehicle lanes, widened sidewalks, reduced corner radii, and installation of corner bulb-outs. Narrower vehicle travel lanes and tighter corner radii with bulb-outs are associated with lower vehicle travel speeds, increased visibility between pedestrians and motorists, and reduce pedestrian roadway exposure.
c) All mid-block trail crossings should be marked with warning signs and a high-visibility crosswalk and include bulb-outs and lighting to enhance pedestrian visibility.
d) According to Livermore's Municipal Code 3-15-050, driveways should be located more than 20 feet from the corners.

Impact Traf-6: Emergency Access. The proposed Project includes a new internal roadway system that connects with existing roadways that could result in inadequate emergency access if the details are not properly designed. This is a potentially significant impact.

Mitigation Measure Traf-6: Emergency Access. The Livermore-Pleasanton Fire Department has reviewed the 2018 Revised Project. Conditions of approval for the Vesting Tentative Tract Map include additional design features and measures necessary for emergency response.

Impact Traf-7: Construction. Construction-related impacts generally would not be considered significant due to their temporary and limited duration. However, depending on the construction phasing and truck activity, this is a potentially significant impact.

Mitigation Measure Traf-7: City Review of Construction Plan. It is expected that the construction plan will be reviewed by the City of Livermore and designed to meet applicable regulations.

Impact Traf-10: Laughlin Road & Northfront Road Intersection. The addition of Project trips would have a cumulatively considerable impact on the delay at an intersection already projected to operate below acceptable levels (an increase of 8.9 seconds of average delay during the PM peak hour under Cumulative Plus Project conditions). This is a significant impact.

Mitigation Measure Traf-10: Laughlin Road & Northfront Road Intersection Improvements. The Project shall contribute a fair share amount to improvements at this intersection, as determined by the City of Livermore Community Development Department. The improvements shall consist of either A) or B) below, again as determined in coordination with the City of Livermore Community Development Department:

a) Roundabout. Install a roundabout with yield-control at all three intersection legs. The current vehicle lane configuration would remain, but right-of-way may need to be expanded to accommodate traffic movements through the intersection.

Or

b) Signal Control. Signalize the intersection. The current vehicle lane configuration would need to be altered from the existing one lane in each direction to include a left-turn pocket in the eastbound direction and a right-turn pocket in the westbound direction. Right-of-way may need to be expanded to accommodate the turn-pocket lanes at the intersection.

D. LESS THAN SIGNIFICANT IMPACTS IDENTIFIED IN THE EIR

The Final EIR identifies the following less than significant impacts. The less than significant impacts identified below are presented in summary form. For a detailed description of the less than significant impacts, see the appropriate text in the EIR.

The analysis in this EIR identifies the following environmental effects to be less than significant.

1. Aesthetics
2. Agricultural, Forest and Mineral Resources
3. Cultural Resources
4. Land Use and Planning
5. Noise
6. Population, Public Services and Recreation
7. Utilities/Service Systems

E. OTHER CEQA-REQUIRED ASSESSMENTS

1. Growth-Inducing Impacts

There are two types of growth-inducing impacts that a project may have: direct and indirect. To assess the potential for growth-inducing impacts, the project's characteristics that may encourage and facilitate activities that individually or cumulatively may affect the environment must be evaluated (CEQA Guidelines Section

15126.2(d)).

Direct growth-inducing impacts occur when the development of a project imposes new burdens on a community by directly inducing population growth, or by leading to the construction of additional developments in the same area. Also included in this category are projects that remove physical obstacles to population growth (such as a new road into an undeveloped area or a wastewater treatment plant with excess capacity that could allow additional development in the service area). Construction of these types of infrastructure projects cannot be considered isolated from the development they facilitate and serve. Projects that physically remove obstacles to growth, or projects that indirectly induce growth may provide a catalyst for future unrelated development in an area such as a new residential community that requires additional commercial uses to support residents.

The Garaventa Hills Project would develop 44 dwelling units. Using the City of Livermore's 2013 persons per housing rate of 2.81 (as reported by the California Department of Finance), the Garaventa Hills project would add 123 persons. The City of Livermore's 2013 population was reported to be 83,325 by the California Department of Finance; thus, the addition of 123 persons would represent an increase of 0.15 percent. This amount of population growth is considered negligible; therefore, direct population growth would be less than significant. Additionally, the project sites are currently served by urban infrastructure and utilities; thus, development of the proposed projects would not remove a physical barrier to growth. No impacts would occur.

2. Cumulative Impacts

CEQA defines cumulative impacts as "two or more individual effects, which, when considered together, are considerable, or which can compound or increase other environmental impacts." Section 15130 of the *CEQA Guidelines* requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone, or together with other projects. The *CEQA Guidelines* state: "The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects." Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

The proposed projects' cumulative impacts were considered in conjunction with other proposed and approved projects in the Livermore area. Based on the analyses in the Draft EIR, the proposed project will not result in cumulatively significant impacts, with implementation of identified mitigation measures, in the following areas: air quality/greenhouse gas emissions; biological resources; geology, soils, and seismicity; hazards and hazardous materials; hydrology and water quality; noise; and utility systems.

F. MITIGATION MONITORING AND REPORTING PROGRAM

When making findings, the lead agency must adopt a reporting or monitoring program for the mitigation measures it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The City hereby adopts the Mitigation Monitoring and Report program for the Project included as Exhibit A to these findings. The mitigation measures identified in the Final EIR to reduce significant impacts and adopted and incorporated into the Project will be monitored pursuant to this monitoring program.

G. ALTERNATIVES

The EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1-1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with the Alternative B.

In March 2022, the Court of Appeal of the State of California ruled that the EIR was inadequate because it failed to include sufficient information regarding the potential availability of funding for open space acquisition and preservation of the Project site in the no project alternative analysis. Consistent with the Court of Appeal's decision, the No Project, No Development Alternative includes discussion of the potential for the acquisition and preservation of the Project site as open space.

Project Objectives. The objectives for the proposed project include:

1. Complete implementation of current Planned Development zoning designation that reflects the Project site's inclusion in the Planned Unit Development Permit (PUD 115-A) for the Maralisa development, which indicated development with a maximum of 76 single-family homes.
2. Contribute to housing availability to accommodate Livermore's growing population and to help satisfy Livermore's share of regional housing needs.
3. Provide housing near Livermore and Tri-Valley employment centers within the existing City Boundary and North Livermore Urban Growth Boundary.
4. Provide a high-quality residential neighborhood that is compatible and integrated with existing nearby residential, park, school and open space uses.
5. Provide adequate access to the site for safety purposes while minimizing environmental impacts and satisfying natural resource and flood control regulatory agencies.
6. Provide buffers as a separation and natural transition from adjacent open space and habitat to urban development.
7. Conserve the two prominent knolls as visual resources for the community.
8. Retain public access to trails around the knolls as a public amenity for hiking and vista views.

Alternatives. The following alternatives to the proposed project are considered in the EIR:

Alternative A: No Project, No Development Alternative. Alternative A is a "no project" alternative. It assumes the proposed Project is not approved and the site would remain in an undeveloped state, with no development of roadways or residences. This alternative includes discussion of the potential for the acquisition and preservation of the Project site as open space.

Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative B assumes the Project site is developed consistent with the current "UL-1" (Urban Low Residential 1-1.5 dwelling units per acres) General Plan designation. Given this current General Plan designation, the Project site could be developed with another residential project, which could result in the same or greater impacts than the proposed

project. Specifically, this alternative assumes 47 residential units would be constructed on the 31.7-acre site (at approximately 1.5 units per acre). This is 62% of the units proposed under the Project. A residential development at these lower densities would likely be comprised of larger lots covering a similar area as under the Project.

Conclusion on Alternatives

No significant and unavoidable impacts were identified under the proposed Project. All Project impacts are either less than significant or can be reduced to those levels through implementation of the mitigation contained in the EIR. Because of the low impact of the proposed Project, differences between it and the Alternatives are marginal and limited to reductions in already less than significant impacts.

The EIR identifies the No Project, No Development Alternative as the environmentally superior alternative since it proposes no changes to the site. The EIR further provides, however, on the basis of substantial evidence that the No Project, No Development Alternative is not a feasible alternative, as follows:

> The property owner is not a willing seller. Without a willing seller, the Project site has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.
>
> Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice. There are other funding sources available for an eminent domain approach, including the Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation (if authorized by voters through ballot initiatives/bond measures); however, these funds are either not eligible to be used for the Project site or are prioritized elsewhere.
>
> Additionally, the Project site has a long-established residential designation and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development. Under the No Net Loss provisions of state housing laws, additional process would be required to remove the Project site from the Housing Element's residential development site inventory, which could add additional cost to the acquisition of the site for open space preservation.
>
> Alternative A: No Project, No Development represents the possibility that the Project site would be preserved as open space. As discussed above, the potential funding sources for such open space acquisition and preservation have been explored and it has been concluded that the site is either ineligible for use of those funds due to an unwilling seller or would require legally-complicated and cost-prohibitive fair market value eminent domain proceedings and use of funds prioritized elsewhere.
>
> The analysis and evidence cited above can support a conclusion by the lead agency that Alternative A: No Project, No Development involving site acquisition and preservation as open space is not a "feasible" alternative the lead agency is compelled to adopt. The lead agency will take this evidence and analysis into account when making the findings required by CEQA regarding the feasibility of Alternative A: No Project, No Development.

Further, this alternative would not advance any project objectives, including the

contribution of homes to accommodate Livermore's growing population and regional housing needs, and to provide housing near Tri-Valley employment centers within the existing City Boundary and North Livermore Urban Growth Boundary.

The CEQA Guidelines also require that "if the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives" (CEQA Guidelines Section 15126.6(e)(2)). In general, the environmentally superior alternative minimizes adverse impacts to the environment, while still achieving the basic project objectives.

The Reduced Density, Current General Plan Density Alternative is the next most environmentally superior alternative with the lower density contributing to reduced impacts related to both the construction period and operational period. Alternative B would result in marginal reductions in already less than significant impacts, requiring mostly the same mitigation. The Reduced Density, Current General Plan Allowance Alternative meets all of the Project Objectives.

In light of the foregoing discussion, the City Council sees no reason to turn down the project as proposed, as it is consistent with the General Plan and consistent with stated project objectives. The No Project Alternative does not meet the objectives of the proposed project.

H. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth above, there are no significant adverse environmental impacts which are identified in the EIR. Therefore, a statement of overriding considerations is not required for approval of the proposed project.

I. RECIRCULATION NOT REQUIRED

No new significant information was added and no substantial changes to the EIR were proposed as a result of the public comment process. The Re-Issued Final EIR addresses the Court of Appeal's decision to include the discussion of the potential for the acquisition and preservation of the Project site as open space under the No Project, No Development Alternative. Recirculation of an EIR to address a limited issue is not grounds to revisit issues laid to rest in prior analysis upheld by the Court. The minor changes, clarifications, and additions to the EIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts.

On September 26, 2022, the Superior Court ordered the certification of the EIR and the Project's approval be set aside. The order directed the City, should it choose to consider the project again, to "first prepare an EIR with 'relevant' information in the 'no-project alternative evaluation regarding the feasibility of acquiring Garaventa Hills to conserve it as open space.'"[1] The Superior Court upheld the EIR against all other claims, and issued a writ providing for ongoing jurisdiction subject to Public Resources Code section 21168.9(c).[2]

When a court issues a writ of mandate directing that an EIR be supplemented or corrected, this "does not mean the Agency is required to start the EIR process anew." *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th

[1] *Id*.

[2] Superior Court of California, County of Alameda, Case No. RG19020186, Judgment, (Sept. 26, 2022), at 1; Superior Court of California, County of Alameda, Case No. RG19020186, Peremptory Writ of Mandate, (Sept. 26, 2022), at 2.

1099, 1112; see also *Lotus v. Dept. of Transportation* (2014) 223 Cal.App.4th 645, 658. "Rather, the Agency need only correct the deficiency in the EIR . . . before considering recertification of the EIR." *Protect the Historic Amador Waterways*, 116 Cal.App.4th at 1112. CEQA is designed specifically to avoid "endless rounds of revision and recirculation of EIR[s]." *Silverado Modjeska Recreation and Park District v. County of Orange* (2011) 197 Cal.App.4th 282, 303 ("*Silverado Modjeska*"). A writ in a CEQA action directs "the public agency take *specific action* as may be necessary to bring the determination, finding, or decision into compliance with [CEQA]." CEQA § 21168.9(a)(3) (emphasis added). The fact that additional environmental assessment is conducted for a limited issue "is not an occasion to revisit environmental concerns laid to rest in the original analysis." *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 949. This principle applies with full force when an EIR has been de-certified and additional environmental assessment has been required for a specific reason. See, e.g., *Silverado Modjeska*, 197 Cal.App.4th at 297; see also *Ione Valley Land, Air, & Water Def. All., LLC v. County of Amador* (2019) 33 Cal.App.5th 165, 170 (citing *Citizens for Open Government v. City of Lodi* (2012) 205 Cal.App.4th 296, 324-27). Further, the CEQA Guidelines expressly authorizes a lead agency to recirculate only selected portions of an EIR rather than open all topical areas for further recirculation. CEQA Guidelines, §§15088.5(c), (f).

The standard for recirculation is whether "significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification." CEQA Guidelines § 15088.5(a). "[R]ecirculation is not required where the new information added to the EIR 'merely clarifies or amplifies . . . or makes insignificant modifications in . . . an adequate EIR." *Laurel Heights Improvement Assn. v. Regents of University of California* ("*Laurel Heights*") (1993) 6 Cal.4th 1112, 1129–30, *as modified on denial of reh'g (Feb. 24, 1994)* (citations omitted).

> "[R]ecirculation is only required when the information added to the EIR changes the EIR in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible project alternative or mitigation measure that would clearly reduce such an effect and that the project's proponents have declined to implement."[3]

Consistent with the Court of Appeal's order, and with the CEQA Guidelines, the RP Draft EIR recirculated for public comment a version of the alternatives analysis which analyzes the issue of the potential for the acquisition and preservation of the Project site as open space. Adding this analysis was the only thing the court held would be necessary to bring the EIR into compliance with CEQA.

No information added shows any new or substantially increased environmental impact. CEQA Guidelines §§ 15088.5(a)(1), (a)(2). The EIR's impact conclusions remain unchanged, and the new analysis does not identify mitigation measures that the Project applicant has declined to implement or that result in a new significant environmental impact. CEQA Guidelines §§ 15088.5(a)(1), (a)(3). Further, the Court of Appeal did not conclude that the previously circulated "draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." CEQA Guidelines, §15088.5(a)(4). To the contrary, the court found only a limited error. No commenter has pointed to any reason that the information that has been added to the EIR trigger the standards in CEQA Guidelines §15088.5 that would require further recirculation. As such, the lead agency's determination not to further recirculate other portions of the EIR is supported by substantial evidence and consistent with CEQA.

[3] Laurel Heights Improvement Assn., 6 Cal.4th at 1120.

All comments have been shared with the City's expert staff, including the City's Planning Director and City Engineer. Staff have reviewed all comments raised and considered whether any issues raised demonstrate the existence of "significant new information" and concluded that none of the comments show such "significant new information." Specifically, the City Engineer has reviewed all comments related to flooding and hydrocarbons and confirmed that no comments demonstrate any new or increased significant impacts beyond those analyzed in the previously circulated EIR. In addition, going beyond the requirements of CEQA, the City's commissioned expert biologist has independently confirmed that there are no new listings in the CNDBB regarding endangered species. The biologist's memorandum confirms that a modest revision to Mitigation Measure Bio-9 can address any impacts on any species whose listing status has changed since the RFEIR. The Council's determination not to further re-circulate or supplement the EIR is based on this and all other evidence in the record establishing that there is no significant new information.

Comments raising issues or questions with respect to the originally prepared EIR cannot require revisitation of that analysis. See, e.g., *Ione Valley,* 33 Cal.App.5th at 170. To the extent any of the comments raise issues based on facts arising after the RFEIR, these comments also do not present significant new information that warrants revisiting the prior analyses, either under the "recirculation" standard or, to the extent applicable, the standard for preparing a subsequent or supplemental EIR. Pub. Res. Code §§ 21092.1, 21166; CEQA Guidelines §§ 15088.5, 15162, 15163. Specifically, there have been no changes to the project. CEQA Guidelines § 15162(a)(1). The proposed project is the same project previously analyzed. There have been no changes to the environmental setting or circumstances that require "major revisions" to the EIR, because there is no evidence of any "new significant environmental effects or a substantial increase in the severity of previously identified significant effects." CEQA Guidelines § 15162(a)(2). Finally, there is no new information "which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified" showing new or more severe project impacts nor newly feasible alternatives or mitigation measures that the applicant has declined to adopt. CEQA Guidelines, §15162(a)(3). Therefore, the lead agency's decision not to further recirculate, and not to prepare any further supplemental or subsequent EIR review, is supported by substantial evidence and consistent with CEQA.

J. RECORD OF PROCEEDINGS

Various documents and other materials constitute the record of proceedings upon which the City Council base their findings and decisions contained herein.

Documents related to this Project are located in the Livermore Community Development Department, Planning Division, 1052 South Livermore Avenue, Livermore, CA.

K. SUMMARY

1. Based on the foregoing Findings and the information contained in the record, the City has made one or more other following findings with respect to each of the significant effects of the Project:

a. Changes or alterations have been required in, or incorporated into, the Project, which mitigate or avoid the significant effects on the environment.

b. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that agency.

c. Specific economic, legal, social, technological, economic or other considerations

made infeasible the mitigation measures or alternatives identified in the Final EIR.

2. Based on the foregoing Findings and the information contained in the record, it is determined that all significant effects on the environmental due to the approval of the proposed project have been eliminated or substantially lessened.

LIVERMORE GARAVENTA HILLS PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Air-1: Basic Construction Management Practices. The Project shall demonstrate proposed compliance with all applicable regulations and operating procedures prior to issuance of demolition, building or grading permits, including implementation of the following BAAQMD "Basic Construction Mitigation Measures." • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. • Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.	Prior to issuance of demolition, building or grading permits	Applicant / Developer	Verify requirements are included in construction contracts and are met during construction	Livermore Community Development Department	
Bio-2: Construction-Period Protection of Offsite Wetlands and Vernal Pools. The applicant shall implement the following measures to minimize the potential impact to off-site wetlands and vernal pools resulting from construction activities on the Project site. a) Stormwater Best Management Practices shall be implemented during construction activities to avoid the potential for sediments and other	Prior to issuance of demolition, building or grading permits	Applicant / Developer	Verify requirements are included in construction contracts and are met during construction	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
pollutants to enter the offsite wetland areas. b) Install fencing and signage identifying the limits of the wetlands and providing a physical barrier to keep construction equipment and personnel out of the sensitive habitat areas. c) Schedule grading in close proximity to offsite vernal pools during the non-rainy season in order to minimize potential for sedimentation of the pools. d) Stabilize the natural vegetated buffer between the grading area and the offsite wetlands during the early phases of construction so that it serves as a protective barrier for the wetlands. Stabilization can be accomplished through establishment of vegetation and/or temporary Best Management Practices to prevent erosion and sedimentation from occurring, such as erosion control mats, silt fences, fiber rolls, and/or soil binders.					
Bio-3a: Conduct surveys to determine presence/absence of VPFS. Complete surveys following protocol deemed acceptable by the USFWS to determine presence/absence of VPFS in the seasonal wetland on the Project site prior to initiation of construction. The presence of VPFS can be assumed instead of implementing the surveys required by this measure. If no VPFS are found, no further mitigation is required. If VPFS are found or assumed to be present, implement Mitigation Measures 3b and 3c. Bio-3b: Obtain Authorization from USFWS for take of VPFS. If VPFS are found as a result of directed surveys or are assumed to be present, the Project applicant shall obtain authorization from USFWS for take of VPFS prior to filling or disturbance of the seasonal wetland. USFWS authorization may be obtained through Section 7 of the ESA as a component of the USACE permitting process (see wetland impacts below). Bio-3c: Obtain offsite compensatory habitat for loss of VPFS habitat if determined to be present. If VPFS are found as a result of directed surveys or are assumed to be present, compensatory habitat shall be provided for loss of this habitat at a 9:1, 10:1 or 11:1 mitigation ratio depending on the location of the mitigation site, as recommended in the East Alameda County Conservation Strategy (EACCS). Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site.	Prior to initiation of site disturbance	Applicant / Developer	Verify survey was performed and, if VPFS present, verify USFWS authorization and compensatory habitat decided.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Bio-4a: Obtain Authorization from USFWS and CDFG for potential take of CTS. The Project applicant shall obtain authorization from USFWS and CDFW for potential take of CTS prior to initiation of any ground disturbance activities. Bio-4b: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential Upland Aestivation Habitat for CTS. The compensatory habitat shall be provided at a 2.5:1 to 3:1 ratio for acres permanently lost and at a 1.5:1 ratio for areas temporarily disturbed, as recommended in the EACCS. Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site. The mitigation site should be of sufficient quality and quantity to fully offset the permanent loss of habitat and should be permanently protected and managed in perpetuity with sufficient funding to maintain and enhance the quality of the site for CTS. Bio-4c: Implement Appropriate Measures during Construction to Minimize Potential Take of CTS. Minimization measures specified in the authorizations obtained from USFWS and CDFW shall be implemented prior to and during construction: Such measures could include the following: • Project applicant shall contract with a Designated Biologist approved by USFWS and CDFW to monitor construction activities. • All earthwork in the construction area shall be confined to the period of June 15 to October 31, or as approved by USFWS and CDFW. • A barrier with one-way ramps shall be constructed around the limits of grading in the fall prior to the initiation of construction. This barrier will allow CTS to move out of the construction area during the fall/winter and keep them from returning in the spring. • Before any construction activities begin, the Designated Biologist will conduct a training session with construction personnel to describe the CTS and its habitat, the specific measures being implemented to minimize effect to the species, and boundaries of the construction area. • The Designated Biologist shall complete walking surveys of the construction area prior to initiation of ground-disturbing activities each day during the construction period. If any CTS are discovered, the Designated Biologist shall move the animal to a safe, nearby location as predetermined through consultation with USFWS and CDFW.	Prior to initiation of site disturbance	Applicant / Developer	Verify USFWS and CDFG authorization and compensatory habitat decided and construction minimization measures included in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Bio-5a: Obtain Authorization from USFWS for Potential Take of CRLF. The Project applicant shall obtain authorization from USFWS for potential take of CRLF prior to initiation of any ground disturbance activities. Bio-5b: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential Upland Habitat for CRLF. The compensatory habitat shall be provided at a 2.5:1 to 3:1 ratio for the acres permanently lost and at a 1:1 ratio for areas temporarily disturbed, consistent with the EACCS recommendations for the species. Final replacement ratios shall be based on the assessed functions and values of an agency approved mitigation site. The mitigation site can be the same as that obtained for Mitigation Measure Bio 4b, as long as there is sufficient area to provide habitat for both CRLF and CTS. Bio-5c: Implement Appropriate Measures during Construction to Minimize Potential Take of CRLF. Minimization measures specified in the authorizations obtained from USFWS shall be implemented prior to and during construction. Such measures are expected to be similar to those described for Mitigation Measure 4c.	Prior to initiation of site disturbance	Applicant / Developer	Verify USFWS authorization and compensatory habitat decided and construction minimization measures included in construction contracts.	Livermore Community Development Department	
Bio-6a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of potential burrowing owl habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and 5b should also be determined as occupied or suitable for burrowing owls in order to compensate for potential habitat loss resulting from the Project. Bio-6b: Conduct a Pre-Construction Burrowing Owl Survey. A pre-construction survey shall be conducted by a qualified biologist within 30 days prior to initiation of any ground-disturbing activities to ensure individual owls are not harmed. If the survey occurs during the breeding season (February 1 to August 31) and owls are observed on or within 250 feet of the area of disturbance, a 250-foot buffer should be established around the occupied burrow with construction fencing. The fenced area should remain in place for the duration of the breeding season while construction activities are occurring. If the survey is conducted outside of the breeding season and owls are observed, owl eviction may be allowed if authorized by CDFW.	Within 30 days prior to initiation of site disturbance	Applicant / Developer	Verify survey was performed and verify compensatory habitat decided and, if required, appropriate buffers are included in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Bio-7a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of Potential American Badger Habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and -5b will also be determined as occupied or suitable for American badger to compensate for potential habitat loss resulting from the Project. Bio-7b: Conduct a Pre-Construction American Badger Survey. A pre-construction survey shall be conducted by a qualified biologist no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any Project activity likely to impact potential burrows. If occupied burrows are found, one of the following actions shall be implemented by the applicant: 1. Initiate an on-site passive relocation program, through which badgers are excluded from occupied burrows by installation of a one-way door in burrow entrances, monitoring of the burrow for one week to confirm badger usage has been discontinued, and hand excavation and collapse of the burrow to prevent reoccupation; or 2. Have a qualified biologist actively trap and relocate badgers to suitable off-site habitat in coordination with the CDFW.	14 to 30 days prior to initiation of site disturbance	Applicant / Developer	Verify survey was performed and verify compensatory habitat decided and, if required, relocation has occurred.	Livermore Community Development Department	
Bio-8a: Obtain Offsite Compensatory Habitat for Loss/Disturbance of potential SJKF habitat. The compensatory habitat to be obtained as described for Mitigation Measures Bio-4b and 5b should also be determined as occupied or suitable for SJKF in order to compensate for potential habitat loss resulting from the Project. Bio-8b: Conduct pre-construction surveys for San Joaquin kit fox: The pre-construction survey should be conducted by a qualified biologist no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any Project activity likely to impact the San Joaquin kit fox. • If potential dens are present, their disturbance and destruction will be avoided. • If potential dens are located within the proposed work area and cannot be avoided during construction, qualified biologist will determine if the dens are occupied or were recently occupied using methodology coordinated with the USFWS and CDFW. • If unoccupied, the qualified biologist will collapse these dens by hand in accordance with USFWS procedures (U.S. Fish and Wildlife Service 1999).	14 to 30 days prior to initiation of site disturbance	Applicant / Developer	Verify survey was performed and verify compensatory habitat decided and, if required, that avoidance or exclusion zones are included in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
• Exclusion zones will be implemented following USFWS procedures (U.S. Fish and Wildlife Service 1999) or the latest USFWS procedures available at the time. The radius of these zones will follow current standards or will be as follows: Potential Den—50 feet; Known Den—100 feet; Natal or Pupping Den—to be determined on a case-by-case basis in coordination with USFWS and CDFW. • Pipes will be capped and trenches will contain exit ramps to avoid direct mortality while construction area is active.					
Bio-9: Conduct pre-construction surveys for western spadefoot toad and western pond turtle. Surveys for western spadefoot toad and western pond turtle shall be conducted by a qualified biologist a maximum of one week prior to construction. The survey should include the potential breeding habitat of both species and an area within 50 feet of that habitat. If a western spadefoot toad or a western pond turtle is found, the biologist shall move it to suitable habitat in a safe location outside of the construction zone. In the event that a western spadefoot toad or western pond turtle is observed within an active construction zone, the contractor shall temporarily halt construction activities until a biologist has moved the toad or turtle to a safe location outside the construction zone, within similar habitat. In the event the western spadefoot toad and/or western pond turtle are officially listed by the USFWS the Project applicant shall obtain authorization from USFWS for potential take of these species and implement all measures specified in the authorizations obtained from USFWS. Such measures are expected to be similar to those described for Mitigation Measure Bio-4c.	Within one week prior to initiation of site disturbance	Applicant / Developer	Verify survey was performed and, if required, relocation has occurred. Verify current listing status and USFWS authorization if required. Verify training of construction workers and halt requirement is included in construction contracts.	Livermore Community Development Department	
Bio-10: Conduct a Pre-Construction Nesting Bird Survey. Pre-construction surveys for nesting birds protected by the Migratory Bird Treaty Act of 1918 and/or Fish and Game Code of California shall be conducted within 30 days of initiation of construction activities. The survey area shall include the Project site and areas within 100 feet of the site. If active nests are found, the Project shall follow recommendations of a qualified biologist regarding the appropriate buffer in consideration of species, stage of nesting, location of the nest, and type of construction activity. The buffer shall be maintained until after the nestlings have fledged and left the nest. If there is a complete stoppage in construction activities for 30 days or more, a new nesting-survey shall be completed prior to re-initiation of construction activities.	Within 30 days prior to initiation or resumption of construction activities	Applicant / Developer	Verify survey was performed and, if required, buffer zones are included in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Bio11a: Obtain authorization from USACE, CDFW and RWQCB for fill of wetlands and alteration of Altamont Creek. The applicant shall obtain the necessary permits from the USACE, CDFW and RWQCB pursuant to §404 of the Clean Water Act, §1602 of the California Fish and Game Code, and §401 of the Clean Water Act, respectively. Bio-11c: Re-creation of 0.004 Acre of Seasonal Wetland. The applicant shall create a minimum of 0.004 acre of seasonal wetland habitat either onsite or offsite to replace the area lost through Project construction. Creation of this habitat shall be done in consultation with USFWS if the existing seasonal wetland is found to support VPFS (see Mitigation Measure Bio-4c).	Prior to initiation of site disturbance	Applicant / Developer	Verify USFWS/ CDFG/ RWQCB authorization and wetland re-creation.	Livermore Community Development Department	
Culture-1a: Halt Construction Activity, Evaluate Find and Implement Mitigation. In the event that previously unidentified archaeological or tribal resources are uncovered during site preparation, excavation or other construction activity, all such activity within 25 feet of the discovery shall cease until the resources have been evaluated by a qualified archaeologist and/or Native American specialist, and specific mitigation measures can be implemented to protect these resources in accordance with sections 21083.2 and 21084.1 of the California Public Resources Code. Culture-1b: Prepare Mitigation Plan, Halt Construction Activity, Evaluate Find and Implement Mitigation. Because of the high potential for unique paleontological resources within the Project area, a qualified professional Paleontologist shall prepare a Paleontological Mitigation Plan outlining a paleontological monitoring plan and a salvage plan to be implemented during construction excavation and other ground-disturbing activities for the Project. The Paleontological Mitigation Plan should include the following: in the event that previously unidentified paleontological resources are uncovered during site preparation, excavation or other construction activity, all such activity within 25 feet of the discovery shall cease until the resources have been evaluated by a qualified Paleontologist, and specific mitigation measures can be implemented to protect these resources in accordance with sections 21083.2 and 21084.1 of the California Public Resources Code. Culture-1c: Halt Construction Activity, Evaluate Remains and Take Appropriate Action in Coordination with Native American Heritage Commission. In the event that human remains are uncovered during site preparation, excavation or other construction activity, all such activity	Prior to issuance of demolition, building or grading permits then during construction if triggered	Applicant / Developer	Verify requirements are included in construction contracts and track outcome if triggered	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
within 25 feet of the discovery shall cease until the remains have been evaluated by the County Coroner, and appropriate action taken in coordination with the Native American Heritage Commission, in accordance with section 7050.5 of the California Health and Safety Code or, if the remains are Native American, section 5097.98 of the California Public Resources Code.					
Geo-2: Compliance with a design-level Geotechnical Investigation report prepared by a Registered Geotechnical Engineer and with Structural Design Plans as prepared by a Licensed Professional Engineer. Proper slope and foundation engineering and construction shall be performed in accordance with the recommendations of a Registered Geotechnical Engineer and a Licensed Professional Engineer. The structural engineering design, with supporting Geotechnical Investigation, shall incorporate seismic parameters compliant with the California Building Code.	Prior to issuance of building or grading permits	Applicant / Developer	Verify completion of report and adherence of structural design plans to the report	Livermore Community Development Department	
Geo-5: Construction-Period Stormwater Pollution Prevention Plan (SWPPP). The Project applicant shall prepare and implement a SWPPP for the proposed construction period. The SWPPP and Notice of Intent (NOI) must be submitted to the State Water Resources Control Board to receive a Construction General Permit. The plan shall address National Pollutant Discharge Elimination System (NPDES) requirements, include applicable monitoring, sampling and reporting, and be designed to protect water quality during construction. The Project SWPPP shall include "Best Management Practices" (BMPs) as required by the State and the Regional Water Quality Control Board for preventing stormwater pollution through soil stabilization, sediment control, wind erosion control, soil tracking control, non-storm water management, and waste management and materials pollution control. The SWPPP shall take into account the following considerations recommended by the preliminary geotechnical report: • Ponding of stormwater, other than within engineered detention basins, should not be permitted at the site, particularly during work stoppage for rainy weather. Before the grading is halted by rain, positive slopes should be provided to carry surface runoff to storm drainage structures in a controlled manner to prevent erosion damage. • The tops of fill or cut slopes should be graded in such a way as to prevent water from flowing freely down the slopes. Due to the nature of the site soil and bedrock, graded slopes may experience severe erosion when grading is halted by heavy rain. Therefore, before work is	Prior to issuance of building or grading permits and ongoing during construction	Applicant / Developer	Verification of Construction General Permit from the State Water Resources Control Board and inclusion of BMPs in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
stopped, a positive gradient away from the tops of slopes should be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled. It is vital that no completed slope be left standing through a winter season without erosion control measures having been provided. • Because the existing bedrock is relatively nutrient-poor, it may be difficult for vegetation to become properly established, resulting in a potential for slope erosion. Revegetation of graded slopes can be aided by retaining the organic-rich strippings and spreading these materials in a thin layer (approximately 6 inches thick) on the graded slopes prior to the winter rains and following rough grading. When utilizing this method, it is sometimes possible to minimize hydroseeding.					
GHG-1: Increased Energy Efficiency. The Project shall demonstrate proposed energy efficiency at least 16% greater than Title 24 requirements prior to issuance of building permits.	Prior to issuance of construction permits	Applicant / Developer	Verify energy efficiency calculations for construction plans.	Livermore Community Development Department	
GHG-2: GHG Emissions Reduction Best Management Practices (BMPs). The Project shall demonstrate proposed compliance with City of Livermore General Plan Climate Change Element BMPs prior to issuance of building permits, including the following. If the City's Climate Action Plan is approved prior to issuance of permits, requirements of the Climate Action Plan can be substituted for the BMPs below. • Climate BMP No. 1 – Energy-efficient buildings in compliance with the Livermore Green Building Ordinance. • Climate BMP No. 2 – Use of energy-efficient appliances that meet Energy Star standards. • Climate BMP No. 3 – Incorporate solar roofs into commercial development. Residential development to be "solar-ready" including proper solar orientation (south facing roof area sloped at 20° to 55° from the horizontal),clear access on the south sloped roof (no chimneys, heating vents, plumbing vents, etc.), electrical conduit installed for solar electric system wiring, plumbing installed for solar hot water system, and space provided for a solar hot water storage tank. • Climate BMP No. 4 – Incorporate transit and bicycle/pedestrian connections into development. • Climate BMP No. 5 – has been omitted as it applies only to Commercial/Industrial projects.	Prior to issuance of construction permits	Applicant / Developer	Verify inclusion of BMPs in construction plans.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
• Climate BMP No. 6 – has been omitted as it applies to parking lots and structures. • Climate BMP No. 7 – In compliance with the Construction and Demolition Ordinance, recycle construction materials and divert construction waste from disposal as feasible. • Climate BMP No. 8 – Include recycling facilities to provide for commercial and/or community recycling of plastic, paper, green waste, and food waste. • Climate BMP No. 9 –Incorporate "heat island" treatments including cool roofs, cool pavements, and strategically placed shade trees. • Climate BMP No. 10 –Use landscaping that meets the City's Water Efficient Landscape Ordinance.					
Haz-2: Confirm Absence of Near Surface Oil or Implement Overexcavation. The absence of naturally occurring oil should be confirmed during grading of the site. If oil is encountered during grading, the following overexcavation shall be implemented: • The area where naturally occurring near surface oil is encountered shall be overexcavated a minimum of 10 feet below proposed finish grade and replaced with engineered fill. This will provide a low permeable fill cap to prevent the upward migration of oil. • Where proposed storm drain lines cross areas where naturally occurring near surface oil is encountered, the area shall be overexcavated a minimum of 5 feet beyond the outside diameter of the proposed storm drain line. The excavation should be backfilled with engineered fill and the storm drain line trenched through the fill. The storm drain trench within the previously overexcavated and backfilled area should be lined with 20 mil visqueen prior to placement of shading and the storm drain line. • In every case the utility lines shall be designed to be airtight to prevent potential oil from entering the utility lines. • Any stormwater underdrains shall be shallow or eliminated in areas of potential oil seepage. • If oil is encountered then an oil/water separator shall be installed to treat stormwater prior to entering the creek. • A Community Facilities District, or other funding mechanism approved by the City, shall be formed in order to fund remedies to public infrastructure and utilities in the event oil seepage occurs after construction of the Project.	Prior to issuance of grading permits and during grading	Applicant / Developer	Verify measures to be implemented in the event of near surface oil encounters are included in construction contracts.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Traf-5: Hazards Due to Design Features or Incompatible Uses. The Project's on-site transportation elements, such as sight distances, driveway locations, and marked crosswalk locations, have been reviewed by the Livermore staff with design-level project approvals and meet applicable local regulations. The following design details are recommended, though final details will be determined through consultation with Livermore staff, taking into consideration constraints of the site: a) The stem of each intersection should be stop-controlled or contain other intersection controls. b) Livermore thoroughfare standards should be followed, which could involve narrowed vehicle lanes, widened sidewalks, reduced corner radii, and installation of corner bulb-outs. Narrower vehicle travel lanes and tighter corner radii with bulb-outs are associated with lower vehicle travel speeds, increased visibility between pedestrians and motorists, and reduce pedestrian roadway exposure. c) All mid-block trail crossings should be marked with warning signs and a high-visibility crosswalk and include bulb-outs and lighting to enhance pedestrian visibility. d) According to Livermore's Municipal Code 3-15-050, driveways should be located more than 20 feet from the corners.	Prior to issuance of construction permits.	Applicant/ Developer in Coordination with Livermore Community Development Department	Verify recommended design features are included in final designs.	Livermore Community Development Department	
Traf-6: Emergency Access. The Livermore-Pleasanton Fire Department has reviewed the 2018 Revised Project. Conditions of approval for the Vesting Tentative Tract Map include additional design features and measures necessary for emergency response.	Prior to issuance of construction permits	Applicant / Developer	Verify inclusion of conditions of approval in plans.	Livermore Community Development Department	
Traf-7: City Review of Construction Plan. It is expected that the construction plan will be reviewed by the City of Livermore and designed to meet applicable regulations.	Prior to issuance of construction permits.	Applicant/ Developer in Coordination with Livermore Community Development Department	Review construction-period traffic plan.	Livermore Community Development Department	

Mitigation Measures	Timing	Implementation Responsibility	Verification		
			Monitoring Action	Monitoring Responsibility	Date/Initials
Traf-10: Laughlin Road & Northfront Road Intersection Improvements. The Project shall contribute a fair share amount to improvements at this intersection, as determined by the City of Livermore Community Development Department. The improvements shall consist of either A) or B) below, again as determined in coordination with the City of Livermore Community Development Department: A) Roundabout. Install a roundabout with yield-control at all three intersection legs. The current vehicle lane configuration would remain, but right-of-way may need to be expanded to accommodate traffic movements through the intersection. OR B) Signal Control. Signalize the intersection. The current vehicle lane configuration would need to be altered from the existing one lane in each direction to include a left-turn pocket in the eastbound direction and a right-turn pocket in the westbound direction. Right-of-way may need to be expanded to accommodate the turn-pocket lanes at the intersection.	Prior to issuance of certificate of occupancy permits for residences.	Applicant / Developer in Coordination with Livermore Community Development Department	Verify improvements have been implemented.	Livermore Community Development Department	

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING VESTING TENTATIVE TRACT MAP (VTTM) 8094 (SUBDIVISION 13-001) AND SITE PLAN DESIGN REVIEW 13-005 AND AUTHORIZING THE APPLICANT TO PROVIDE SIX AFFORDABLE DUET UNITS AS PROPOSED AND TO MAKE A CASH PAYMENT EQUIVALENT TO 3.15 AFFORDABLE UNITS TO SATISFY THE AFFORDABLE HOUSING OBLIGATION FOR THE GARAVENTA HILLS PROJECT

On July 27, 2011, the City received an application to develop a single-family residential subdivision on the site located east of North Vasco Road, North of Garaventa Ranch Road/Altamont Creek Drive, and West of Laughlin Road. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2-3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development, a Vesting Tentative Tract Map to subdivide the site, and Site Plan Design Review for the landscaping, architecture, and improvements.

The City determined that an Environmental Impact Report (EIR) would be prepared for the aforementioned applications for the Garaventa Hills project in accordance with the California Environmental Quality Act (CEQA).

On November 18, 2011, the City issued a Notice of Preparation (NOP) pursuant to CEQA to obtain comments on the proposed scope of the EIR for the Garaventa Hills project.

On December 7, 2011, the City held a public scoping meeting for public agencies, organizations, and members of the public to review the proposed project and provide comments on the scope of the environmental review process.

On November 8, 2012, a Notice of Availability of the Draft Environmental Impact Report (Draft EIR) was issued, including notices to interested groups and individuals for a 45-day public comment period. A Notice of Completion of the Draft EIR, public comment period, and hearing date was published in a newspaper of general circulation pursuant to CEQA.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft EIR for the initial proposal. The initial proposal was for 76 homes with a second access via an extension of Hawk Street and new bridge across Altamont Creek. The proposal included a General Plan Amendment to change the land use designation from Urban Low Residential, at 1-1.5 dwelling units per acre, to Urban Low Medium Residential, at 2-3 dwelling units per acre.

On December 26, 2012, the public comment period on the Draft EIR was closed. The applicant made the changes listed below to the Garaventa Hills project before review and consideration by the Planning Commission:

- Reduction in the number of units from 76 to 47;
- Elimination of the Hawk Street connection and bridge over Altamont Creek;
- Preservation of the rock outcrop in the northwest corner of the site; and

- Provision of an additional 1-story floor plan and a 1½-story floor plan.

The Draft EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1-1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners during the Citizens Forums at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with the Alternative B.

On June 11, 2014, a Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, all responses to oral and written comments, and an appendix containing minor corrections of the Draft EIR. A notice of the Final EIR availability and certification recommendation hearing date was published in a newspaper of general circulation.

On July 1, 2014, the Planning Commission recommended the City Council deny the proposed project. Generally, the Commission's recommendation was due to the project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District regarding compatibility with the adjacent Garaventa Preserve.

On June 3, 2015, the City received revised plans for the Garaventa Hills Project.

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading;
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition;
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve;
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park; and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

On August 18, 2015, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Final EIR. The Livermore Planning Commission found that the Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended certification of the Garaventa Hills Final EIR, subject to final review and consideration to the City Council for approval.

On September 14, 2015, the City Council directed the project be returned to the Planning Commission and staff with direction for the project to be more subordinate to the

natural landforms and provide alternatives for emergency vehicle and pedestrian circulation. The City Council took no action concerning the Final EIR.

On August 25, 2018, a Re-Issued Final Environmental Impact Report was made available for public review at City Hall and on the City's website, along with the Final EIR and Draft EIR. Two (2) public notices concerning the documents' availability were provided via mail for properties located within 1,320 feet of the project site, and published in a local distribution newspaper, on August 25, 2018, and on November 24, 2018. The 2018 Re-Issued Final EIR contains an assessment of the 2018 Revised Project, which proposed 44 residential units and a pedestrian bridge connection to Hawk Street. The responses to comments were reassessed in light of the 2018 Revised Project and revisions to the responses are provided as appropriate. None of the revisions or other information contained in the Re-Issued Final EIR were "significant new information" under section 15088.5 of the CEQA Guidelines and therefore no recirculation of the Draft EIR was required.

On December 4, 2018, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Re-Issued Final EIR and approve the 2018 Revised Project. The Livermore Planning Commission found that the Re-Issued Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended approval of the 2018 Revised Project and certification of the Garaventa Hills Re-Issued Final EIR, subject to final review and consideration to the City Council for approval.

On April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-050, certifying the Re-Issued Final Environmental Impact Report (RFEIR) and adopting Findings and Facts in Support of Findings Regarding the Final Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Garaventa Hills Project.

Also on April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-051, approving a Vesting Tentative Tract Map (8094) and Site Plan Design Review (13-005) for the Garaventa Hills 2018 Revised Project.

On May 23, 2019, an unincorporated association called Save The Hill Group filed a petition for writ of mandate pursuant to the California Environmental Quality Act (CEQA) in Alameda County Superior Court.

On September 23, 2020, the Alameda County Superior Court entered a judgment denying Save The Hill Group's petition.

On November 23, 2020, Save the Hill Group appealed the superior court's judgment to the Court of Appeal for the First Appellate District.

On March 30, 2022, the First Appellate District Court of Appeal issued a decision reversing the superior court's judgment in part, finding Save the Hill Group adequately

exhausted its claims regarding the inadequacy of the “no project” alternative analyzed in the RFEIR and that the City violated CEQA by failing to sufficiently consider and analyze in the no project alternative the feasibility of permanently preserving the Garaventa Hills Project site as open space using funds from either the Altamont Landfill Settlement Agreement or the Dougherty Valley Settlement Agreement. The Court of Appeal otherwise affirmed the RFEIR’s compliance with CEQA in all other respects.

On September 26, 2022, the Alameda County Superior Court issued a writ of mandate ordering the City to (1) vacate and set aside its certification of the RFEIR and approval of the project within 60 days of the service of the writ and (2) to make an initial return to the writ demonstrating compliance with this first command of the writ within 75 days of service of the writ.

Also on September 26, 2022, the Alameda County Superior Court entered an amended order and judgment as to the need to analyze potential preservation of the Project site as open space in the revised EIR’s no project alternative analysis before considering whether to reapprove the Garaventa Hills Project.

On November 28, 2022, the City Council of the City of Livermore, California, adopted Resolution No.2022-193 rescinding the Vesting Tentative Tract Map, Site Plan Design Review, Re-Issued Final Environmental Impact Report, Facts in Support of Findings Regarding the Final Environmental Impact Report, and Mitigation Monitoring Program for the Garaventa Hills Project.

On March 13, 2023, the City Council adopted the 2023 to 2031 Livermore Housing Element, providing adequate sites to support CA’s Regional Housing Needs Allocation (RHNA) requirements.

On April 10, 2023, the applicant exercised their right to bring the Garaventa Hills project back for review by the City. The proposed project is the same project reviewed and approved by the Planning Commission on December 4, 2018, and approved by the City Council on April 22, 2019.

On July 30, 2024, the City issued a Notice of Availability of a Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) and Notice of a Public Hearing inviting public comment on the RP Draft EIR for a 45-day period extending from July 30, 2024, to September 13, 2024.

On August 20, 2024, the Planning Commission held a duly noticed public hearing at which time oral and written comments were presented to the Planning Commission. Members of the public and other interested parties were invited by formal public notice to testify at the public hearing.

On September 13, 2024, at 5:00 p.m. the public comment period on the Recirculated Partial Final Environmental Impact Report (RP Final EIR) was closed. The City received 12 written comment letters from various agencies, organizations, and members of the public, and four verbal comments from members of the public.

On November 8, 2024, the RP Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, and all responses to oral and written comments, and minor corrections and a minor modification to Mitigation Measure Bio-9 to the Draft EIR.

On November 12, 2024, the Planning Commission held a duly noticed public meeting to consider the Project and staff recommendations, all public comments and testimony, and findings. The Planning Commission voted unanimously to recommend the City Council certify the Project's EIR and approve the Project.

The Recirculated Partial Final Environmental Impact Report, together with the Recirculated Partial Draft Environmental Impact Report published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project") in Livermore, California.

On November 25, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

Together with this resolution, the City Council considered a resolution Certifying the Environmental Impact Report for the Garaventa Hills Project.

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the Record Evidence and adopted a resolution certifying an Environmental Impact Report (SCH No. 2011112045) consistent with the requirements of the California Environmental Quality Act ("CEQA").

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the findings made in Planning Commission Resolution No. 37-24 attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution, and as described below:

<u>Vesting Tentative Tract Map 8094 – Subdivision 13-001</u>:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's

Design Standards and Guidelines), or other applicable provisions of this Development Code;

Findings: The proposed subdivision is consistent with the General Plan land use designation of Urban Low Residential (UL-1) and density (1 to 1.5 units per acre) for the subject site. The Project consists of 44 single family residential lots at a proposed density of 1.38 units per acre. The proposed subdivision is also consistent with all applicable General Plan policies as described in the Planning Commission staff report dated December 4, 2018. The proposed subdivision is consistent with applicable provisions of the City of Livermore Development Code and Design Standards and Guidelines, as described in the Planning Commission staff report dated December 4, 2018.

2. The site is physically suitable for the proposed type of development;

3. The site is physically suitable for the proposed density of development;

Findings for 2 and 3: Findings: The site is physically suitable for the proposed development. The site is within the North Livermore Urban Growth Boundary and consists of undeveloped land with suburban development and roadways adjacent to the east. Clustering the homes along the roadway and lower lying portions of the site and constructing the roadway along the topographic contours enables the provision of greater open space. The proposed development conforms to the applicable provisions of the Livermore Development Code, including the Subdivision Ordinance. An Environmental Impact Report concludes the Project will not have significant environmental impacts, subject to implementing the Mitigation Monitoring Program.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the Project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR;

Findings: An Environmental Impact Report was prepared for the project. All potential project impacts were found to be less than significant or less than significant with mitigation measures incorporated. The subdivision involves the development of residential units, roads, public utilities, trails through open space, and an emergency vehicle access/pedestrian/bicycle bridge. The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) in the EIR, ensuring all environmental impacts remain less than significant.

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

Findings: The Project will not be detrimental to the public health, safety, or general welfare, and will not cause serious health problems. The Project provides adequate emergency vehicle access throughout the site. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit's garage for all waste streams.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.); and

   Findings: The proposed subdivision does not conflict with any existing easements through the property. The subdivision will provide public access to the on-site knolls, trails, and a rock outcrop in the northwest corner of the property.

7. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Findings: The Vesting Tentative Tract Map does not include phasing.

Site Plan Design Review 13-005:

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

   Findings: The subject site is zoned Planned Development (PUD 115), which permits the proposed single family residential use.

2. The proposed development will be designed such that:

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

Findings: The design of the project, including the site plan and lot layout, architecture, and landscaping are of reasonable aesthetic quality, compatible with adjacent developments, and consistent with the City's Design Standards and Guidelines and the Livermore Development Code, as described in the Planning Commission staff report dated December 4, 2018. Staff analysis of the project did not identify any aspects of the project that will be detrimental to public safety, engineering and transportation standards.

3. The proposed development is designed to include the following criteria, as applicable:

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

   Findings: The Planning Commission staff report for the project, dated December 4, 2018, includes review of the project in compliance with Chapter 9.07 of the Development Code. The project is designed to comply with all applicable Building and Fire codes. The site design and landscaping are consistent with the City of Livermore's Design Standards and Guidelines, the Livermore Development Code, and public safety, engineering and transportation standards. The architecture is consistent with the City of Livermore's Design Standards and Guidelines that include the following design components: Massing and Scale, Views, Architectural Style, Façade, Windows and Doors, Porches and Balconies, Materials, Colors, and Roof Designs. The project will comply with the Water Efficient Landscape Ordinance. The project is consistent

with the General Plan.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that based upon the City Council's own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby approves Tentative Tract Map (VTTM) 8094 – Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005 as shown in the Development Plans (Exhibit B) and subject to the Conditions of Approval (Exhibit C).

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the Applicant to provide six affordable duet units as proposed and to make a cash payment equivalent to 3.15 affordable units to satisfy the affordable housing requirement, subject to City Council approval of a Housing Agreement before adoption of the final map.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Determination with the Alameda County Clerk for Vesting Tentative Tract Map (VTTM) 8094 – Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005 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 motion of Council Member _____, seconded by Council Member __ _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Planning Commission Resolution No. 37-24
Exhibit B – Development Plans
Exhibit C – Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE VESTING TENTATIVE TRACT MAP (VTTM) 8094 (SUBDIVISION 13-001) AND SITE PLAN DESIGN REVIEW 13-005 AND RECOMMENDING AUTHORIZATION FOR THE APPLICANT TO PROVIDE SIX AFFORDABLE DUET UNITS AS PROPOSED AND TO MAKE A CASH PAYMENT EQUVALENT TO 3.15 AFFORDABLE UNITS TO SATISFY THE AFFORDABLE HOUSING OBLIGATION FOR THE GARAVENTA HILLS PROJECT

On July 27, 2011, the City received an application to develop a single-family residential subdivision on the site located east of North Vasco Road, North of Garaventa Ranch Road/Altamont Creek Drive, and West of Laughlin Road. The application included a General Plan Amendment to change the designation to Urban Low Medium Residential (2-3 dwelling units per acre) in order to enable the continued density transfer envisioned under the Maralisa development, a Vesting Tentative Tract Map to subdivide the site, and Site Plan Design Review for the landscaping, architecture, and improvements.

The City determined that an Environmental Impact Report (EIR) would be prepared for the aforementioned applications for the Garaventa Hills project in accordance with the California Environmental Quality Act (CEQA).

On November 18, 2011, the City issued a Notice of Preparation (NOP) pursuant to CEQA to obtain comments on the proposed scope of the EIR for the Garaventa Hills project.

On December 7, 2011, the City held a public scoping meeting for public agencies, organizations, and members of the public to review the proposed project and provide comments on the scope of the environmental review process.

On November 8, 2012, a Notice of Availability of the Draft Environmental Impact Report (Draft EIR) was issued, including notices to interested groups and individuals for a 45-day public comment period. A Notice of Completion of the Draft EIR, public comment period, and hearing date was published in a newspaper of general circulation pursuant to CEQA.

On December 4, 2012, the Planning Commission held a public hearing to receive comments on the Draft EIR for the initial proposal. The initial proposal was for 76 homes with a second access via an extension of Hawk Street and new bridge across Altamont Creek. The proposal included a General Plan Amendment to change the land use designation from Urban Low Residential, at 1-1.5 dwelling units per acre, to Urban Low Medium Residential, at 2-3 dwelling units per acre.

On December 26, 2012, the public comment period on the Draft EIR was closed. The applicant made the changes listed below to the Garaventa Hills project before review and consideration by the Planning Commission:

- Reduction in the number of units from 76 to 47;
- Elimination of the Hawk Street connection and bridge over Altamont Creek;

- Preservation of the rock outcrop in the northwest corner of the site; and
- Provision of an additional 1-story floor plan and a 1½-story floor plan.

The Draft EIR includes two alternatives to the original proposal: Alternative A: No Project, No Development Alternative; and Alternative B: Reduced Density, Current General Plan Allowance Alternative. Alternative A assumes no development of the site. Alternative B assumes development of the site consistent with the current General Plan designation of Urban Low Density (UL-1) at 1-1.5 dwelling units per acre. After considering public comments on the Draft EIR and the statements given by neighboring homeowners during the Citizens Forums at a number of Planning Commission and City Council meetings, the applicant chose to proceed with developing the site generally consistent with the Alternative B.

On June 11, 2014, a Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, all responses to oral and written comments, and an appendix containing minor corrections of the Draft EIR. A notice of the Final EIR availability and certification recommendation hearing date was published in a newspaper of general circulation.

On July 1, 2014, the Planning Commission recommended the City Council deny the proposed project. Generally, the Commission's recommendation was due to the project's extensive grading, unknown aesthetic context, and concern from the Livermore Area Recreation and Park District regarding compatibility with the adjacent Garaventa Preserve.

On June 3, 2015, the City received revised plans for the Garaventa Hills Project.

- Replacing a portion of roadway with an Emergency Vehicle Access in order to reduce grading;
- Eliminating new landscaping between the Project site and the Garaventa Wetlands Preserve to preserve the natural grassland condition;
- Providing a drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve;
- Constructing a pedestrian/bicycle path that connects to the existing trail south of Bear Creek Drive to link the Project to Altamont Creek Park; and
- Providing visual simulations of the Project in context with the surrounding developed and natural environments.

On August 18, 2015, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Final EIR. The Livermore Planning Commission found that the Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended certification of the Garaventa Hills Final EIR, subject to final review and consideration to the City Council for approval.

On September 14, 2015, the City Council directed the project be returned to the Planning Commission and staff with direction for the project to be more subordinate to the natural landforms and provide alternatives for emergency vehicle and pedestrian circulation. The City Council took no action concerning the Final EIR.

On August 25, 2018, a Re-Issued Final Environmental Impact Report was made available for public review at City Hall and on the City's website, along with the Final EIR and Draft EIR. Two (2) public notices concerning the documents' availability were provided via mail for properties located within 1,320 feet of the project site, and published in a local distribution newspaper, on August 25, 2018, and on November 24, 2018. The 2018 Re-Issued Final EIR contains an assessment of the 2018 Revised Project, which proposed 44 residential units and a pedestrian bridge connection to Hawk Street. The responses to comments were reassessed in light of the 2018 Revised Project and revisions to the responses are provided as appropriate. None of the revisions or other information contained in the Re-Issued Final EIR were "significant new information" under section 15088.5 of the CEQA Guidelines and therefore no recirculation of the Draft EIR was required.

On December 4, 2018, the Planning Commission conducted a public hearing to consider a recommendation to the City Council to certify the Re-Issued Final EIR and approve the 2018 Revised Project. The Livermore Planning Commission found that the Re-Issued Final EIR had been completed in compliance with the intent and requirements of the CEQA statute, CEQA Guidelines, and the City's local CEQA requirements and that the Final EIR reflected the independent judgment and analysis of the Planning Commission of the City of Livermore. Based on the above findings, the Planning Commission recommended approval of the 2018 Revised Project and certification of the Garaventa Hills Re-Issued Final EIR, subject to final review and consideration to the City Council for approval.

On April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-050, certifying the Re-Issued Final Environmental Impact Report (RFEIR) and adopting Findings and Facts in Support of Findings Regarding the Final Environmental Impact Report and a Mitigation Monitoring and Reporting Program for the Garaventa Hills Project.

Also on April 22, 2019, the City Council of the City of Livermore, California, adopted Resolution No. 2019-051, approving a Vesting Tentative Tract Map (8094) and Site Plan Design Review (13-005) for the Garaventa Hills 2018 Revised Project.

On May 23, 2019, an unincorporated association called Save The Hill Group filed a petition for writ of mandate pursuant to the California Environmental Quality Act (CEQA) in Alameda County Superior Court.

On September 23, 2020, the Alameda County Superior Court entered a judgment denying Save The Hill Group's petition.

On November 23, 2020, Save the Hill Group appealed the superior court's judgment to the Court of Appeal for the First Appellate District.

On March 30, 2022, the First Appellate District Court of Appeal issued a decision reversing the superior court's judgment in part, finding Save the Hill Group adequately exhausted its claims regarding the inadequacy of the "no project" alternative analyzed in the RFEIR and that the City violated CEQA by failing to sufficiently consider and analyze in the no project alternative the feasibility of permanently preserving the Garaventa Hills Project site as open space using funds from either the Altamont Landfill Settlement Agreement or the Dougherty Valley Settlement Agreement. The Court of Appeal otherwise affirmed the RFEIR's compliance with CEQA in all other respects.

On September 26, 2022, the Alameda County Superior Court issued a writ of mandate ordering the City to (1) vacate and set aside its certification of the RFEIR and approval of the project within 60 days of the service of the writ and (2) to make an initial return to the writ demonstrating compliance with this first command of the writ within 75 days of service of the writ.

Also on September 26, 2022, the Alameda County Superior Court entered an amended order and judgment as to the need to analyze potential preservation of the Project site as open space in the revised EIR's no project alternative analysis before considering whether to reapprove the Garaventa Hills Project.

On November 28, 2022, the City Council of the City of Livermore, California, adopted Resolution No.2022-193 rescinding the Vesting Tentative Tract Map, Site Plan Design Review, Re-Issued Final Environmental Impact Report, Facts in Support of Findings Regarding the Final Environmental Impact Report, and Mitigation Monitoring Program for the Garaventa Hills Project.

On March 13, 2023, the City Council adopted the 2023 to 2031 Livermore Housing Element, providing adequate sites to support CA's Regional Housing Needs Allocation (RHNA) requirements.

On April 10, 2023, the applicant exercised their right to bring the Garaventa Hills project back for review by the City. The proposed project is the same project reviewed and approved by the Planning Commission on December 4, 2018, and approved by the City Council on April 22, 2019.

On July 30, 2024, the City issued a Notice of Availability of a Recirculated Partial Draft Environmental Impact Report (RP Draft EIR) and Notice of a Public Hearing inviting public comment on the RP Draft EIR for a 45-day period extending from July 30, 2024, to September 13, 2024.

On August 20, 2024, the Planning Commission held a duly noticed public hearing at which time oral and written comments were presented to the Planning Commission. Members of the public and other interested parties were invited by formal public notice to testify at the public hearing.

On September 13, 2024, at 5:00 p.m. the public comment period on the Recirculated Partial Final Environmental Impact Report (RP Final EIR) was closed. The City received 12

written comment letters from various agencies, organizations, and members of the public, and four verbal comments from members of the public.

On November 8, 2024, the RP Final EIR was distributed consisting of copies of all written and oral comments, a list of commenters, and all responses to oral and written comments, and minor corrections and a minor modification to Mitigation Measure Bio-9 to the Draft EIR.

On November 12, 2024, the Planning Commission held a duly noticed public meeting to consider the Project and staff recommendations, all public comments and testimony, and findings.

The Recirculated Partial Final Environmental Impact Report, together with the Recirculated Partial Draft Environmental Impact Report published in August 2024, as well as the prior EIR documents that include the original Draft EIR (November 2012, SCH#2011112045), Final EIR (June 2014), and Re-Issued Final EIR (August 2018) shall constitute the EIR for the proposed Garaventa Hills Project ("Project") in Livermore, California.

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 finds that the EIR substantially lessens or eliminates all significant impacts.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore recommends the City Council adopt a resolution certifying the EIR (SCH No. 2011112045) consistent with the requirements of the California Environmental Quality Act ("CEQA")

BE IT FURTHER RESOLVED, with respect to Vesting Tentative Tract Map 8094 – Subdivision 13-001, the Planning Commission finds based upon the information presented that:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's Design Standards and Guidelines), or other applicable provisions of this Development Code;

   Findings: The proposed subdivision is consistent with the General Plan land use designation of Urban Low Residential (UL-1) and density (1 to 1.5 units per acre) for the subject site. The Project consists of 44 single family residential lots at a proposed density of 1.38 units per acre. The proposed subdivision is also consistent with all

applicable General Plan policies as described in the Planning Commission staff report dated December 4, 2018. The proposed subdivision is consistent with applicable provisions of the City of Livermore Development Code and Design Standards and Guidelines, as described in the Planning Commission staff report dated December 4, 2018.

2. The site is physically suitable for the proposed type of development;

3. The site is physically suitable for the proposed density of development;

   Findings for 2 and 3: Findings: The site is physically suitable for the proposed development. The site is within the North Livermore Urban Growth Boundary and consists of undeveloped land with suburban development and roadways adjacent to the east. Clustering the homes along the roadway and lower lying portions of the site and constructing the roadway along the topographic contours enables the provision of greater open space. The proposed development conforms to the applicable provisions of the Livermore Development Code, including the Subdivision Ordinance. An Environmental Impact Report concludes the Project will not have significant environmental impacts, subject to implementing the Mitigation Monitoring Program.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the Project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR;

   Findings: An Environmental Impact Report was prepared for the project. All potential project impacts were found to be less than significant or less than significant with mitigation measures incorporated. The subdivision involves the development of residential units, roads, public utilities, trails through open space, and an emergency vehicle access/pedestrian/bicycle bridge. The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) in the EIR, ensuring all environmental impacts remain less than significant.

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

   Findings: The Project will not be detrimental to the public health, safety, or general welfare, and will not cause serious health problems. The Project provides adequate emergency vehicle access throughout the site. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit's garage for all waste streams.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.); and

   Findings: The proposed subdivision does not conflict with any existing easements through the property. The subdivision will provide public access to the on-site knolls, trails, and a rock outcrop in the northwest corner of the property.

7. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Findings: The Vesting Tentative Tract Map does not include phasing.

BE IT FURTHER RESOLVED, with respect to Site Plan Design Review 13-005, the Planning Commission finds based upon the information presented that:

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

   Findings: The subject site is zoned Planned Development (PUD 115), which permits the proposed single family residential use.

2. The proposed development will be designed such that:

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

   Findings: The design of the project, including the site plan and lot layout, architecture, and landscaping are of reasonable aesthetic quality, compatible with adjacent developments, and consistent with the City's Design Standards and Guidelines and the Livermore Development Code, as described in the Planning Commission staff report dated December 4, 2018. Staff analysis of the project did not identify any

aspects of the project that will be detrimental to public safety, engineering and transportation standards.

3. The proposed development is designed to include the following criteria, as applicable:

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

   Findings: The Planning Commission staff report for the project, dated December 4, 2018, includes review of the project in compliance with Chapter 9.07 of the Development Code. The project is designed to comply with all applicable Building and Fire codes. The site design and landscaping are consistent with the City of Livermore's Design Standards and Guidelines, the Livermore Development Code, and public safety, engineering and transportation standards. The architecture is consistent with the City of Livermore's Design Standards and Guidelines that include the following design components: Massing and Scale, Views, Architectural Style, Façade, Windows and Doors, Porches and Balconies, Materials, Colors, and Roof Designs. The project will comply with the Water Efficient Landscape Ordinance. The project is consistent with the General Plan.

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 Tentative Tract Map (VTTM) 8094 – Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005.

BE IT FURTHER RESOLVED by the Livermore Planning Commission that authorization for the Applicant to provide six affordable duet units as proposed and to make a cash payment equivalent to 3.15 affordable units to satisfy the affordable housing requirement, subject to City Council approval of a Housing Agreement before adoption of the final map, is recommended to the City Council.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Determination for Vesting Tentative Tract Map (VTTM) 8094 – Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13-005 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 Kronzak, seconded by Commissioner Fintschenko, the foregoing Resolution was passed and adopted at the Planning Commission meeting of November 12, 2024, by the following vote:

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

Jacob Anderson, Chairperson

Stephen Riley

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

DEVELOPMENT PLANS AND VESTING TENTATIVE MAP
GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

PROJECT TEAM LIST:

1. **DEVELOPER**
   LAFFERTY COMMUNITIES
   5000 EXECUTIVE PARKWAY, SUITE 350
   SAN RAMON, CA 94583
   (925) 355-1305
   MR. PAT TOOHEY

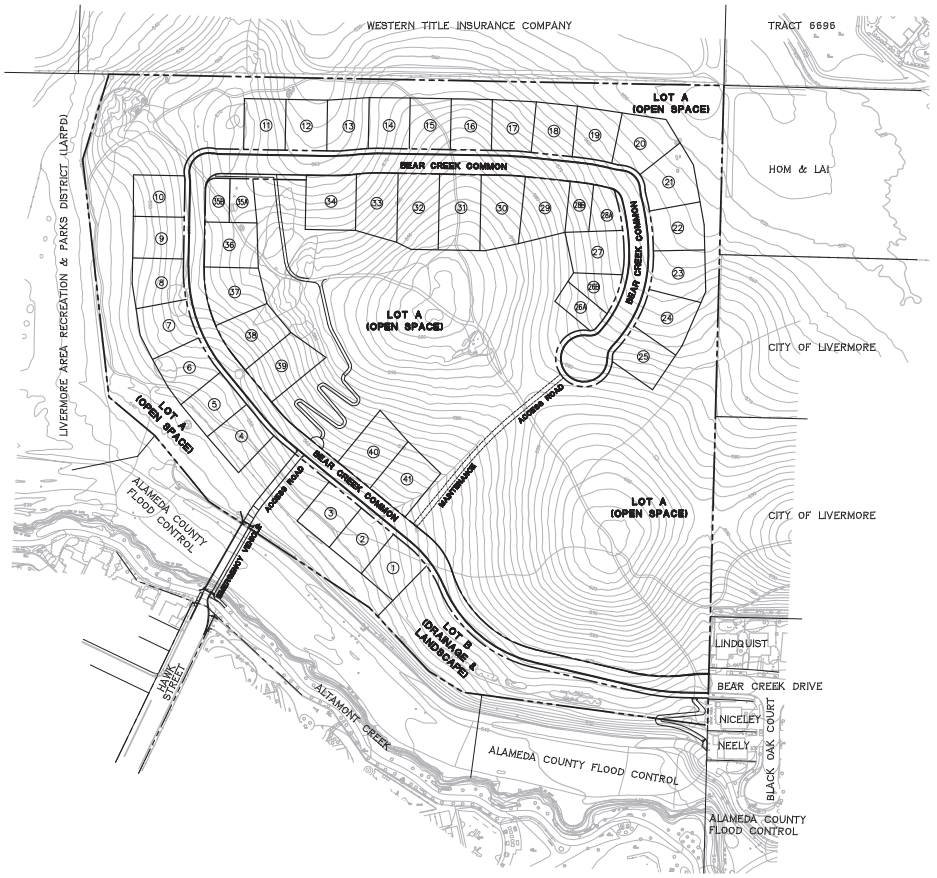
2. **CIVIL ENGINEER**
   RUGGERI-JENSEN-AZAR
   4690 CAHBOT DRIVE, SUITE 200
   PLEASANTON, CA 94588
   (925) 227-9100
   MR. STEVE LICHLITER

3. **ARCHITECT**
   WILLIAM HEZMALHALCH ARCHITECTS, INC.
   6111 BOLLINGER CANYON ROAD, SUITE 495
   SAN RAMON, CA 94583
   (925) 627-1171
   MR. MARK RETHERFORD

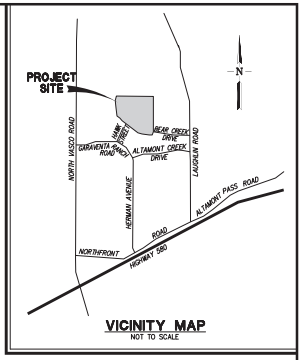
4. **LANDSCAPE ARCHITECT**
   GATES & ASSOCIATES
   2671 CROW CANYON ROAD
   SAN RAMON, CA 94583
   (925) 736-8176
   MR. DAVID GATES

5. **ENVIRONMENTAL CONSULTANT**
   OLBERDING ENVIRONMENTAL
   3170 CROW CANYON PLACE, SUITE 260
   SAN RAMON, CA 94583
   (925) 866-2111
   MR. JEFF OLBERDING

6. **SOILS ENGINEER**
   ENGEO, INC
   2010 CROW CANYON PLACE, SUITE 250
   SAN RAMON, CA 94583
   (925) 866-9000
   MR. BOB BOECHE



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

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C-3	PROPOSED LOTTING AND EASEMENT PLAN
C-4	PRELIMINARY GRADING PLAN
C-5	PRELIMINARY UTILITY PLAN
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RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 **P-0**

G:\JOBS\141093\CAD FILES\02-PLANNING\EXHIT-MAP\1 TITLE SHEET.DWG 11/27/2018 10:31:08 AM PAUL KNOBEL

EXHIBIT B

SITE SUMMARY

A. GROSS SITE AREA: 31.7± ACRES
B. PROPOSED # LOTS: 44
C. GROSS DENSITY: 1.39 UNITS/AC
D. SITE COVERAGE

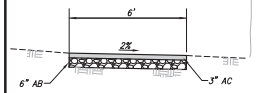
	ACRES	%
LOTS (SINGLE FAMILY HOMES) (LOTS 1–41)	9.4	29.5
LOT A (OPEN SPACE)	17.6	56
LOT B (DRAINAGE & LANDSCAPE)	1.3	4
BEAR CREEK COMMON (LOT C)	3.3	10
EVA	0.1	0.5
TOTAL	31.7	100

E. LOT (SINGLE FAMILY HOMES) AREAS:
a. MINIMUM LOT SIZE: 4,369 S.F. (ATTACHED DUETS)
MINIMUM LOT SIZE: 8,712 S.F. (STD SINGLE FAMILY)
b. AVERAGE LOT SIZE: 9,339 S.F.

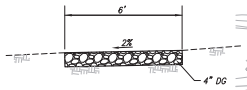
PARKING SUMMARY

GARAGE (2 MIN PER RESIDENCE)	114
DRIVEWAY (2 MIN PER RESIDENCE)	88
BEAR CREEK COMMON	50
TOTAL	252

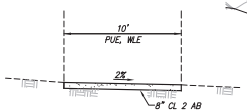
NOTES:
1. STRIPING FOR PARKING WILL NOT BE MARKED ON THE STREET. IT IS SHOWN HERE ONLY TO ESTIMATE THE NUMBER OF AVAILABLE PARKING SPOTS.
2. INSTALL NO PARKING SIGNS (R28) TO INDICATE THE LIMITS OF WHERE PARKING IS ALLOWED/PROHIBITED. INSTALL RED CURB AT ALL ROAD WIDTH TRANSITIONS AND FIRE HYDRANTS.



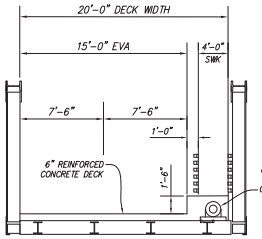
AC TRAIL SECTION A
NOT TO SCALE



DIRT TRAIL SECTION A1
NOT TO SCALE

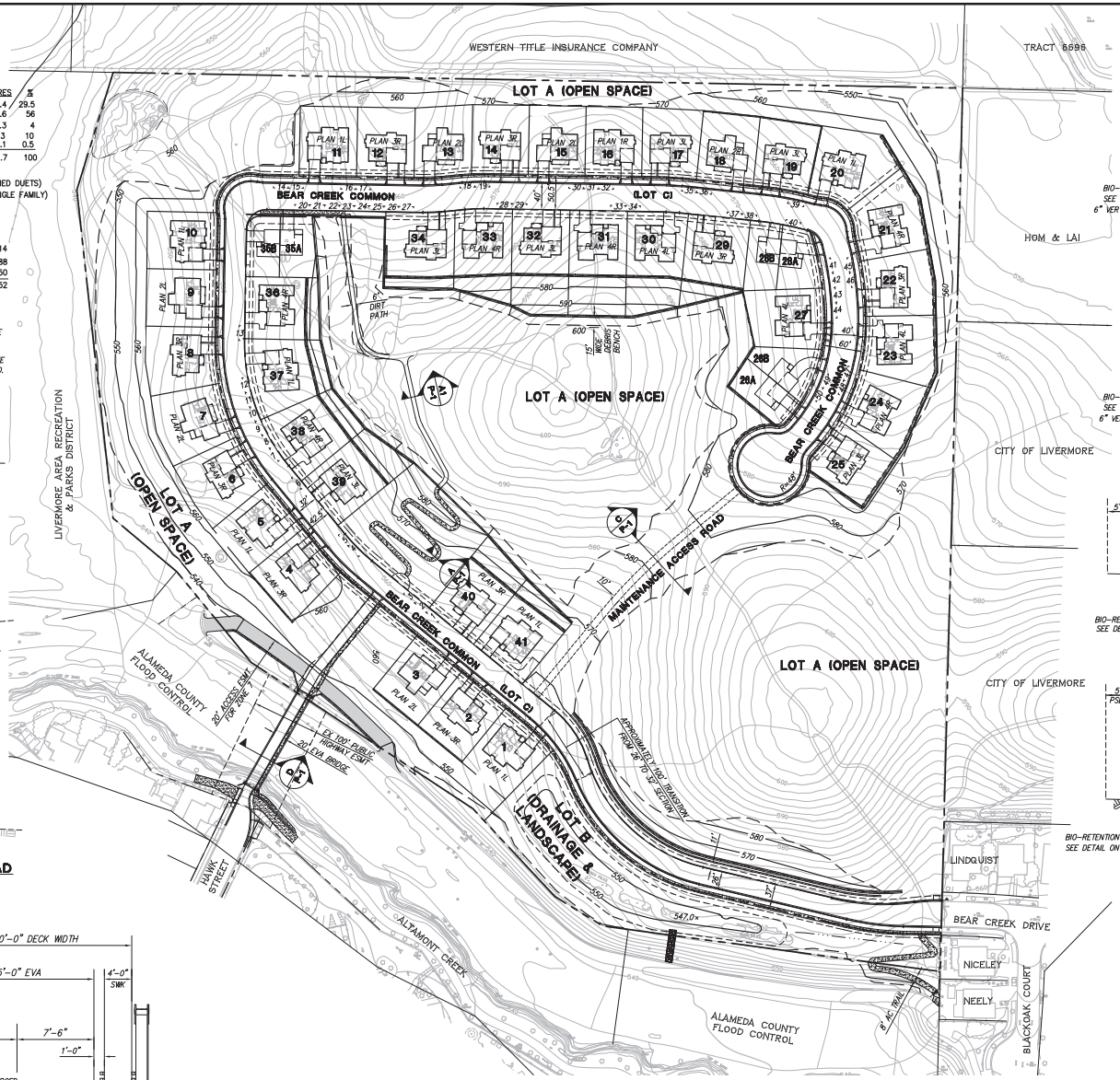


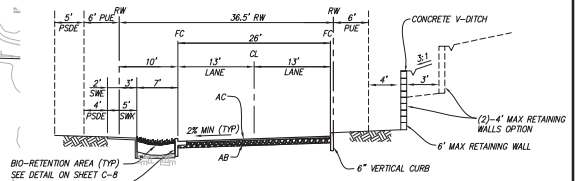
MAINTENANCE ACCESS ROAD SECTION C
NOT TO SCALE



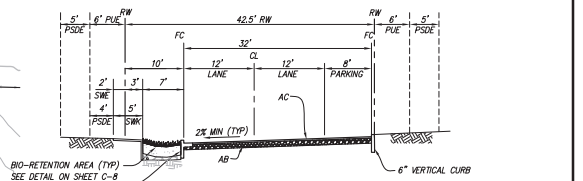
NOTE:
SEE SHEET S-1 FOR ADDITIONAL STRUCTURAL DETAILS.

EVA BRIDGE SECTION D
NOT TO SCALE

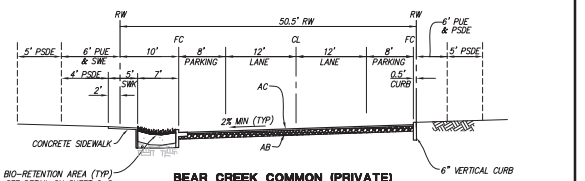




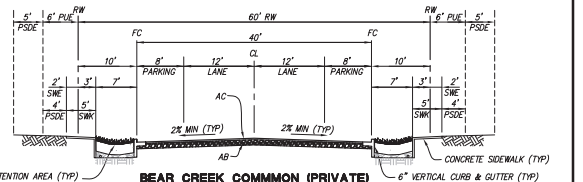
BEAR CREEK COMMON (PRIVATE)
TRACT ENTRY TO LOT 1
NOT TO SCALE



BEAR CREEK COMMON (PRIVATE)
LOT 1 TO LOT 10
NOT TO SCALE



BEAR CREEK COMMON (PRIVATE)
LOT 11 TO LOT 19
NOT TO SCALE



BEAR CREEK COMMON (PRIVATE)
LOT 20 TO LOT 25
NOT TO SCALE

PRELIMINARY SITE DEVELOPMENT PLAN

GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

N

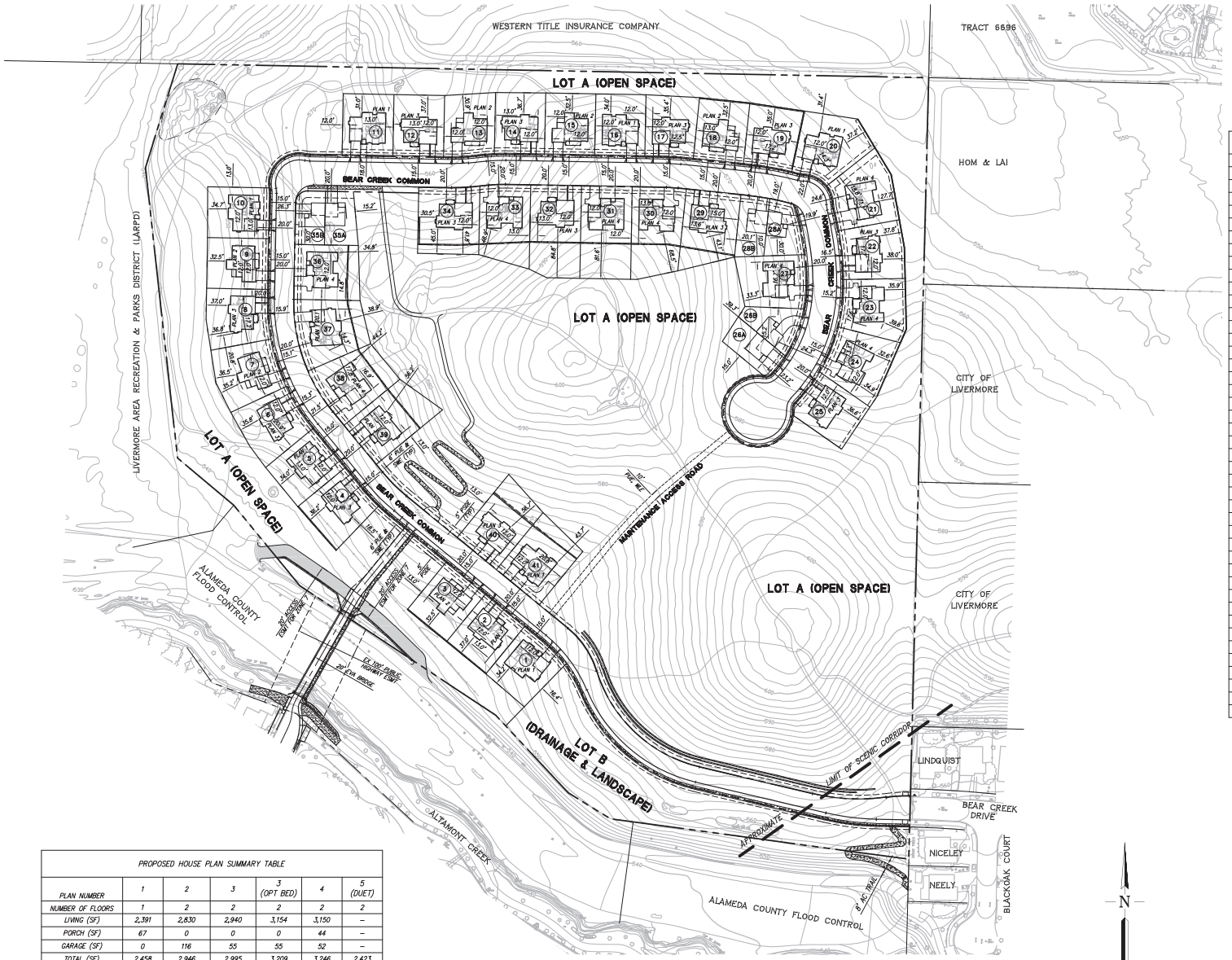
0 80 160 240
(IN FEET)
1 inch = 80 ft.

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 P-1

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EXHIBIT B



PROPOSED SETBACKS:

a. PORCH:	15' MIN.
b. LIVING AREA:	15' MIN.
c. GARAGE:	20' MIN.
d. SIDE ENTRY GARAGE:	15' MIN.
e. REAR:	25' MIN.
f. SIDE:	10' MIN. (TOTAL 24' MIN.)

NOTE: LOTS 26A, 26B, 28A, 28B, 35A, AND 35B HAVE 0' SETBACKS AT THEIR COMMON WALL LOT LINES.

LOT NO.	LOT AREA (SF)	PLAN NUMBER	PLAN ELEVATION	COLOR SCHEME NO.	PLAN AREA (SF)	FAR
1	9,351	1	C	7	2,458	26%
2	8,840	3	A	2	2,995	34%
3	8,840	2	B	4	2,946	33%
4	9,418	3	C	9	3,209	34%
5	8,840	1	A	1	2,458	28%
6	9,944	3	B	5	3,209	32%
7	10,232	2	C	7	2,946	29%
8	9,785	3	A	3	3,209	33%
9	8,840	2	C	9	2,946	33%
10	8,886	1	B	6	2,458	28%
11	8,840	1	C	8	2,458	28%
12	8,840	3	A	3	2,995	34%
13	8,918	2	B	4	2,946	33%
14	8,712	3	C	9	2,995	34%
15	8,736	2	A	2	2,946	34%
16	8,736	1	B	6	2,458	28%
17	8,806	3	A	1	2,995	34%
18	8,784	2	C	7	2,946	34%
19	9,031	3	A	3	2,995	33%
20	11,280	1	C	9	2,458	22%
21	10,901	4	A	2	3,246	30%
22	9,566	3	B	4	3,209	34%
23	10,220	4	A	1	3,246	32%
24	10,527	4	C	8	3,246	31%
25	8,971	3	B	5	2,995	33%
26A	4,955	5A	A	3	1,258	25%
26B	5,373	5B	A	3	1,165	22%
27	9,685	4	C	7	3,246	34%
28A	5,097	5A	B	6	1,165	23%
28B	4,912	5B	B	6	1,258	26%
29	11,165	3	A	3	3,209	29%
30	12,470	4	B	4	3,246	26%
31	13,159	4	C	8	3,246	25%
32	12,954	3	B	5	3,209	25%
33	10,962	4	A	1	3,246	30%
34	11,484	3	C	7	3,209	28%
35A	4,660	5A	A	2	1,258	27%
35B	4,369	5B	A	2	1,165	27%
36	9,996	4	B	4	3,246	32%
37	11,341	1	C	8	2,458	22%
38	11,083	4	A	3	3,246	29%
39	11,248	3	B	6	3,209	29%
40	11,032	3	A	1	3,209	29%
41	11,052	1	C	8	2,458	22%
					FAR AVERAGE	30.0%

NOTES:

1. LOTS WITH PLAN 5A AND 5B CALCULATE LOT COVERAGE IN PLACE OF FAR.
2. THE FAR AVERAGE DOES NOT CONSIDER LOTS 26A, 26B, 28A, 28B, 35A OR 35B.

PROPOSED HOUSE PLAN SUMMARY TABLE

PLAN NUMBER	1	2	3	3 (OPT BED)	4	5 (DUET)
NUMBER OF FLOORS	1	2	2	2	2	2
LIVING (SF)	2,391	2,830	2,940	3,154	3,150	–
PORCH (SF)	67	0	0	0	44	–
GARAGE (SF)	0	116	55	55	52	–
TOTAL (SF)	2,458	2,946	2,995	3,209	3,246	2,423
NUMBER OF UNITS	8	6	6	9	9	3

NOTES:

1. ALL SQ FT SHOWN ON THIS TABLE ARE PER ARCHITECTURAL FLOOR PLANS PREPARED BY WILLIAM HEZMALHALCH ARCHITECTS INC., DATED ON JULY 23, 2018.
2. GARAGE SQ FT ASSUMES UP TO 600 SQ FT PER UNIT TO BE REMOVED FROM THE CALCULATION, PER ZONING REQUIREMENTS.
3. PORCH SQ FT ONLY INCLUDES PORCH AREAS THAT ARE ENCLOSED BY THREE OR MORE SIDES, PER ZONING REQUIREMENTS.

HOUSE AND SETBACK PLAN

GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

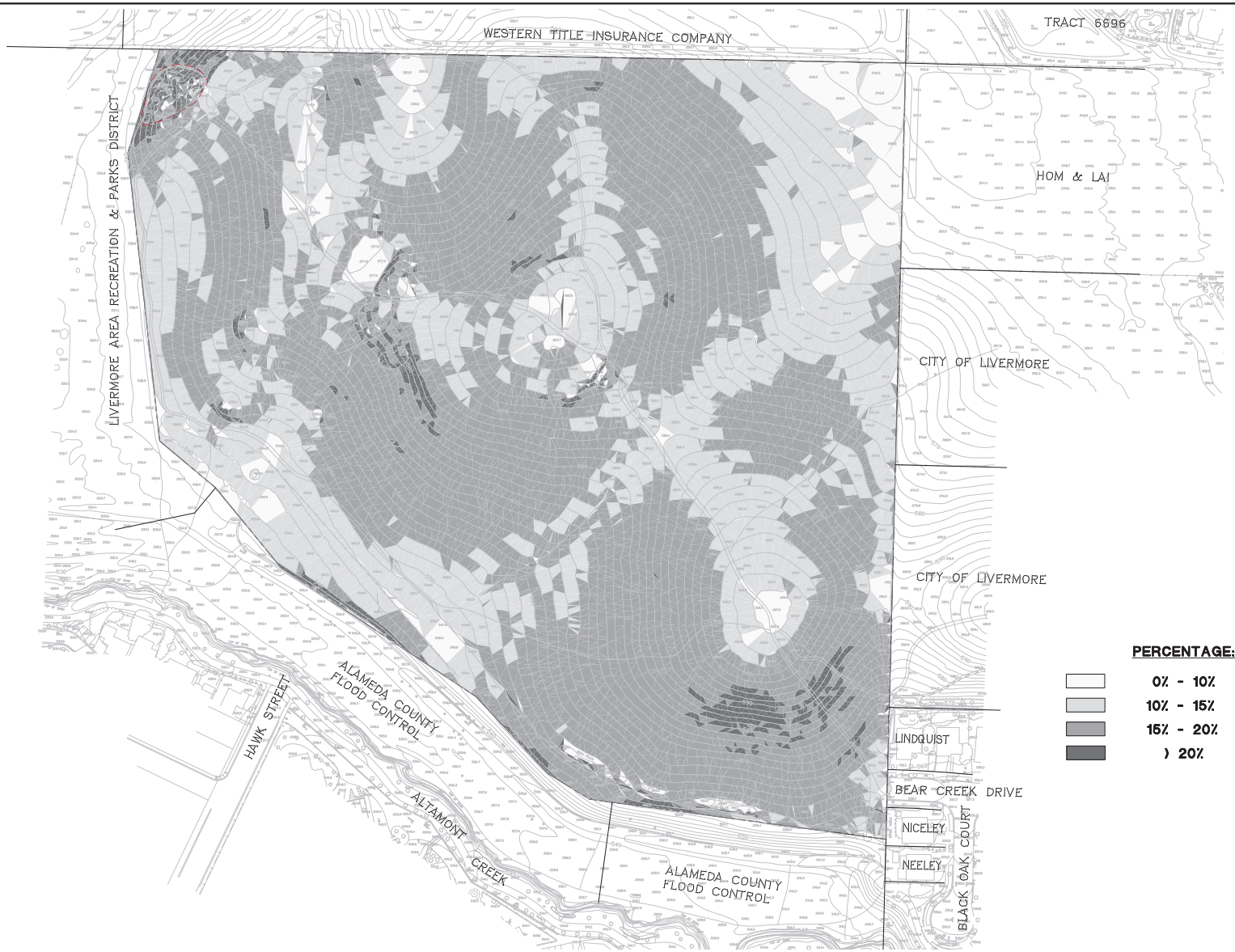
0 80 160 240
(IN FEET)
1 inch = 80 ft.

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EXHIBIT B



N

0 80 160 240

(IN FEET)
1 inch = 80 ft.

SLOPE LEGEND:

	PERCENTAGE:	ACREAGE:	DISTURBED:
	0% - 10%	3.6 AC	2.7 AC
	10% - 15%	11.2 AC	10.4 AC
	15% - 20%	16.1 AC	15.7 AC
	) 20%	0.8 AC	0.8 AC
		31.7 AC TOTAL	

SLOPE DENSITY PLAN
GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

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VESTING TENTATIVE MAP
TRACT 8094 - GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

BENCHMARK

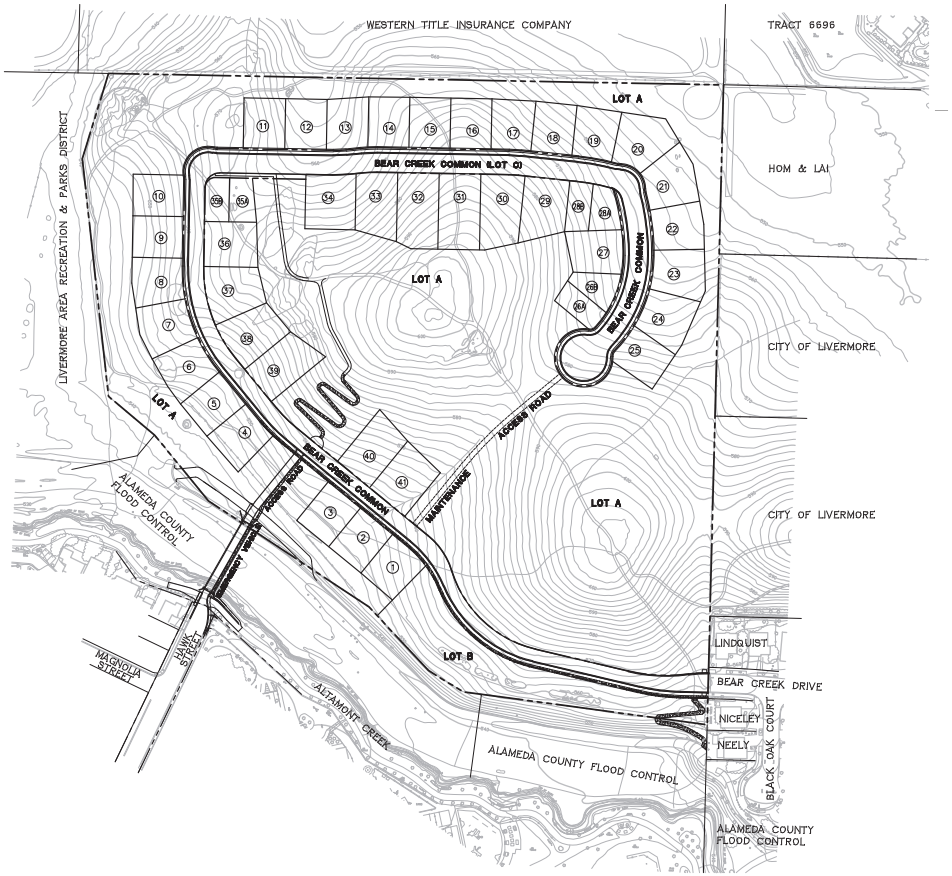
STANDARD CITY OF LIVERMORE MONUMENT DISK 2K-72B LOCATED AT LOCATED AT THE INTERSECTION OF HAWK STREET AND MAGNOLIA COMMON. ELEVATION: 535.42 FEET (CITY OF LIVERMORE DATUM)

LEGEND

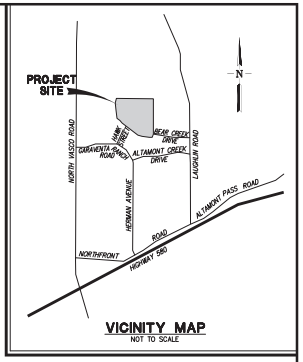
PROPOSED	DESCRIPTION	EXISTING
	BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
	CURB & GUTTER	
	SIDEWALK	
■	STORM WATER INLET	□
►	DIRECTION OF FLOW	▷
●	MANHOLE	○
	FIRE HYDRANT	
	BLOW OFF	
	WATER VALVE	
	STREET LIGHT	
	SLOPE	
HC	HANDICAP RAMP	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	+525.2
	OVERLAND DRAINAGE RELEASE	

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
BC	BEGINNING OF CURVE
BW	BOTTOM OF WALL
CL	CENTER LINE
DWY	DRIVEWAY
EC	END OF CURVE
EL	ELEVATION
EX	EXISTING
EVA	EMERGENCY VEHICLE ACCESS
FC	FACE OF CURB
FG	FINISHED GRADE
FI	FIELD INLET
FL	FLOW LINE
GB	GRADE BREAK
HP	HIGH POINT
INV	INVERT ELEVATION
LP	LOW POINT
MH	MANHOLE
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
RW	RIGHT OF WAY
SD	STORM DRAIN
SS	SANITARY SEWER
STD	STANDARD
SWE	SIDEWALK EASEMENT
SWI	STORM WATER INLET
SWK	SIDEWALK
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL
W	WATER



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
C-1	TITLE SHEET
C-2	EXISTING CONDITION PLAN
C-3	PROPOSED LOTTING AND EASEMENT PLAN
C-4	PRELIMINARY GRADING AND DRAINAGE PLAN
C-5	PRELIMINARY UTILITY PLAN
C-6	PRELIMINARY EROSION CONTROL PLAN
C-7	PRELIMINARY STORMWATER TREATMENT PLAN
C-8	PRELIMINARY STORMWATER TREATMENT DETAILS
C-9	PRELIMINARY EVA BRIDGE PLAN
C-10	PRELIMINARY GRADING PLAN SOUTH ABUTMENT OF EVA BRIDGE
S-1	PRELIMINARY EVA BRIDGE GENERAL PLAN

GENERAL NOTES:

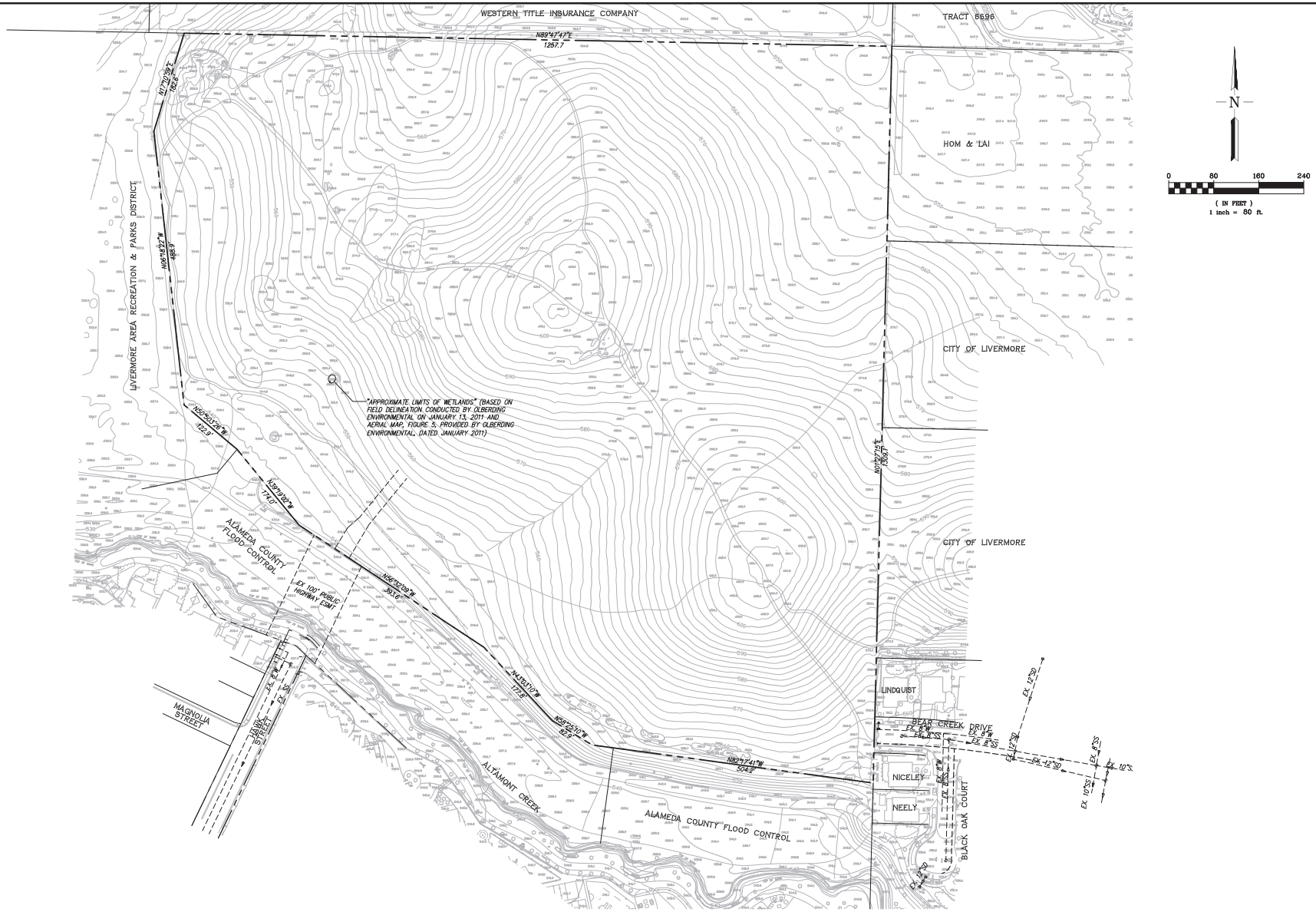
1. OWNER: GARAVENTA TRUST. C/O LAFFERTY COMMUNITIES 5000 EXECUTIVE PARKWAY, SUITE 530 SAN RAMON, CA 94583 (925) 830-2603
2. DEVELOPER: LAFFERTY COMMUNITIES 5000 EXECUTIVE PARKWAY, SUITE 530 SAN RAMON, CA 94583 (925) 830-2603 CONTACT: PAT TOOHEY
3. CIVIL ENGINEER: RUGGERI-JENSEN-AZAR 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588 (925) 227-9100 CONTACT: STEVE LICHLITER, R.C.E. 41637
4. SOILS ENGINEER: ENGEO, INC. 2010 CROW CANYON PLACE, SUITE 250 SAN RAMON, CA 94583 (925) 866-9000 CONTACT: BOB BOECHE
5. CURRENT GENERAL PLAN DESIGNATION: UL-1 – URBAN LOW RESIDENTIAL
6. CURRENT ZONING: PD – PLANNED DEVELOPMENT
7. PROPOSED ZONING: PD – PLANNED DEVELOPMENT
8. APN: 099-0024-001-25 AND 099B-5300-010
9. GROSS SITE AREA: 31.7± ACRES
10. TOTAL NO. OF PROPOSED UNITS: 44 SINGLE FAMILY HOMES
11. MINIMUM LOT SIZE: 4,369 SQ. FT. (LOT 35B) ATTACHED DUETS
    MINIMUM LOT SIZE: 8,712 SQ. FT. (LOT 14) STD SINGLE FAMILY
12. MAXIMUM LOT SIZE: 13,159 SQ. FT. (LOT 31)
13. CURRENT USE: VACANT
14. UTILITIES:
    WATER: CITY OF LIVERMORE
    SANITARY SEWER: CITY OF LIVERMORE
    STORM DRAIN: CITY OF LIVERMORE
    FIRE: LIVERMORE-PLEASANTON FIRE DEPARTMENT
    GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
    TELEPHONE: AT&T
    CABLE TV: COMCAST
15. BOUNDARY AS SHOWN IS COMPILED FROM RECORD INFORMATION.
16. ALL EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE CRITERIA AND STANDARDS OF THE CITY OF LIVERMORE.
17. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP PREPARED BY AERO-GEODETIC CORPORATION IN JANUARY 2011.
18. ALL ON-SITE STREETS AND LOTS A AND B ARE PROPOSED TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
19. LEGAL DESCRIPTION:
    PARCEL ONE: THAT CERTAIN LAND CONVEYED TO FIRST SAVINGS AND LOAN ASSOCIATION, BY DEED RECORDED OCTOBER 29, 1964 IN REEL 1351, IMAGE 901, OFFICIAL RECORDS, DESCRIBED AS REAL PROPERTY IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEGING THE SOUTHERN 476.710 FEET OF THE NORTHEASTERN 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.
    PARCEL TWO: ALL THAT PORTION SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP 6972, FILED ON JUNE 11, 1996, IN MAP BOOK 223, AT PAGES 65 AND 66, ALAMEDA COUNTY RECORDS.

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 C-1

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EXHIBIT B



VESTING TENTATIVE MAP
EXISTING CONDITION PLAN
GARAVENTA HILLS

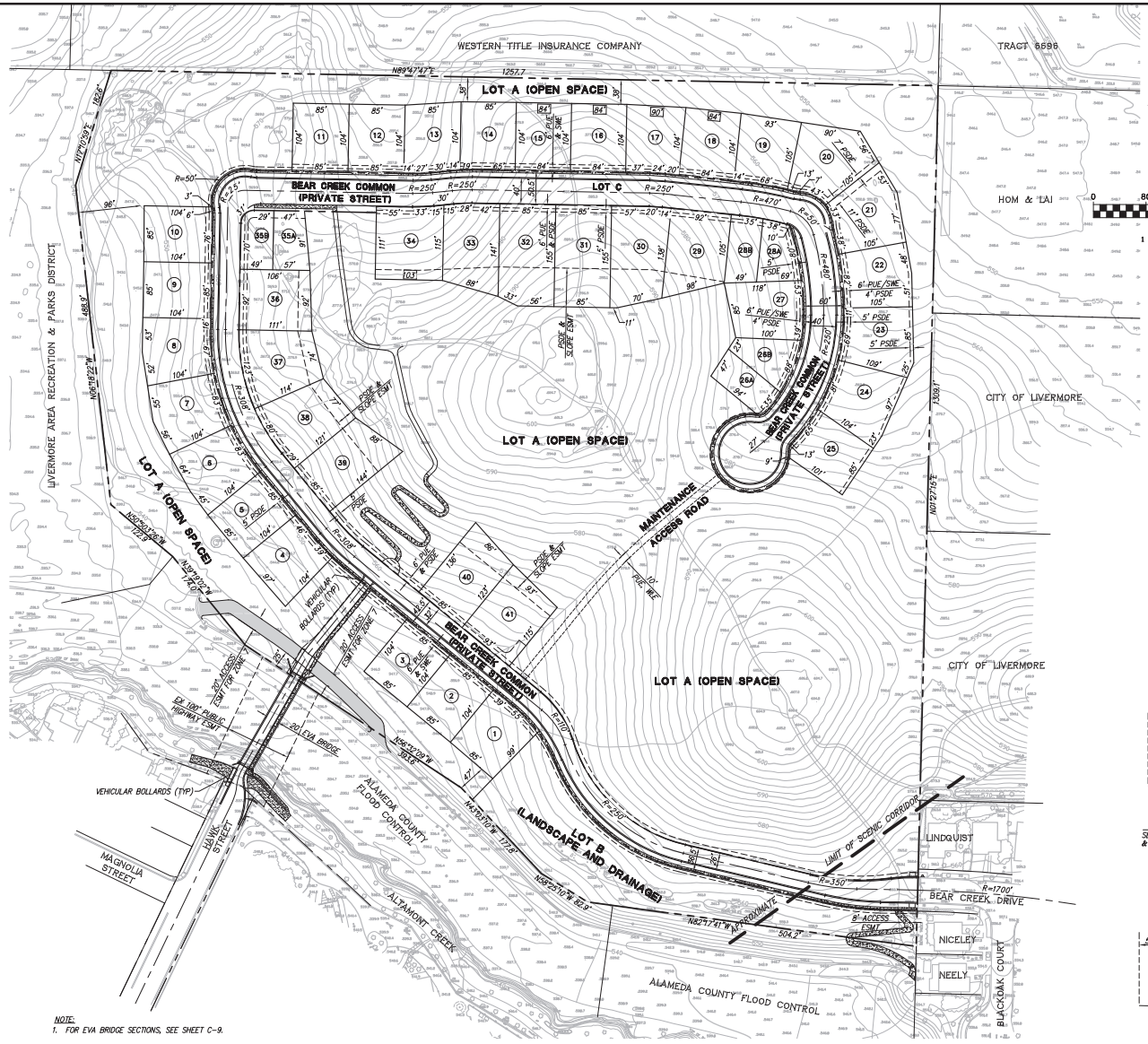
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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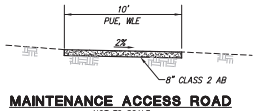
REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 C-2

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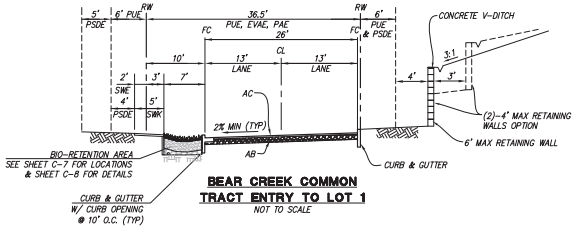
EXHIBIT B



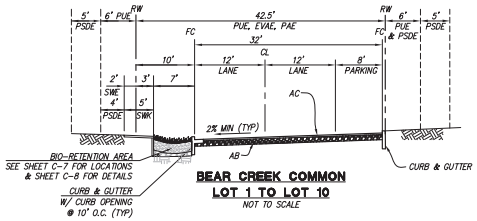
NOTE:
1. FOR EVA BRIDGE SECTIONS, SEE SHEET C-9.



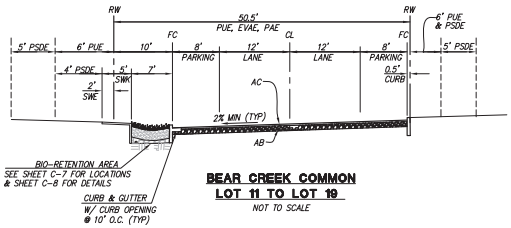
MAINTENANCE ACCESS ROAD
NOT TO SCALE



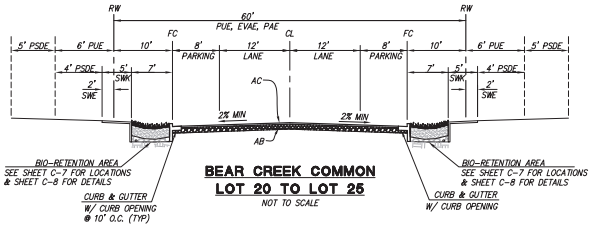
BEAR CREEK COMMON
TRACT ENTRY TO LOT 1
NOT TO SCALE



BEAR CREEK COMMON
LOT 1 TO LOT 10
NOT TO SCALE



BEAR CREEK COMMON
LOT 11 TO LOT 19
NOT TO SCALE



BEAR CREEK COMMON
LOT 20 TO LOT 25
NOT TO SCALE

AREA SUMMARY		
	SQUARE FEET (SF)	ACRES (AC)
LOTS 1-41	410,890	9.43
LOT A	766,532	17.60
LOT B	56,391	1.29
BEAR CREEK COMMON (LOT C)	145,676	3.34
TOTAL	1,379,489	31.7±

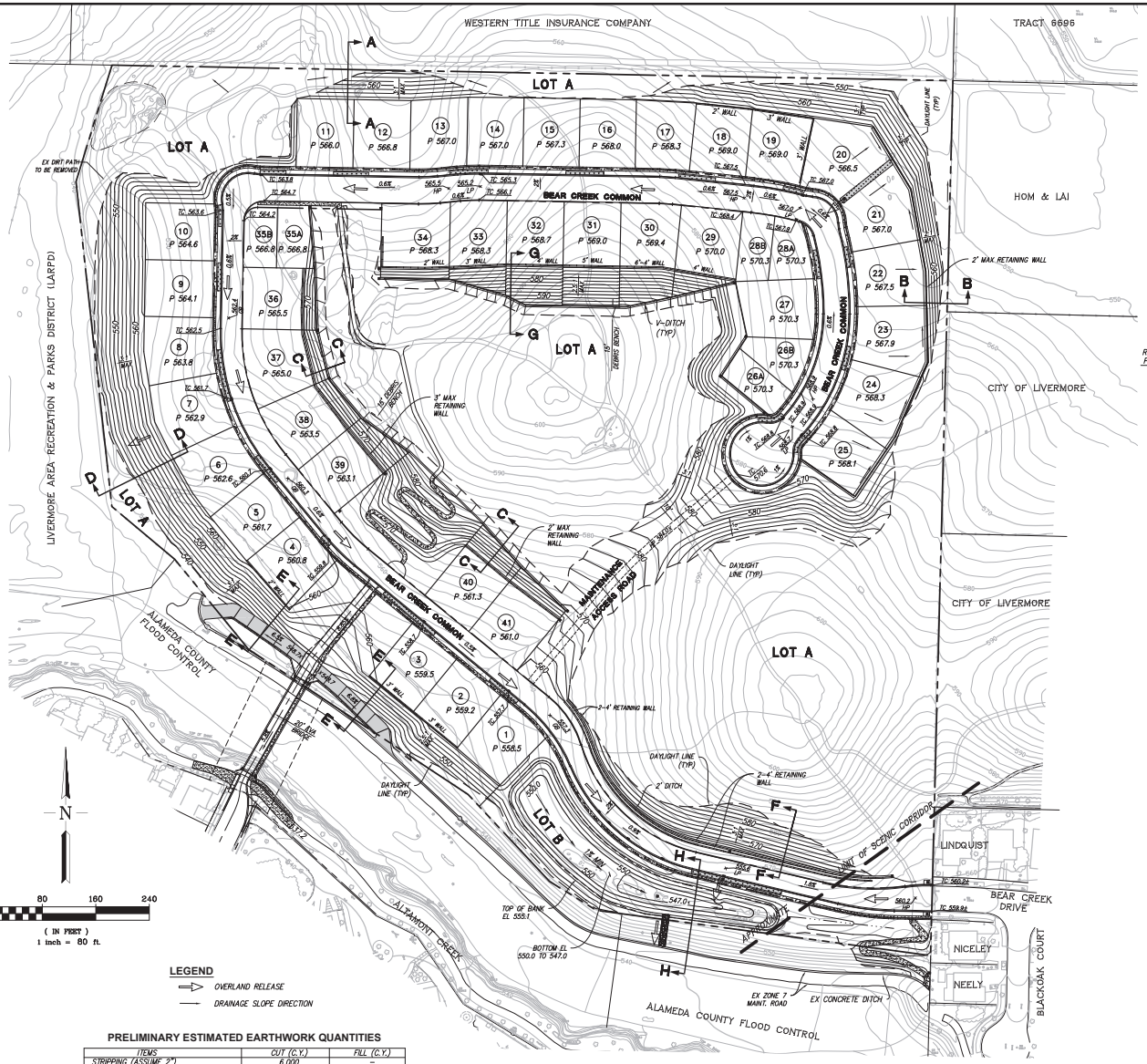
VESTING TENTATIVE MAP
PROPOSED LOTTING AND EASEMENT PLAN
GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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LEGEND

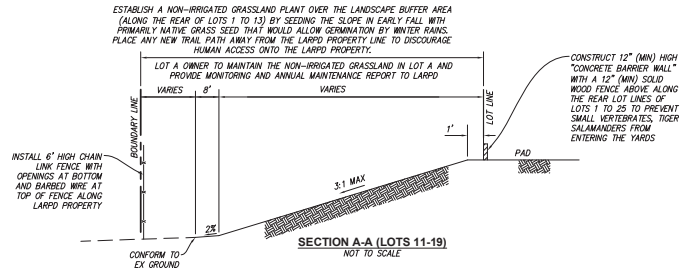
⇒ OVERLAND RELEASE

— DRAINAGE SLOPE DIRECTION

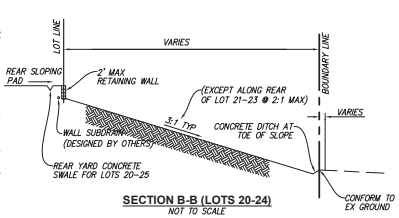
PRELIMINARY ESTIMATED EARTHWORK QUANTITIES

ITEMS	CUT (C.Y.)	FILL (C.Y.)
STRIPPING (ASSUME 2")	6,000	–
LOTS 1–41	40,300	76,230
BEAR CREEK COMMON	23,960	9,000
LOTS A & B (INCLUDES BASIN)	33,960	37,640
BIO–RETENTION SPOIL	3,000	–
PLUMBING & FOUNDATION SPOIL	2,000	–
UTILITY TRENCH SPOIL	6,000	–
SUBTOTAL	115,220	122,870
SWELL OF CUT MATERIAL (ASSUME 7.5%)	–	<8,640>
TOTAL	115,220	114,230
EXCESS	990	–

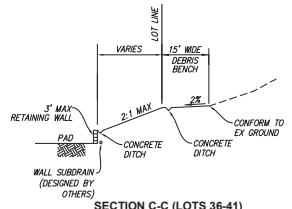
ALL QUANTITIES SHOWN ON THIS PLAN ARE APPROXIMATE, CALCULATED CUT AND FILL ARE TO "ROUGH GRADE" AND EXISTING GROUND. THE ACTUAL AMOUNT OF EARTH MOVED IS VARIABLE DEPENDENT ON COMPACTION, CONSOLIDATION, STRIPPING REQUIREMENTS, AND THE CONTRACTOR'S METHOD OF OPERATION.



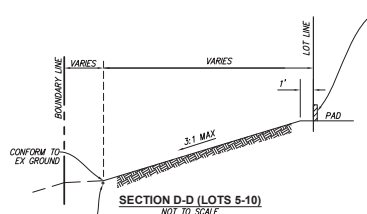
SECTION A-A (LOTS 11-19)
NOT TO SCALE



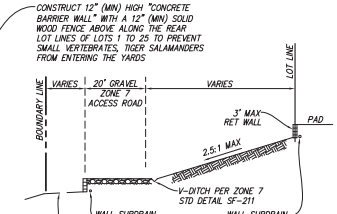
SECTION B-B (LOTS 20-24)
NOT TO SCALE



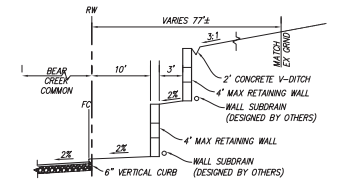
SECTION C-C (LOTS 36-41)
NOT TO SCALE



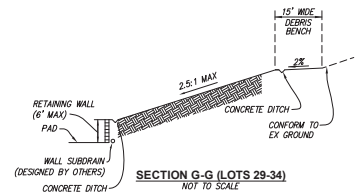
SECTION D-D (LOTS 5-10)
NOT TO SCALE



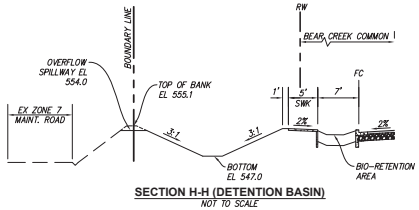
SECTION E-E (LOTS 3 & 4)
NOT TO SCALE



SECTION F-F (NEAR PROJECT ENTRY)
NOT TO SCALE



SECTION G-G (LOTS 29-34)
NOT TO SCALE



SECTION H-H (DETENTION BASIN)
NOT TO SCALE

VESTING TENTATIVE MAP
PRELIMINARY GRADING AND DRAINAGE PLAN
TRACT 8094 - GARAVENTA HILLS

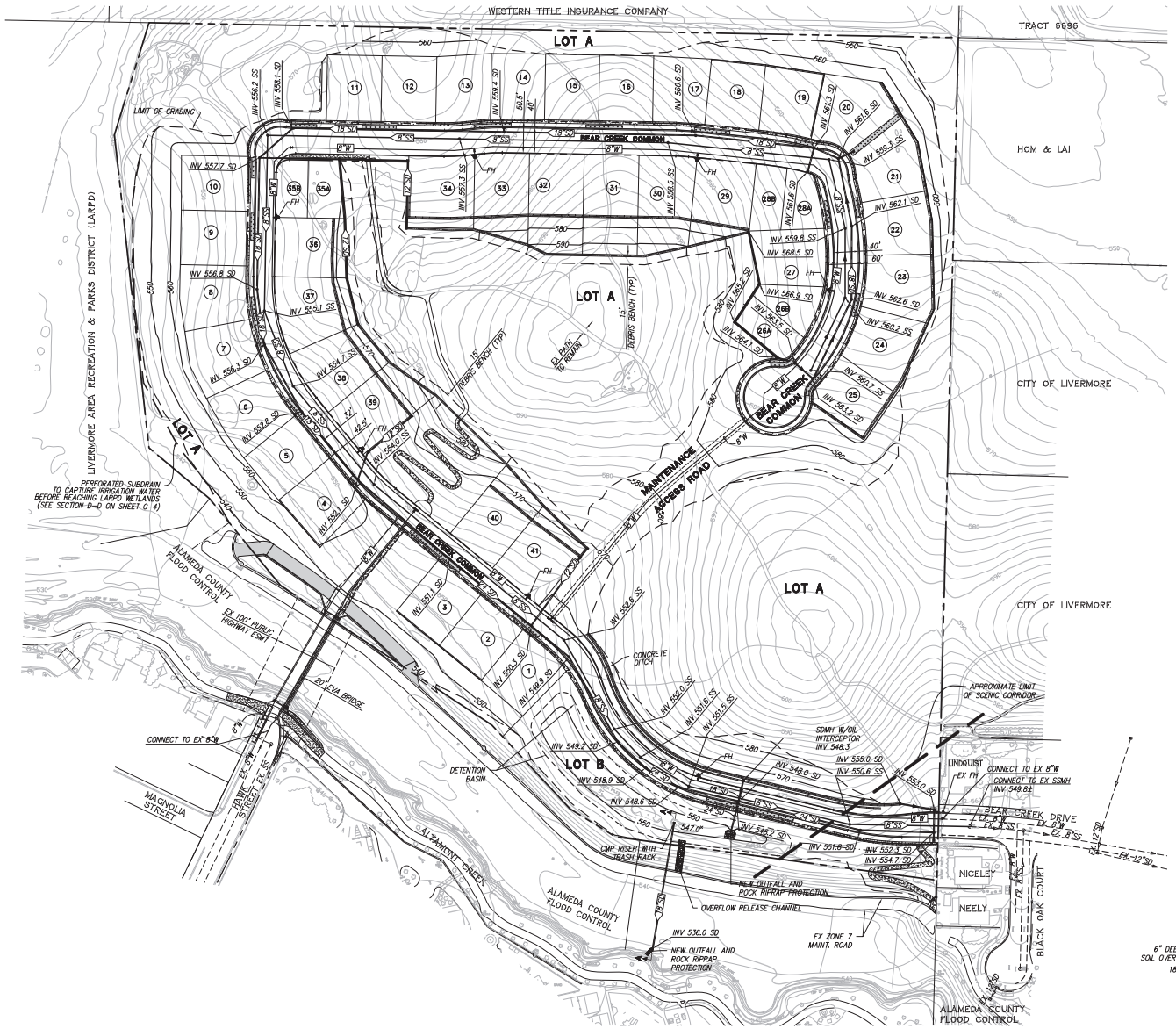
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

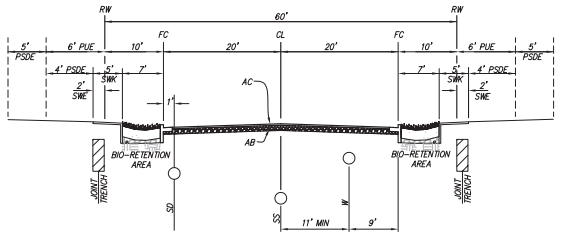
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227–9100 FAX: (925) 227–9300

REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 C- 4

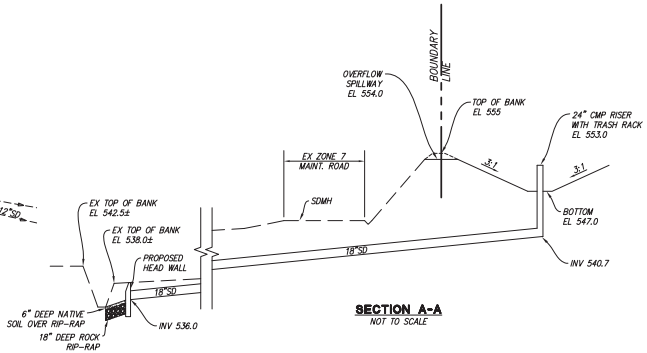
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EXHIBIT B





TYPICAL UTILITY LOCATIONS
NOT TO SCALE



SECTION A-A
NOT TO SCALE

VESTING TENTATIVE MAP
PRELIMINARY UTILITY PLAN
GARAVENTA HILLS

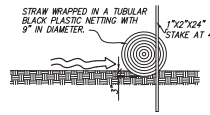
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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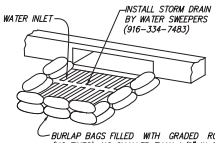
REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 C-5

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EXHIBIT B

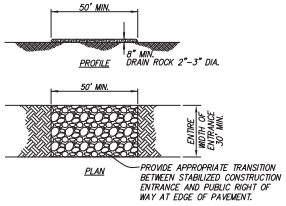


STRAW WATTLE DETAIL
NOT TO SCALE



NOTES:
1. THICKNESS OF FILLED BAGS WHEN LAID FLAT SHALL NOT EXCEED 4".
2. ENSURE THERE ARE NO GAPS BETWEEN THE BAGS OR BETWEEN THE BAGS AND THE FACE OF CURB.
3. REMOVE ACCUMULATED SILT, DIRT, AND DEBRIS BEFORE IT EXCEEDS 2" THICK IN THE GUTTER.
4. INSPECT INLET PROTECTION DAILY DURING EXTENDED RAINFALL PERIODS AND BEFORE AND AFTER EACH RAIN EVENT.

BURLAP SACK CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE

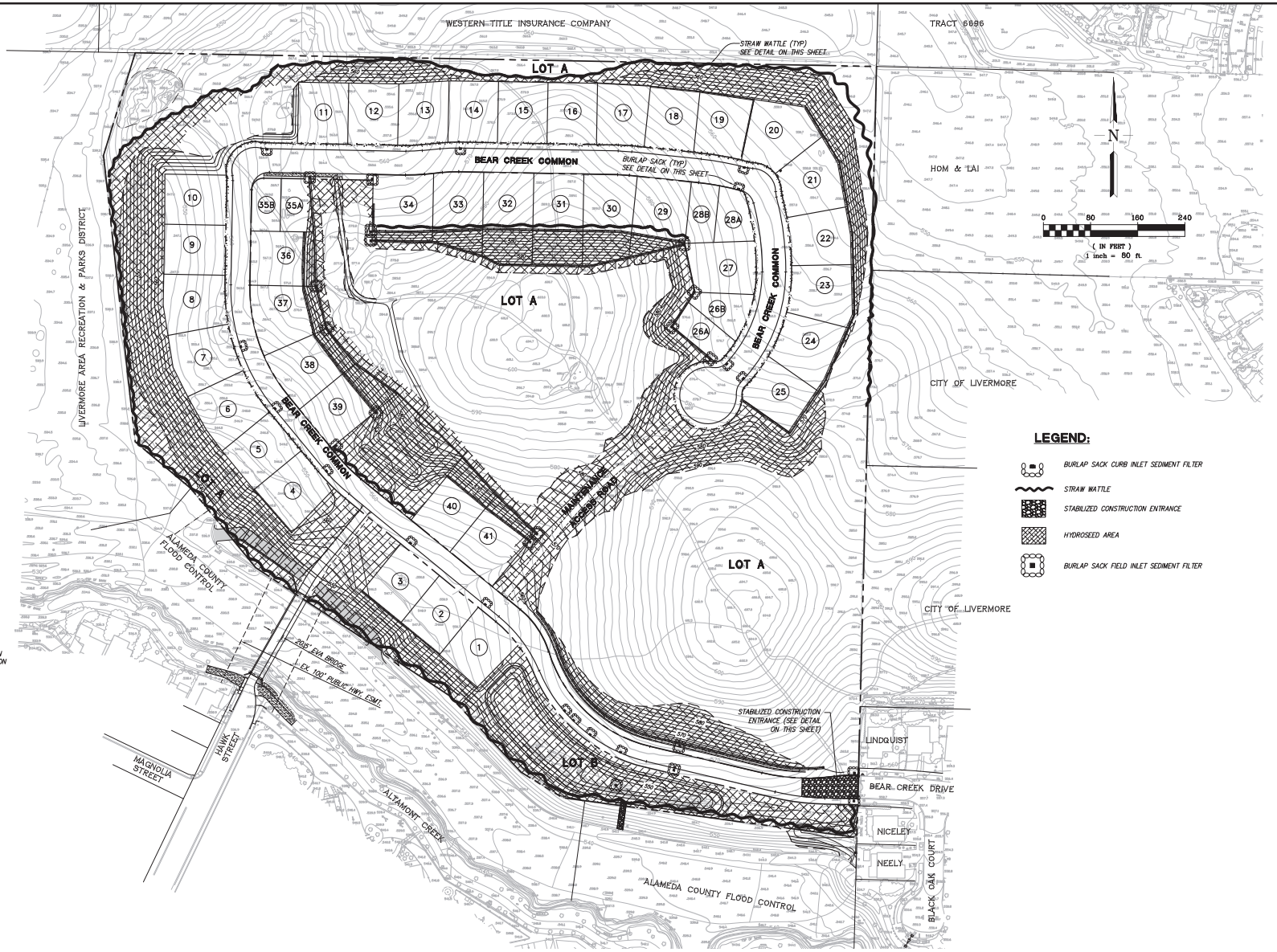


STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



NOTES:
1. THICKNESS OF FILLED BAGS WHEN LAID FLAT SHALL NOT EXCEED 4".
2. ENSURE THERE ARE NO GAPS BETWEEN THE BAGS OR BETWEEN THE BAGS AND THE FACE OF CURB.
3. REMOVE ACCUMULATED SILT, DIRT, AND DEBRIS BEFORE IT EXCEEDS 2" THICK IN THE GUTTER.
4. INSPECT INLET PROTECTION DAILY DURING EXTENDED RAINFALL PERIODS AND BEFORE AND AFTER EACH RAIN EVENT.

BURLAP SACK FIELD INLET SEDIMENT FILTER DETAIL
NOT TO SCALE



LEGEND:

- BURLAP SACK CURB INLET SEDIMENT FILTER
- STRAW WATTLE
- STABILIZED CONSTRUCTION ENTRANCE
- HYDROSEED AREA
- BURLAP SACK FIELD INLET SEDIMENT FILTER

VESTING TENTATIVE MAP
PRELIMINARY EROSION CONTROL PLAN
GARAVENTA HILLS

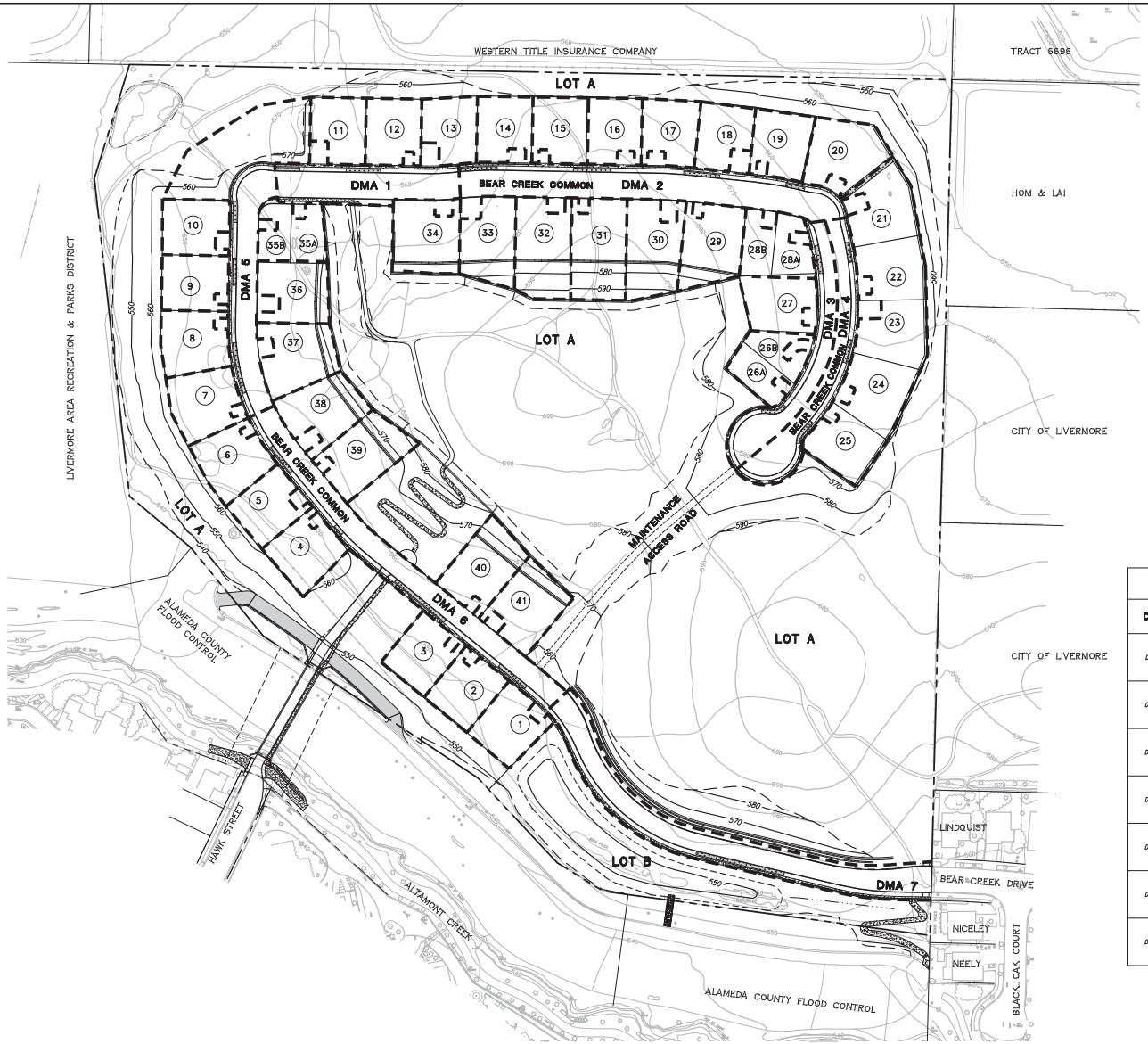
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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EXHIBIT B



N

0 80 160 240

(IN FEET)
1 inch = 80 ft.

LEGEND

DRAINAGE MANAGEMENT AREA (DMA) BOUNDARY

BIO-RETENTION AREA FOR PUBLIC STREET RUNOFF

NOTES:

1. LOTS 1-19 AND 26-41 WILL BE TREATED THROUGH ON-LOT FRONT YARD BIO-RETENTION, WHICH WILL BE DETAILED ON PLOT PLANS. THE APPROXIMATE REQUIRED TREATMENT AREA FOR A LOT WITH 4000 SF IMPERVIOUS SURFACE IS (4000 SF)*(0.04)=160 SF. SEE DETAIL ON SHEET C-8.
2. LOTS 20-25 WILL BE TREATED THROUGH ONE BIO-RETENTION AREA LOCATED BETWEEN LOTS 20 AND 21. THIS BIO-RETENTION WILL BE SIZED PER NOTE 1 ABOVE.
3. BIO-RETENTION AREAS FOR ALL PRIVATE LOTS 1-41 SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

STORMWATER TREATMENT CALCULATIONS

DMA	SURFACE	IMPERVIOUS AREA (SF)	BMP USED	REQUIRED (4%) SURFACE AREA	SURFACE AREA PROVIDED
DMA 1	DRIVEWAY	1,152	BIO-RETENTION	394	394
	PAVEMENT	7,456			
	SIDEWALK	1,245			
	TOTAL	9,853			
DMA 2	DRIVEWAY	3,744	BIO-RETENTION	1,194	1,194
	PAVEMENT	22,370			
	SIDEWALK	3,735			
	TOTAL	29,849			
DMA 3	DRIVEWAY	576	BIO-RETENTION	515	515
	PAVEMENT	10,106			
	SIDEWALK	2,195			
	TOTAL	12,877			
DMA 4	DRIVEWAY	1,440	BIO-RETENTION	600	600
	PAVEMENT	10,908			
	SIDEWALK	2,649			
	TOTAL	14,997			
DMA 5	DRIVEWAY	2,304	BIO-RETENTION	848	848
	PAVEMENT	16,700			
	SIDEWALK	2,200			
	TOTAL	21,204			
DMA 6	DRIVEWAY	1,728	BIO-RETENTION	1,300	1,300
	PAVEMENT	25,710			
	SIDEWALK	5,070			
	TOTAL	32,508			
DMA 7	DRIVEWAY	864	BIO-RETENTION	830	830
	PAVEMENT	17,466			
	SIDEWALK	2,410			
	TOTAL	20,740			

NOTE:
1. THE ABOVE CALCULATIONS ARE BASED ON THE ALAMEDA COUNTYWIDE CLEAN WATER PROGRAM, C.3 STORMWATER TECHNICAL GUIDANCE, DATED MAY 2016, AND THE FOLLOWING CRITERIA:
   a. 0.2 INCHES/HOUR RAINFALL INTENSITY ON 100% IMPERVIOUS AREA.
   b. SOIL FOR TREATMENT MEDIUM WITH A 5 INCHES/HOUR INFILTRATION RATE.
   c. SIZING FACTOR=(0.2 IN/HR)/(5 IN/HR)=0.04.

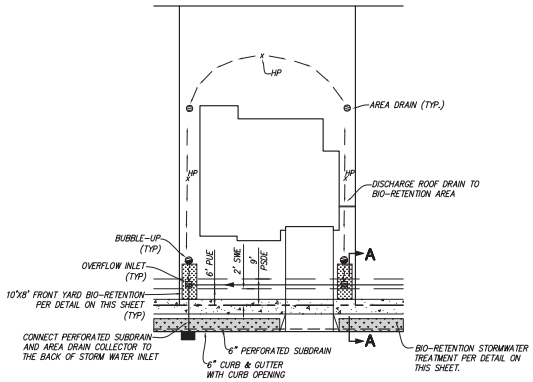
VESTING TENTATIVE MAP
PRELIMINARY STORMWATER TREATMENT PLAN
GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

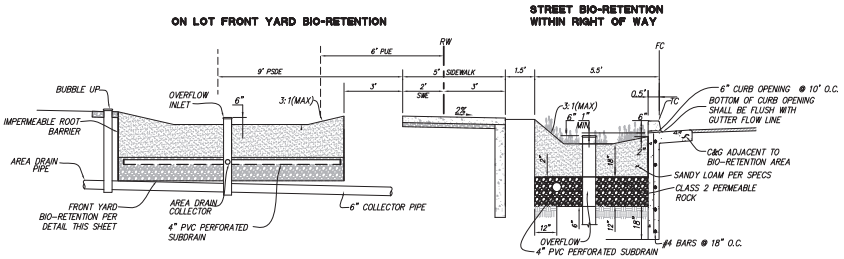
RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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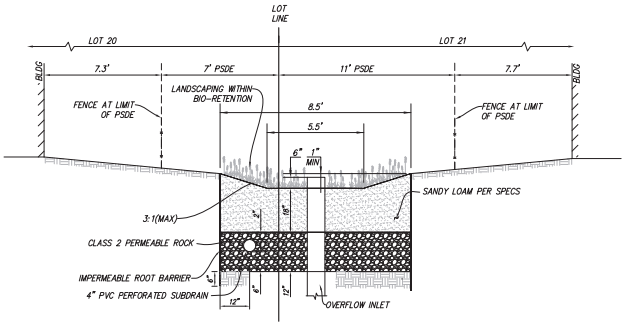
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FRONT YARD BIO-RETENTION
NOT TO SCALE



TYPICAL BIO-RETENTION TREATMENT SECTION A-A
NOT TO SCALE



BIO-RETENTION AT LOTS 20 & 21
NOT TO SCALE

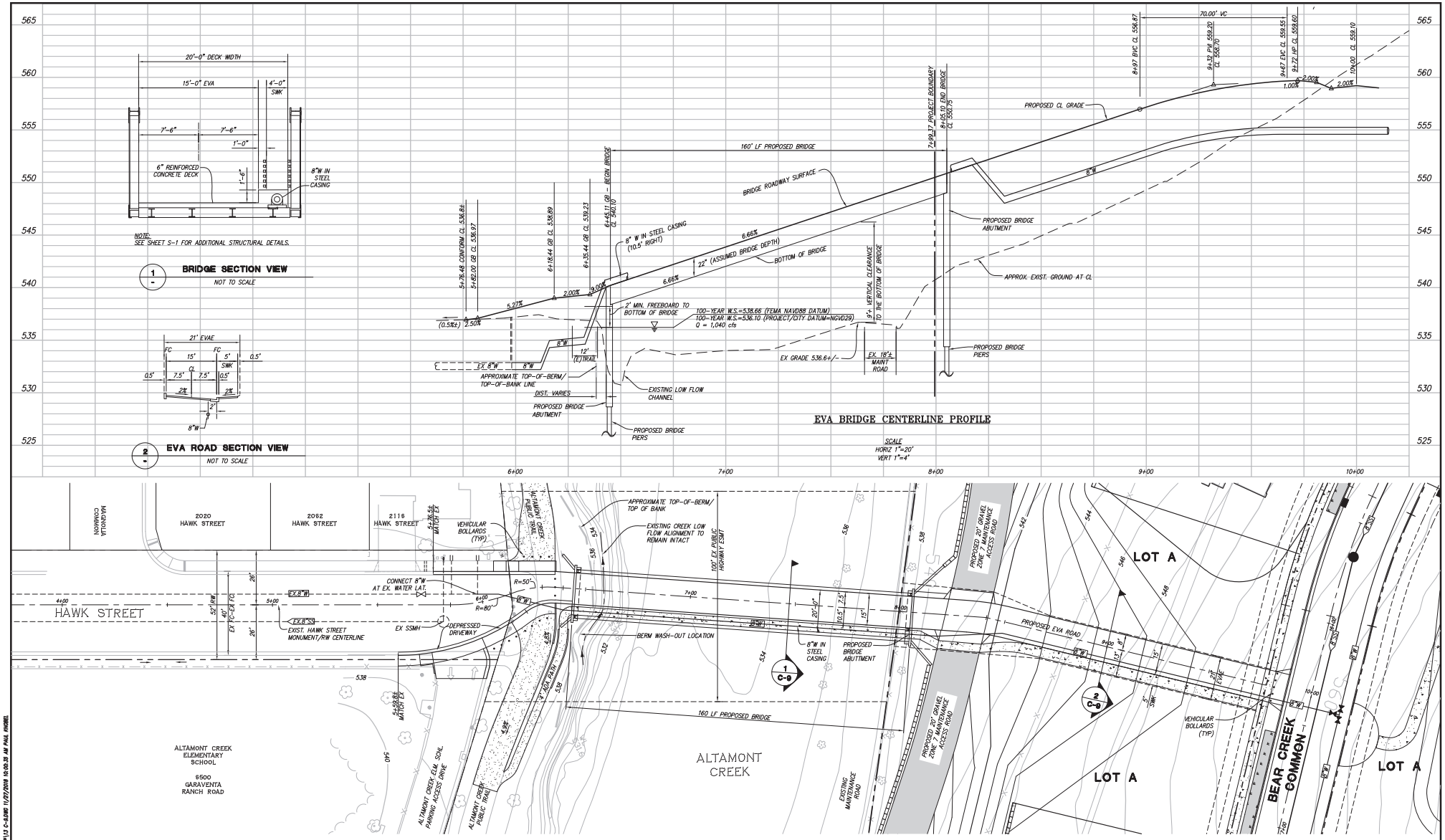
VESTING TENTATIVE MAP
PRELIMINARY STORMWATER TREATMENT DETAIL
GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

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DATE: JULY 11, 2017 JOB NO. 141093 C-8

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VESTING TENTATIVE MAP
PRELIMINARY EVA BRIDGE PLAN
GARAVENTA HILLS

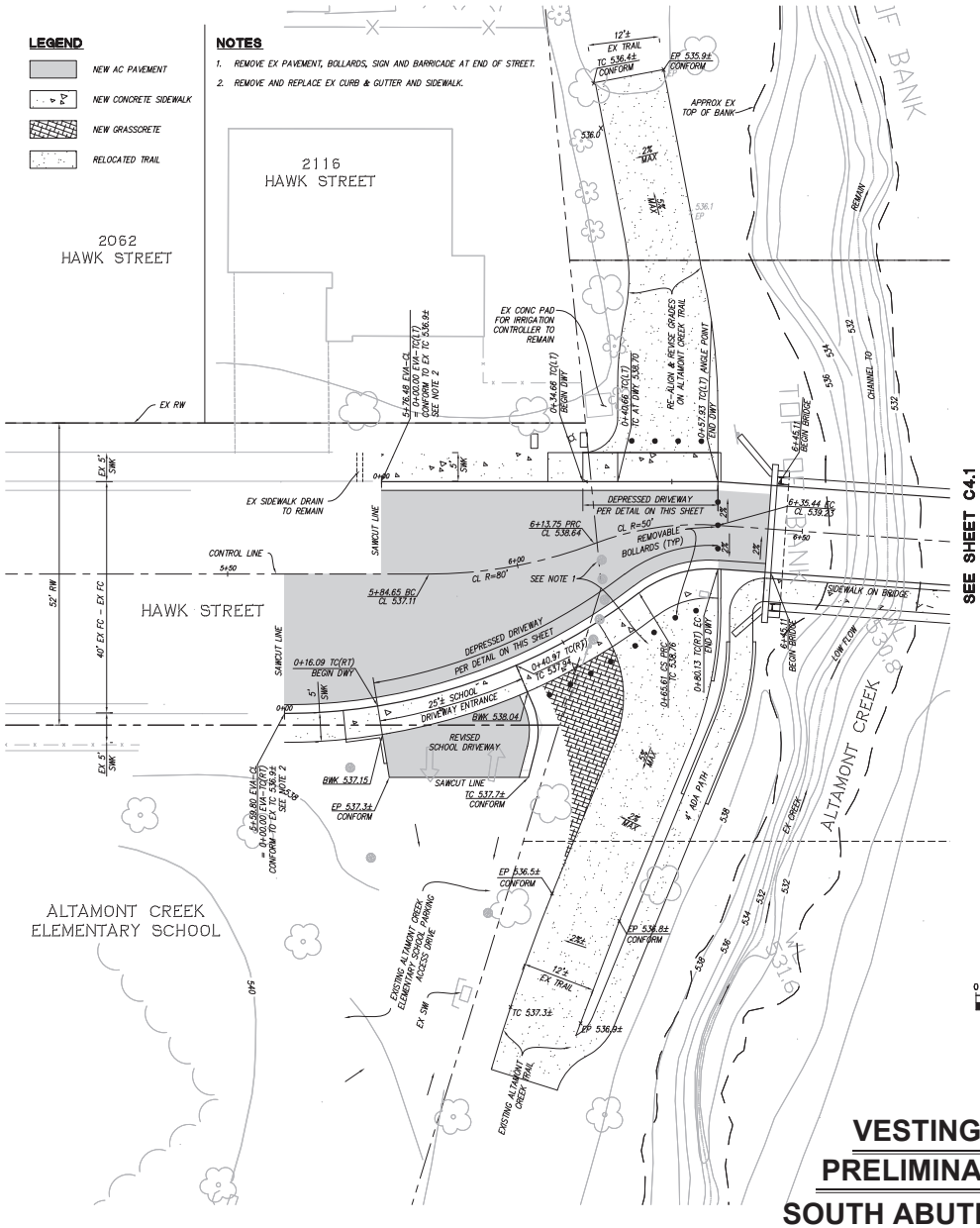
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

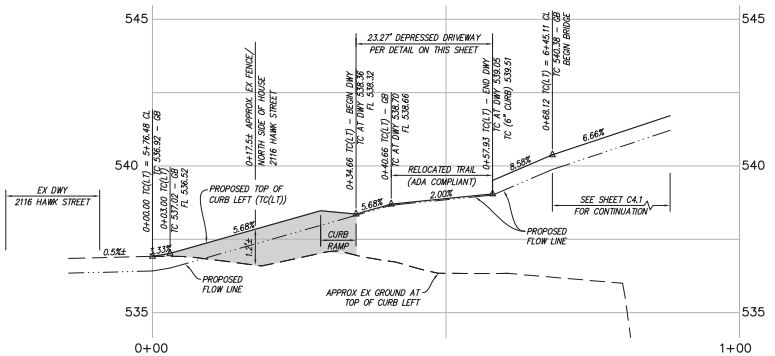
0 20 40 60
(IN FEET)
1 inch = 20 ft.

RJA
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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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REV DATE: NOVEMBER 26, 2018
DATE: JULY 11, 2017 JOB NO. 141093 C-9

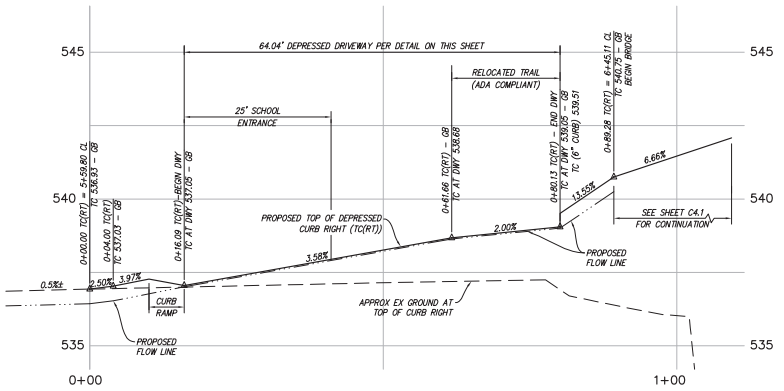
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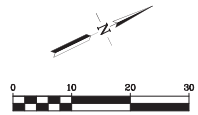
EVA TOP OF CURB LEFT TC(LT) PROFILE

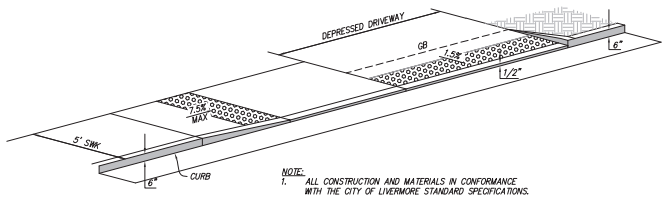
SCALE
HORIZ 1"=10'
VERT 1"=2'



EVA TOP OF CURB RIGHT TC(RT) PROFILE

SCALE
HORIZ 1"=10'
VERT 1"=2'





NOTE:
1. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH THE CITY OF LIVERMORE STANDARD SPECIFICATIONS.

DEPRESSED DRIVEWAY DETAIL

NOT TO SCALE

VESTING TENTATIVE MAP
PRELIMINARY GRADING PLAN
SOUTH ABUTMENT OF EVA BRIDGE
GARAVENTA HILLS

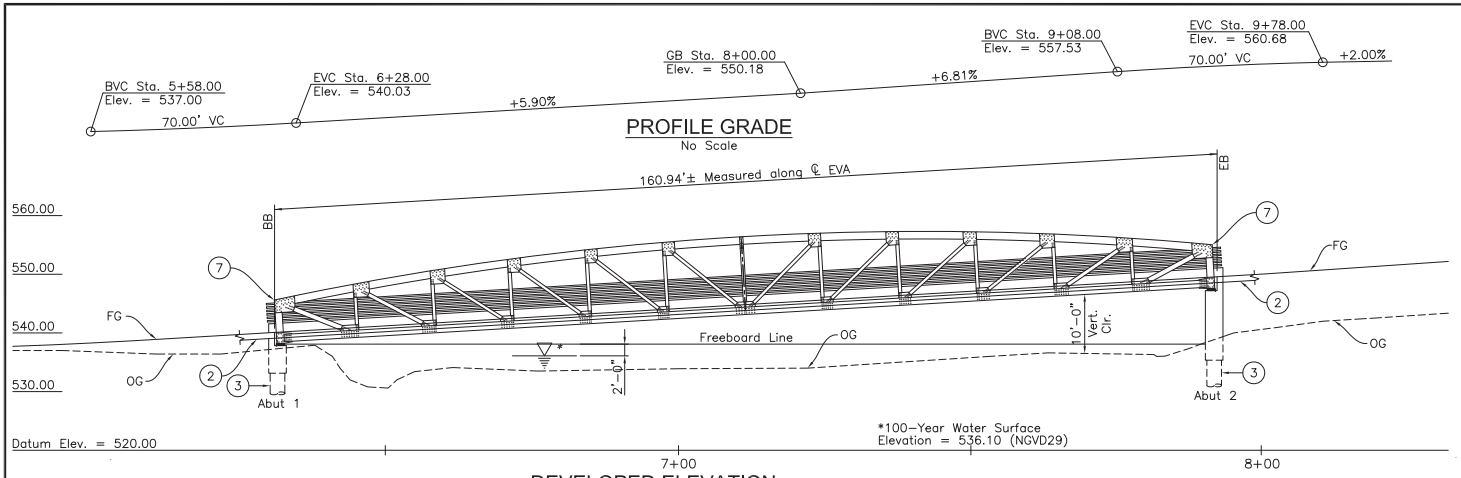
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

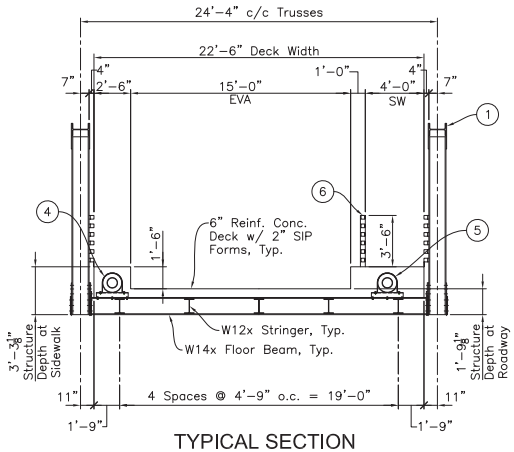
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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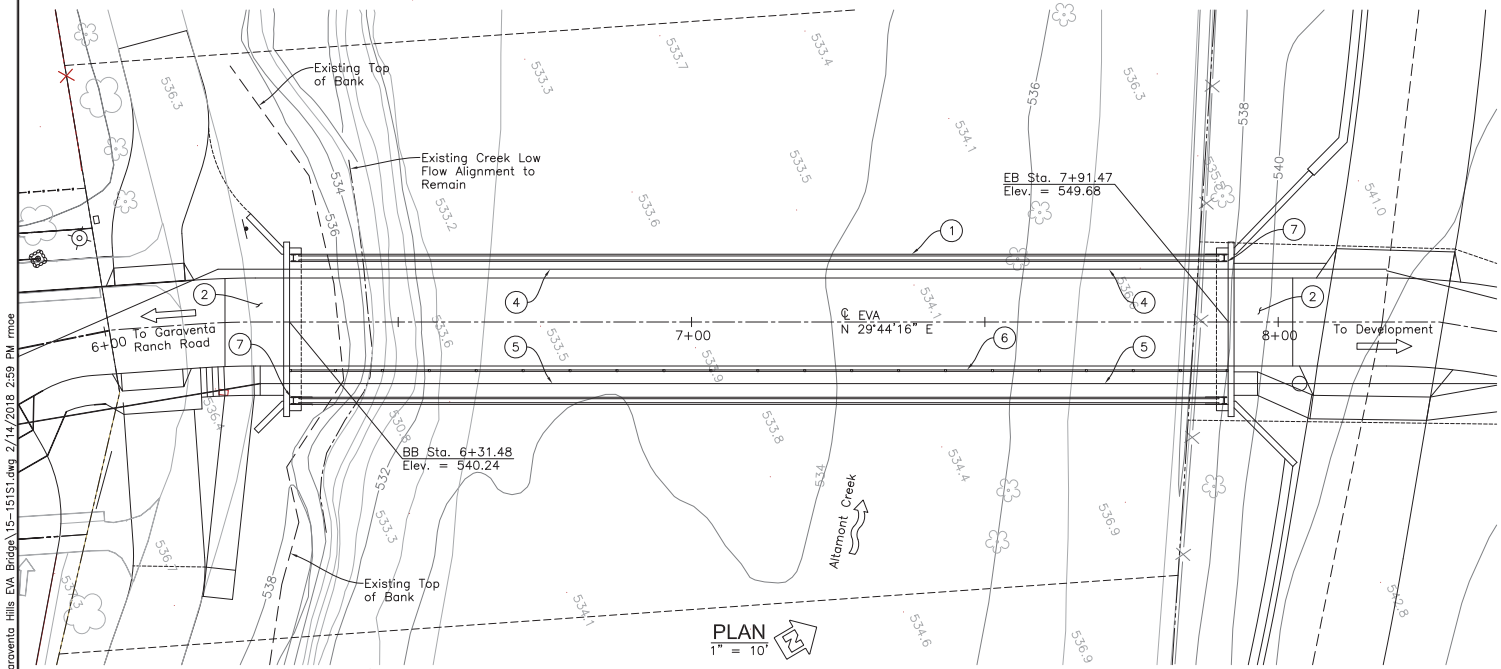
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EXHIBIT B





TYPICAL SECTION
1/4" = 1'-0"



NOTE: THIS IS A PRELIMINARY DRAWING. SANITARY SEWER TO BE REMOVED. WATER LINE TO MOVED TO UNDER THE 4' SIDEWALK. BRIDGE WIDTH TO BE REDUCED BY 2'-6".

LEGEND

1	Prefabricated Steel Vehicular Truss Bridge
2	Structure Approach Slab
3	30"ø CIDH Piles
4	8"ø DIP Water Line in 16"ø WSP Casing
5	8"ø HDPE Sanitary Sewer Line in 16"ø WSP Casing
6	Pedestrian Hand Railing
7	Bridge Design Load Sign (Bridge to be Designed for 72,000-lb Design Truck per AASHTO HL-93 Live Load)
	Indicates Direction of Flow
	Indicates Direction of Traffic

PRELIMINARY GENERAL PLAN

EVA BRIDGE

GARAVENTA HILLS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

Finn Design Group, Inc.
Structural Engineers
3825 Hopyard Road, Suite 125
Pleasanton, CA 94588
OFFICE (925) 737-1600
FAX (925) 737-1601

DATE: FEBRUARY 14, 2018 JOB NO. 15-151 S-1

M:\1drawings\15-dwgs\15-151 Garaventa Hills EVA Bridge\15-15151.dwg 2/14/2018 2:59 PM rmoe





GARAVENTA HILLS

Livermore, California

AUGUST 2018

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EXHIBIT B


GARAVENTA HILLS
Bear Creek Common
Bear Creek Drive
Hawk Street
Altamont Creek Elementary School
Altamont Creek Park
N. Vasco Road
Laughlin Road
Chrstensen Park
Northfront Park
Bill Clark Park
Starbucks
Dalton Ave
Scenic Ave
Woodrose Way
St Andrews Way
Augusta Way
Goldenrod Dr
Northfront Rd
Southfront Rd
Altamont Creek Dr
Crestmont Ave
Singing Hills Ave
Owl Way
Dove Ct
Village Dr
Ridge Ct
Asperwood St
Bridgeport Cir
Oakmont Cir
Wisteria Way
Windflower
Arthur H. Breed Jr. Fwy
John F. Miller Memorial Hwy
580

EXHIBIT B



GATES +ASSOCIATES

GARAVENTA HILLS LIVERMORE, CALIFORNIA

TRAIL DIAGRAM
AUGUST 2018

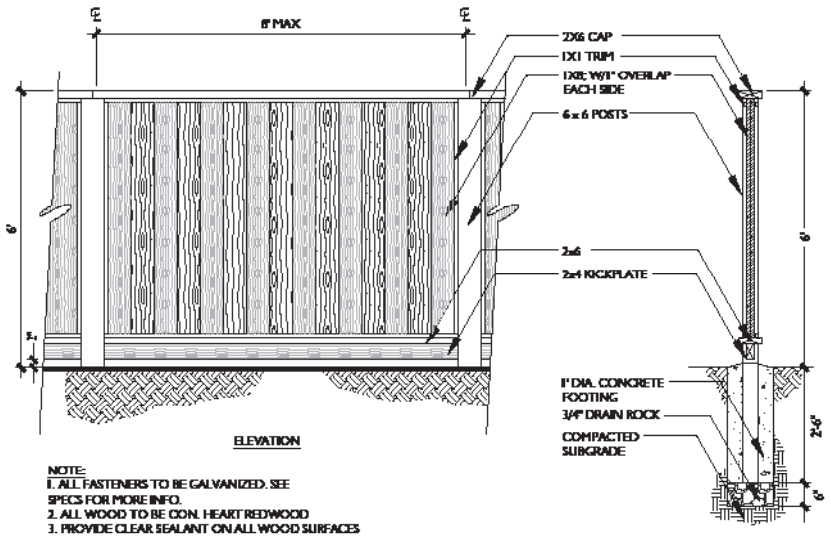
PD-2

EXHIBIT B

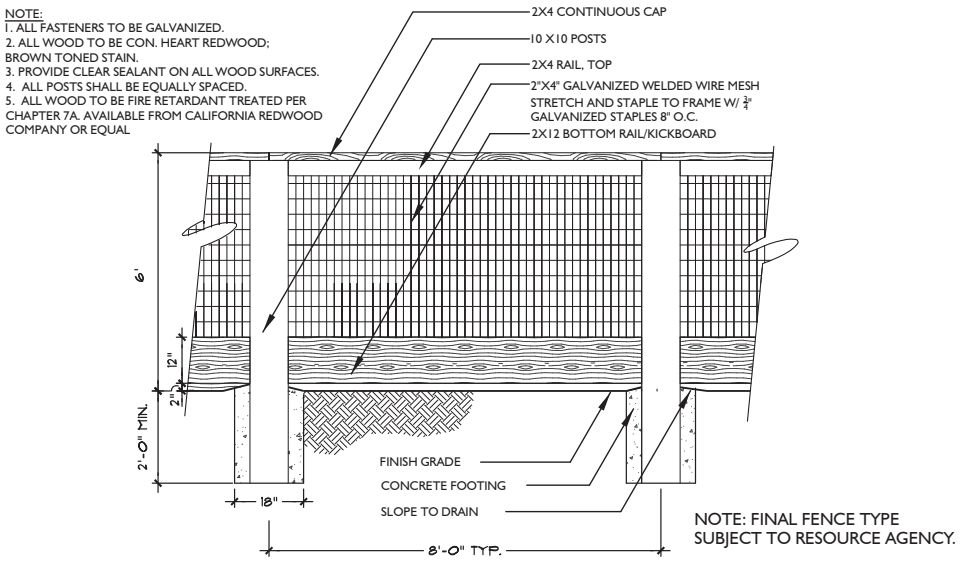

TYPICAL FRONT YARDS: SEE ENLARGEMENT
Rock Outcrop
6'H View Fence (Wire Mesh with Wood Post)
ROCK OUTCROP: SEE ENLARGEMENT
Trail
Trail Marker
Bear Creek Common
LIVERMORE AREA RECREATION & PARKS DISTRICT
Street Tree, Typ.
Bioswale Between Sidewalk and Curb
Frontyard Tree, Typ.
Rock Outcrop
Evergreen Shrubs
Open Space Trees
Trail
ALAMEDA COUNTY FLOOD CONTROL
HAWK STREET ENTRY: SEE ENLARGEMENT
Oak Grove
Orchard Grid
Evergreen Buffer for Residential Privacy
Primary Entry Monoliths, Accent Planting, and Open Space Views
Bear Creek Common
BEAR CREEK COMMON ENTRY:
Small tree massings to preserve view corridors
Oak Grove
0
70
140
280ft

EXHIBIT B


MAN GATE, TYP.
LEGEND:
6'H GOOD NEIGHBOR FENCE
6'H VIEW FENCE (TUBULAR STEEL)
6'H VIEW FENCE (WIRE MESH)
6'H, 4'W MAIN GATE
0
70
140
280ft

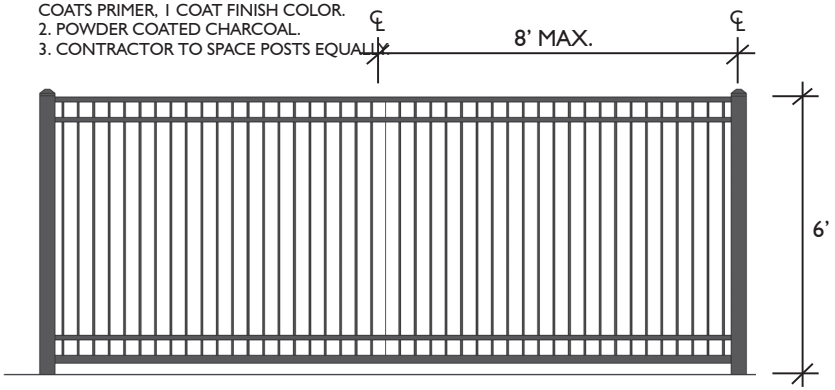


6'H GOOD NEIGHBOR FENCE



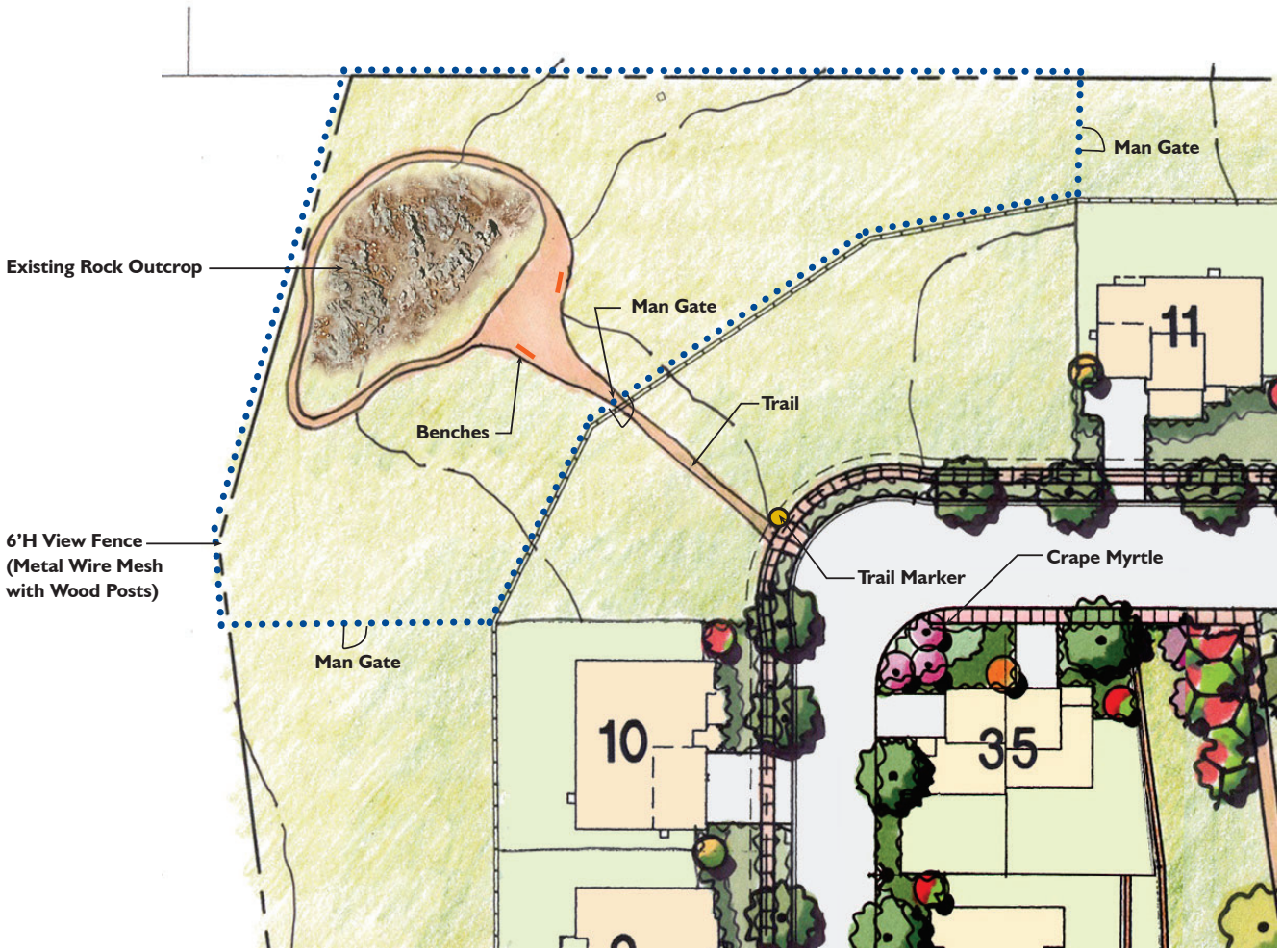
6'H VIEW FENCE @ PROPERTY LINE (WIRE MESH)

NOTE:
1. GRIND ALL WELDS SMOOTH. APPLY TWO COATS PRIMER, 1 COAT FINISH COLOR.
2. POWDER COATED CHARCOAL.
3. CONTRACTOR TO SPACE POSTS EQUALLY



6'H VIEW FENCE (TUBULAR STEEL)

EXHIBIT B





0 20 40 80ft

GATES +ASSOCIATES **GARAVENTA HILLS** LIVERMORE, CALIFORNIA

ROCK OUTCROP AUGUST 2018 PD-6

682

EXHIBIT B

PLANT LIST FOR ARRIVAL AREA AT BEAK CREEKCOMMON

TREES

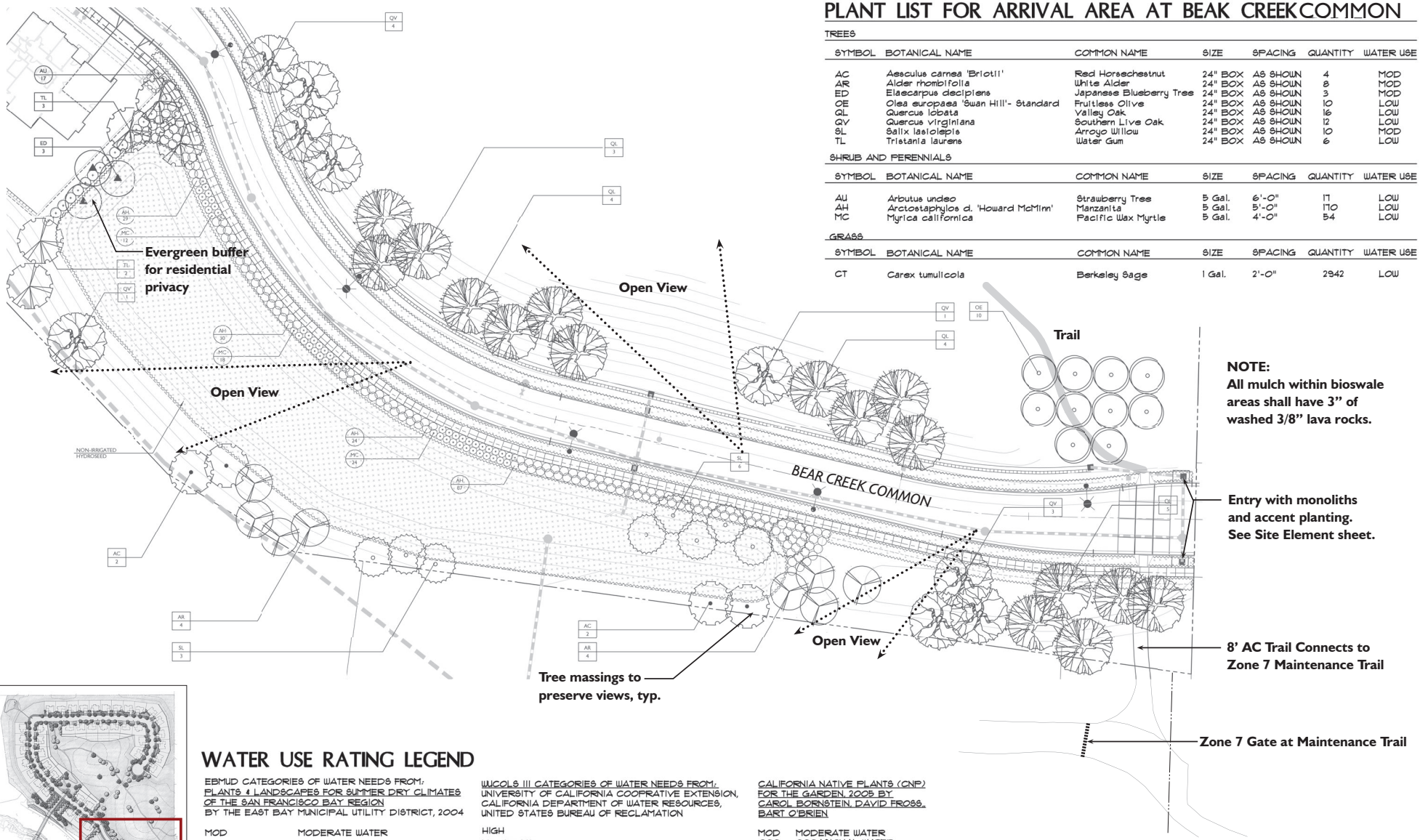
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AC	Aesculus carnea 'Briotii'	Red Horsechestnut	24" BOX	AS SHOWN	4	MOD
AR	Alder rhombifolia	White Alder	24" BOX	AS SHOWN	8	MOD
ED	Elaecarpus decipiens	Japanese Blueberry Tree	24" BOX	AS SHOWN	3	MOD
OE	Olea europaea 'Swan Hill'- Standard	Fruitless Olive	24" BOX	AS SHOWN	10	LOW
QL	Quercus lobata	Valley Oak	24" BOX	AS SHOWN	16	LOW
QV	Quercus virginiana	Southern Live Oak	24" BOX	AS SHOWN	12	LOW
SL	Salix lasiolepis	Arroyo Willow	24" BOX	AS SHOWN	10	MOD
TL	Tristania laurens	Water Gum	24" BOX	AS SHOWN	6	LOW

SHRUB AND PERENNIALS

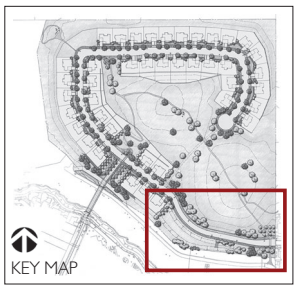
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AU	Arbutus undeo	Strawberry Tree	5 Gal.	6'-0"	17	LOW
AH	Arctostaphylos d. 'Howard McMinn'	Manzanita	5 Gal.	5'-0"	170	LOW
MC	Myrica californica	Pacific Wax Myrtle	5 Gal.	4'-0"	54	LOW

GRASS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
CT	Carex tumulicola	Berkeley Sage	1 Gal.	2'-0"	2942	LOW



NOTE:
All mulch within bioswale areas shall have 3" of washed 3/8" lava rocks.



WATER USE RATING LEGEND

EBMUD CATEGORIES OF WATER NEEDS FROM:
PLANTS & LANDSCAPES FOR SUMMER DRY CLIMATES OF THE SAN FRANCISCO BAY REGION
BY THE EAST BAY MUNICIPAL UTILITY DISTRICT, 2004

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER
NONE	NO ADDITIONAL WATER

WUCOLS III CATEGORIES OF WATER NEEDS FROM:
UNIVERSITY OF CALIFORNIA COOPRATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER RESOURCES, UNITED STATES BUREAU OF RECLAMATION

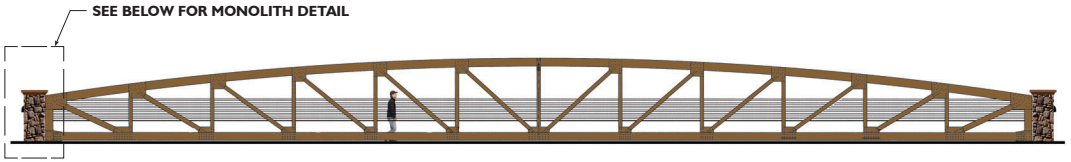
HIGH
MODERATE
LOW
VERY LOW

CALIFORNIA NATIVE PLANTS (CNP) FOR THE GARDEN, 2005 BY CAROL BORNSTEIN, DAVID FROSS, BART O'BRIEN

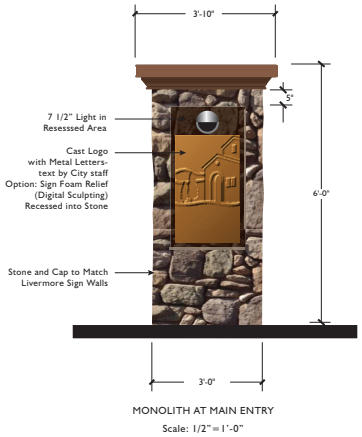
MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER

0 20 40 80ft

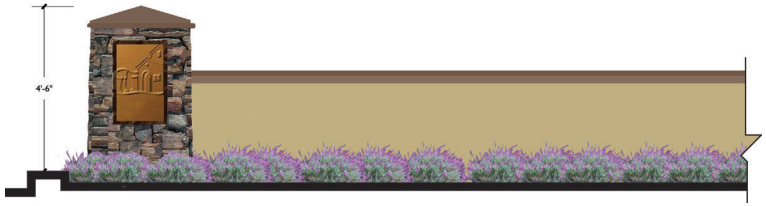
EXHIBIT B



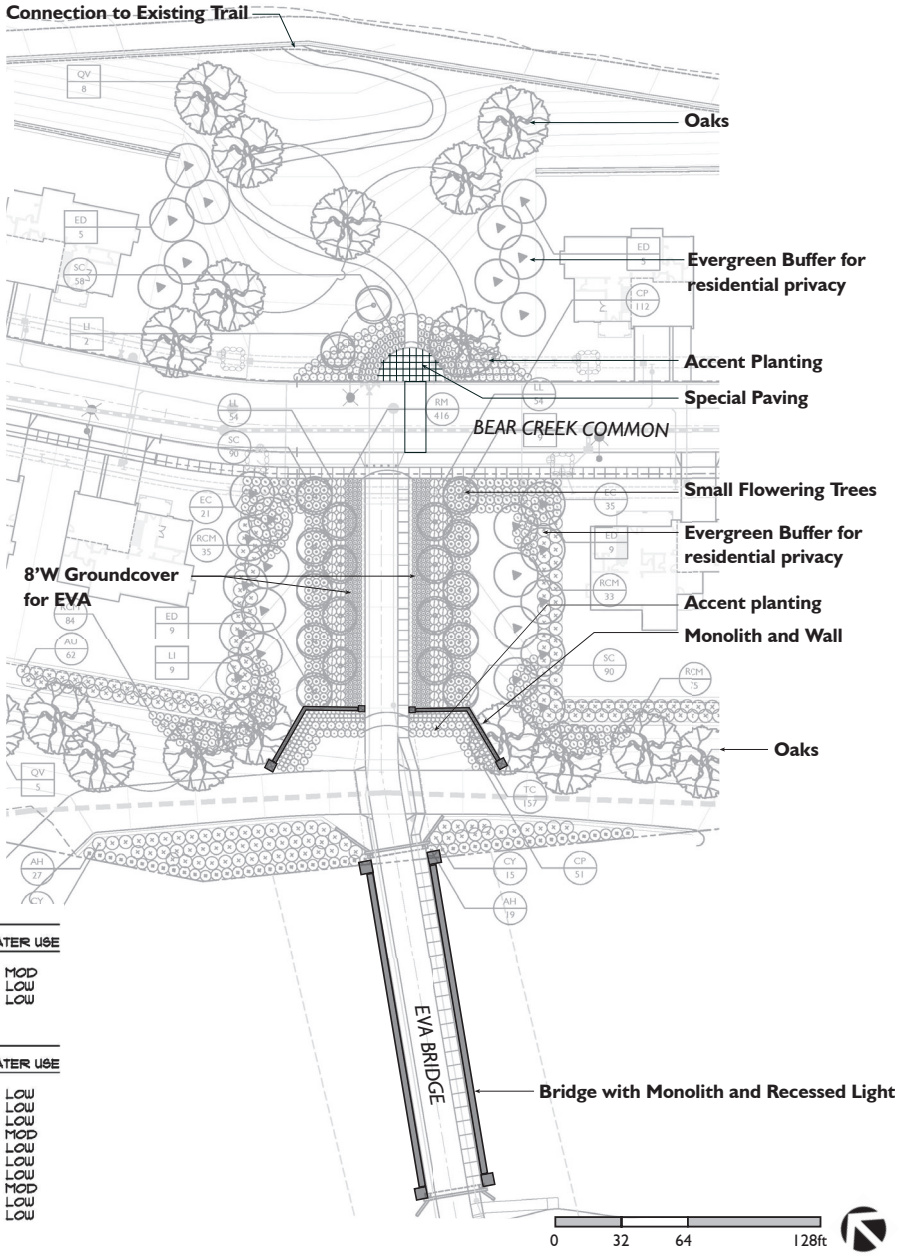
BRIDGE WITH MONOLITH AND RECESSED LIGHT

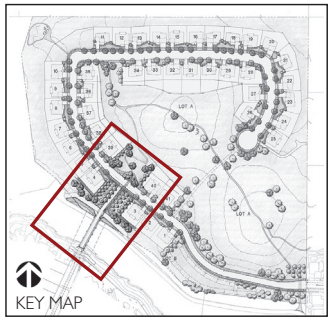


MONOLITH AND RECESSED LIGHT



MONOLITH AND WALL AT HAWK STREET





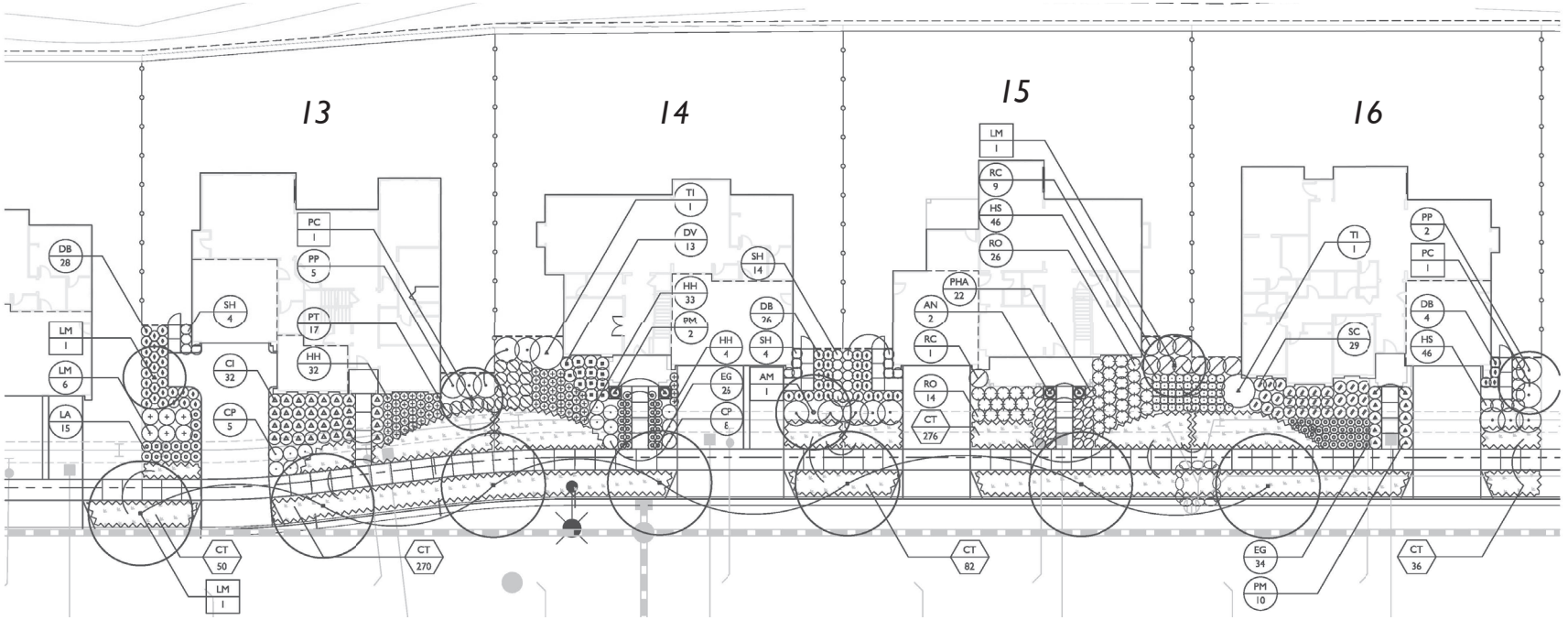
PLANT LIST

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	24" BOX	AS SHOWN	20	MOD
LI	Lagerstroemia indica 'Muskogee'	Crape Myrtle	24" BOX	AS SHOWN	28	LOW
QV	Quercus virginiana	Southern Live Oak	24" BOX	AS SHOWN	11	LOW

SHRUB AND PERENNIALS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AU	Arbutus undeo	Strawberry Tree	5 Gal.	6'-0"	131	LOW
AH	Arctostaphylos d. 'Howard McMinn'	Manzanita	5 Gal.	5'-0"	46	LOW
CY	Ceanothus griseus 'Yankee Point'	California Lilac	5 Gal.	6'-0"	54	LOW
CP	Colesnema pulegrum 'Sunset Gold'	Breath of Heaven	5 Gal.	3'-6"	163	MOD
EC	Epilobium 'Catalina'	Hummingbird Trumpet	1 Gal.	4'-0"	56	LOW
LL	Lomandra longifolia 'Breeze'	Mat Rush	5 Gal.	4'-0"	108	LOW
RCM	Rhamnus 'Mound San Bruno'	California Coffee Berry	5 Gal.	3'-6"	227	LOW
RM	Rosa x 'Meijocos'	Peach Drift Rose	5 Gal.	2'-0"	416	MOD
SC	Salvia clevelandii	Cleveland Sage	5 Gal.	3'-6"	238	LOW
TC	Teucrium chamaedrys	Germander	1 Gal.	2'-0"	157	LOW



PLANT LIST FOR PROTOTYPICAL FRONT YARD

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AM	Arbutus 'Marina'	NCN	24" BOX	AS SHOWN	2	LOW
LM	Lagerstroemia indica 'Muskogee'	Crape Myrtle	24" BOX	AS SHOWN	2	LOW
PA	Platanus acerifolia 'Columbia'	London Plane Tree	24" BOX	AS SHOWN	9	MOD
PC	Prunus cerasifera	Purple Leaf Plum	24" BOX	AS SHOWN	2	MOD

SHRUB AND PERENNIALS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AN	Anigozanthos flavidus 'Bush Ranger'	Kangaroo Paw	1 Gal.	2'-0"	20	LOW
CI	Cistus incanus	Pink Rockrose	1 Gal.	3'-0"	54	LOW
CP	Colesonema 'Sunset Gold'	Breath of Heaven	1 Gal.	3'-6"	9	MOD
DB	Dietes bicolor	Fortnight Lily	1 Gal.	2'-6"	49	LOW
DV	Dietes vegeta	Fortnight Lily	1 Gal.	3'-0"	25	LOW
EC	Epilobium canum 'Catalina'	California Fuchsia	1 Gal.	3'-0"	9	LOW
EG	Eriogonum grande var. rubescens	Red-Flower Buckwheat	1 Gal.	2'-0"	42	LOW
HH	Hemerocallis hybrids	Evergreen Daylily	1 Gal.	2'-0"	74	MOD
HS	Hemerocallis 'Summer Wine'	Evergreen Daylily	1 Gal.	2'-0"	45	MOD
LA	Lavendula angustifolia	English Lavender	1 Gal.	2'-6"	22	LOW
LM	Lavetera maritima	Tree Mallow	5 Gal.	4'-0"	24	LOW
PHA	Phormium 'Amazing Red'	New Zealand Flax	5 Gal.	2'-6"	18	LOW
PM	Phormium 'Maori Maiden'	New Zealand Flax	5 Gal.	3'-0"	19	LOW
PP	Phormium 'Pink Stripe'	New Zealand Flax	5 Gal.	6'-0"	16	LOW
PT	Phormium 'Tricolor'	New Zealand Flax	5 Gal.	3'-0"	38	LOW
RC	Rhamnus californica 'Eve Case'	Coffeeberry	5 Gal.	4'-6"	10	LOW
RO	Rosmarinus officinalis 'Gold Rain'	Rosemary	5 Gal.	3'-0"	27	LOW
SC	Salvia clevenlandii	Cleveland Sage	5 Gal.	3'-0"	18	LOW
SH	Salvia x microphylla 'Hot Lip'	Hot Lip Sage	1 Gal.	2'-6"	23	LOW
SL	Salvia leucantha 'Santa Barbara'	Santa Barbara Sage	5 Gal.	3'-0"	8	LOW
TF	Teucrium fruticans 'Compactum'	Bush Germander	5 Gal.	3'-6"	20	LOW
TI	Tibouchina chinensis	Princess Flower	15 Gal.	8'-0"	2	LOW

GRASS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
CT	Carex tumulicola	Berkeley Sage	1 Gal.	2'-0"	1008	LOW

WATER USE RATING LEGEND

EBMUD CATEGORIES OF WATER NEEDS FROM:
PLANTS & LANDSCAPES FOR SUMMER DRY CLIMATES OF THE SAN FRANCISCO BAY REGION
BY THE EAST BAY MUNICIPAL UTILITY DISTRICT, 2004

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER
NONE	NO ADDITIONAL WATER

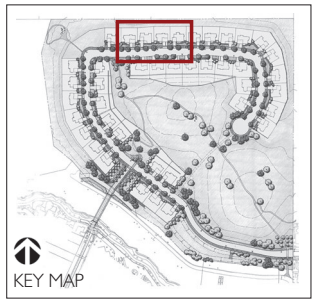
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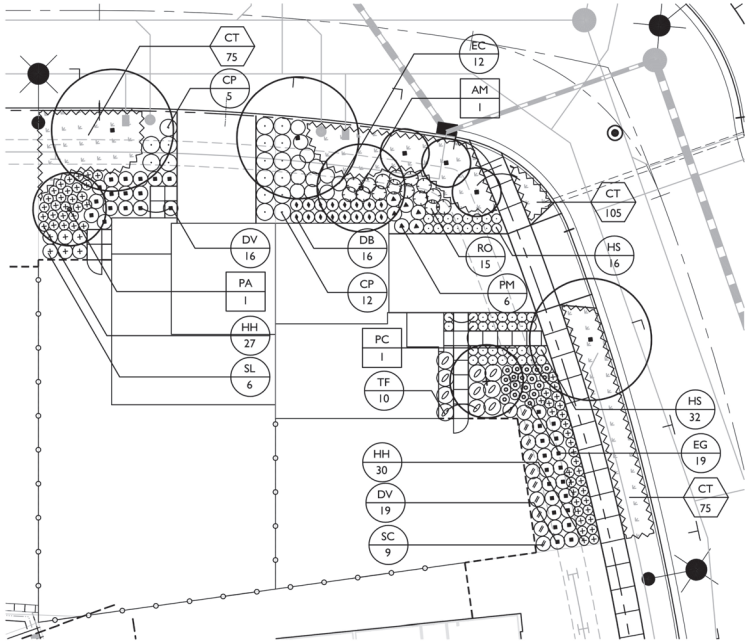
HIGH
MODERATE
LOW
VERY LOW

CALIFORNIA NATIVE PLANTS (CNP)
FOR THE GARDEN, 2005 BY
CAROL BORNSTEIN, DAVID FROSS, BART O'BRIEN

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER

NOTE:
All mulch within bioswale areas shall have 3" of washed 3/8" lava rocks.





1 PROTOTYPICAL FRONT YARD (DUET)

PLANT LIST FOR PROTOTYPICAL FRONT YARD (DUET)

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
AM	Arbutus 'Marina'	NCN	24" BOX	AS SHOWN	1	LOW
LM	Lagerstroemia indica 'Muskogee'	Crape Myrtle	24" BOX	AS SHOWN	1	LOW
PA	Prunus yedoensis 'Akebono'	Flowering Cherry	24" BOX	AS SHOWN	1	MOD
PC	Prunus cerasifera	Purple Leaf Plum	24" BOX	AS SHOWN	1	MOD

SHRUB AND PERENNIALS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
CP	Colesonema 'Sunset Gold'	Breath of Heaven	1 Gal.	3'-6"	17	MOD
DB	Dietes bicolor	Fortnight Lily	1 Gal.	2'-6"	16	LOW
DV	Dietes vegeta	Fortnight Lily	1 Gal.	3'-0"	35	LOW
EC	Epilobium canum 'Catalina'	California Fuchsia	1 Gal.	3'-0"	12	LOW
EG	Eriogonum grande var. rubescens	Red-Flower Buckwheat	1 Gal.	2'-0"	19	LOW
HH	Hemerocallis hybrids	Evergreen Daylily	1 Gal.	2'-0"	57	MOD
HS	Hemerocallis 'Summer Wine'	Evergreen Daylily	1 Gal.	2'-0"	48	MOD
PM	Phormium 'Maori Maiden'	New Zealand Flax	5 Gal.	3'-0"	6	LOW
RO	Rosmarinus officinalis 'Gold Rain'	Rosemary	5 Gal.	3'-0"	15	LOW
SC	Salvia clevenlandii	Cleveland Sage	5 Gal.	3'-0"	9	LOW
SL	Salvia leucantha 'Santa Barbara'	Santa Barbara Sage	5 Gal.	3'-0"	6	LOW
TF	Teucrium fruticans 'Compactum'	Bush Germander	5 Gal.	3'-6"	10	LOW

GRASS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY	WATER USE
CT	Carex tumulicola	Berkeley Sage	1 Gal.	2'-0"	255	LOW

WATER USE RATING LEGEND

EBMUD CATEGORIES OF WATER NEEDS FROM:
PLANTS & LANDSCAPES FOR SUMMER DRY CLIMATES OF THE SAN FRANCISCO BAY REGION
BY THE EAST BAY MUNICIPAL UTILITY DISTRICT, 2004

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OCC	OCCASIONAL WATER
INF	INFREQUENT WATER
NONE	NO ADDITIONAL WATER

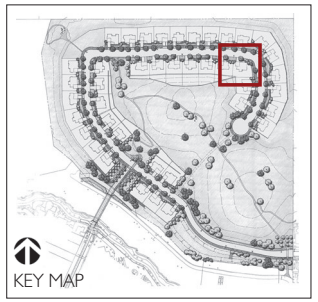
CALIFORNIA NATIVE PLANTS (CNP) FOR THE GARDEN, 2005 BY CAROL BORNSTEIN, DAVID FROSS, BART O'BRIEN

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER

WUCOLS III CATEGORIES OF WATER NEEDS FROM:
UNIVERSITY OF CALIFORNIA COOPRATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER RESOURCES, UNITED STATES BUREAU OF RECLAMATION

HIGH	
MODERATE	
LOW	
VERY LOW	

NOTE:
All mulch within bioswale areas shall have 3" of washed 3/8" lava rocks.



0 12 24 48ft

EXHIBIT B



	Quantity	Percentage
Total Plants	22,725	100%
Low Water-use Plants	20,606	90.6%

0 70 140 280ft

TREES (Note: All trees are 24" box size.)

BOTANICAL NAME	COMMON NAME	WATER USE	QTY
Chitalpa tashkentensis	Chitalpa	LOW	5
Elaeocarpus decipiens	Japanese Blueberry Tree	MOD	32
Lagerstroemia i. 'Muskogee'	Crape Myrtle	LOW	27
Olea europaea 'Swan Hill'	Swan Hill Olive	LOW	10
Platanus acerifolia 'Columbia'	London Plane Tree	MOD	55
Pyrus calleryana 'Holmford'	Flowering Pear	MOD	11
Quercus lobata	Valley Oak	LOW	46
Quercus virginiana	Southern Live Oak	LOW	38
Tristania laurens	Water Gum	LOW	5
Detention Basin Trees:			
Aesculus carnea 'Briotii'	Red Horsechestnut	MOD	4
Alder rhombifolia	White Alder	MOD	8
Salix lasiolepis	Arroyo Willow	MOD	10
Small Frontyard Trees			
Arbutus 'Marina'	NCN	LOW	20
Lagerstroemia i. 'Muskogee'	Crape Myrtle	LOW	9
Pyrus yedoensis 'Akebono'	Flowering Cherry	MOD	20
Prunus cerasifera	Purple Leaf Plum	MOD	20

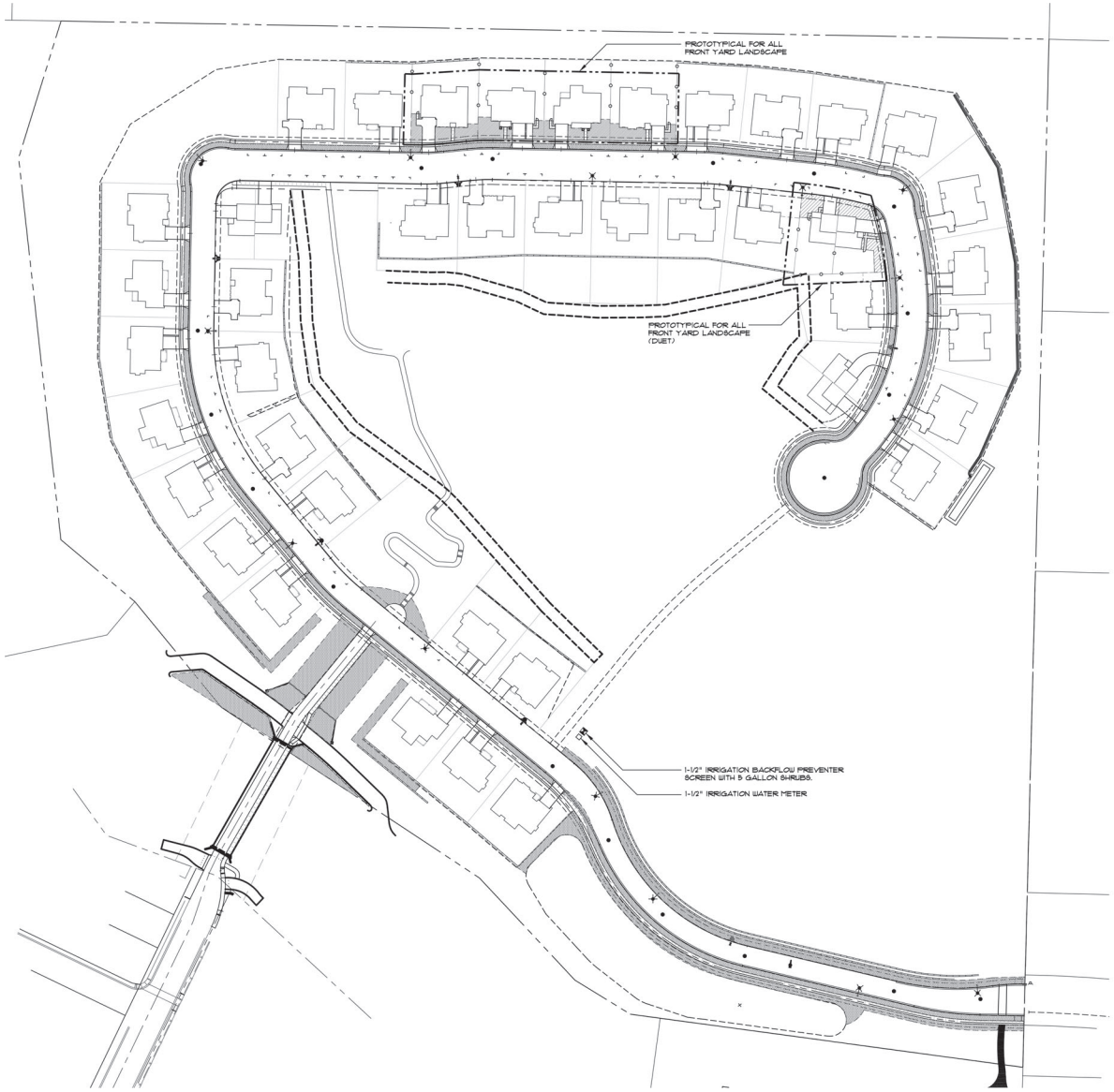
SHRUBS & PERENNIALS

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
Anigozanthos flavidus 'Bush Ranger'	Kangaroo Paw	1gal.	LOW	144
Arbutus unedo	Strawberry Tree	5 gal.	LOW	27
Arctostaphylos d. 'Howard McMinn'	Manzanita	5 gal.	LOW	160
Arctostaphylos manzanita 'Dr. Hurd'	Manzanita	15 gal.	LOW	15
Cistus incanus	Pink Rockrose	5 gal.	LOW	156
Coleolema 'Sunset Gold'	Breath of Heaven	1 gal.	MOD	180
Dietes bicolor	Fortnight Lily	1 gal.	LOW	850
Dietes vegeta	Fortnight Lily	1 gal.	LOW	108
Epilobium canum 'Catalina'	California Fuchsia	1 gal.	LOW	228
Eriogonum grande var. rubescens	Red-Flower Buckwheat	1 gal.	LOW	384
Hemerocallis hybrids	Evergreen Daylily	1 gal.	MOD	436
Heuchera micrantha	Coral Bells	1 gal.	MOD	218
Iris douglasiana	Pacific Coast Iris	1 gal.	LOW	256
Lavendula angustifolia	English Lavender	1 gal.	LOW	300
Lavatera maritima	Tree Mallow	5 gal.	LOW	132
Mimulus aurantiacus	Sticky Monkey Flower	1 gal.	MOD	280
Myrica californica	Pacific Wax Myrtle	5 gal.	MOD	78
Phlomis fruiticosa	Jerusalum Sage	5 gal.	LOW	16
Phormium 'Amazing Red'	New Zealand Flax	5 gal.	LOW	210
Phormium 'Maori Maiden'	New Zealand Flax	5 gal.	LOW	80
Phormium 'Pink Stripe'	New Zealand Flax	5 gal.	LOW	24
Phormium 'Tricolor'	New Zealand Flax	5 gal.	LOW	168
Polystichum munitum	Western Sword Fern	1 gal.	MOD	250
Rhamnus c. 'Eve Case'	Coffeeberry	5 gal.	LOW	250
Rhamnus c. 'Mound San Bruno'	Coffeeberry	5 gal.	LOW	180
Ribes sanguineum	Flowering Currant	5 gal.	MOD	20
Rosa meidiland	Carpet Rose	2 gal.	MOD	450
Rosmarinus o. 'Gold Dust'	Rosemary	5 gal.	LOW	216
Sisyrinchium b. 'Greyhound Rock'	Blue-eyed Grass	1 gal.	LOW	680
Salvia clevelandii	Cleveland Sage	5 gal.	LOW	80
Salvia leucantha 'Santa Barbara'	Mexican Sage	5 gal.	LOW	200
Salvia 'Hot Lip'	Hot Lip Sage	1 gal.	LOW	120
Teucrium fruticans 'Compactum'	Bush Germander	5 gal.	LOW	180
Tibouchina chinensis	Princess Flower	15 gal.	MOD	15

GRASSES

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
Carex tumulicola	Berkeley Sage	1 gal.	LOW	12105
Muhlenbergia rigens	Deer Grass	1 gal.	LOW	140
Juncus patens	California Grey Rush	1 gal.	LOW	3045

EXHIBIT B



IRRIGATION ZONE LEGEND

AREA	SYMBOL	DESCRIPTIONS
51,300 S.F.		DRIP IRRIGATION ZONE FOR SHRUBS AND PERENNIALS, TYPICAL AT FRONT YARDS
51,000 S.F.		DRIP IRRIGATION ZONE FOR SHRUBS AND PERENNIALS, TYPICAL AT PARKWAY STRIPS

NOTES:
1. ALL BACK FLOW DEVICES TO BE SCREENED FROM VIEW WHILE ALLOWING ACCESS TO THEM, TYP.
2. ALL UTILITY BOXES TO BE SCREENED FROM VIEW W/ 5 GALLON SHRUBS WHILE ALLOWING ACCESS TO THEM, TYP.

ESTIMATED WATER USE

Water calculation worksheet for the Model Water Efficienct Landscape Ordinance AB 1881

Total Landscape Area (sf)	102,300	KL	Landscape Coefficient			Eto	Referenced Evapotranspiration Rate		
Special Landscape Area (SLA)	0	Ks	Species Factor			0.7	ET Adjustment factor		
Historical Eto for project city	47.2	Kd	Density Factor			LA	Total Landscape area		
Turf Rotor Efficiency	0.70	Kmc	Microclimate Factor			0.62	Conversion factor to gallons		
Flood bubbler Irrigation Efficiency	0.90	IE	Irrigation Efficiency			SLA	Special Landscape Area		
Spray irrigation Efficiency	0.70								
Drip Irrigation Efficiency	0.90	MAWA = (ETo)(0.62)[0.7 x LA + 0.3 x SLA]							
Stream Spray Efficiency	0.75								
		ETWU = (ETo)(0.62) [(KLxHA / IE) + SLA]							
Maximum Applied Water Use (MAWA)									
	Eto	Conversion	ET	LA	0.3	SLA			Gallons per year
Total landscape area	47.2	0.62	0.7	102,300	0.3	0			2,095,595
MAXIMUM APPLIED WATER ALLOWANCE									**2,095,595**
Estimated Total Water Use (ETWU)									
Hydrozone & Irrigation method	Area (sf)	Eto	Ks	Kd	Kmc	KL	IE	Conversion	Gallons per year
Moderate water use with drip irrigation	102,300	47.2	0.5	1	1	0.5	0.9	0.62	1,663,171
Total area	102,300								
TOTAL WATER APPLIED									**1,663,171**
Difference between MAWA & ETWU									**432,424**
% ETWU is under MAWA									**20.6%**

IRRIGATION STATEMENT

1) THE IRRIGATION SYSTEM SHALL BE DESIGNED WITH WATER CONSERVATION IN MIND WHILE ACHIEVING THE GOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF SPRAY IRRIGATION TO THE TURF AREA AT A MINIMUM OF 8' WIDE AND DRIP IRRIGATION TO SHRUBS/GROUNDCOVER AREAS LESS THAN 8' WIDE AND BUBBLERS TO THE TREES.

2) THE SPRAY SYSTEM SHALL BE TORO SPRAY HEADS WITH PRESSURE COMPENSATING NOZZLES IN A HEAD TO HEAD LAYOUT TO ACHIEVE AN EVEN LEVEL OF PRECIPITATION THROUGHOUT THE IRRIGATION SYSTEM.

3) A STATE-OF-THE-ART IRRIGATION CONTROLLER SHALL BE SPECIFIED FOR THIS PROJECT TO CONTROL THE WATER ALLOCATED TO EACH VALVE GROUPED PER INDIVIDUAL HYDROZONE (BASED ON PLANT TYPE AND EXPOSURE).

0 70 140 280ft

EXHIBIT B



AFTER



BEFORE



GATES +ASSOCIATES

GARAVENTA HILLS LIVERMORE, CALIFORNIA

PHOTOSIMULATION 1 - FROM KNOLL COURT LOOKING WEST

AUGUST 2018

PD-12



AFTER: 7 YEARS AFTER INSTALLATION



AFTER: AT INSTALLATION



BEFORE





AFTER



BEFORE





AFTER



BEFORE





AFTER



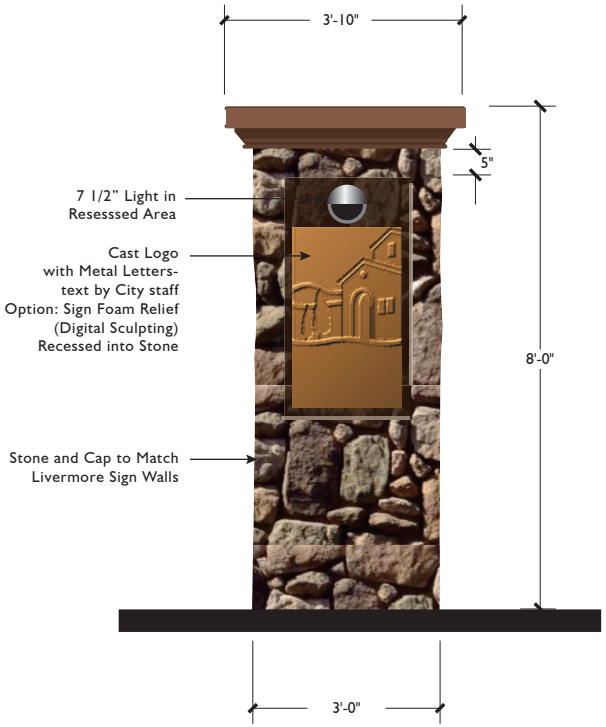
BEFORE



AFTER: ENLARGEMENT

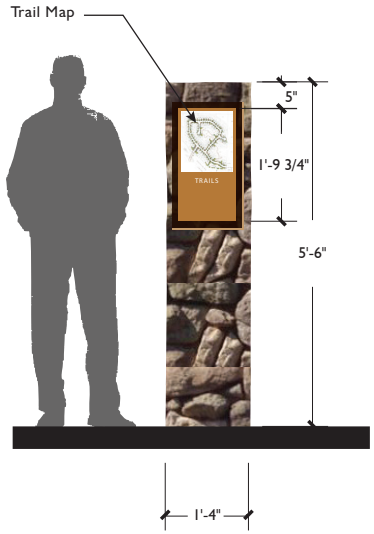


EXHIBIT B

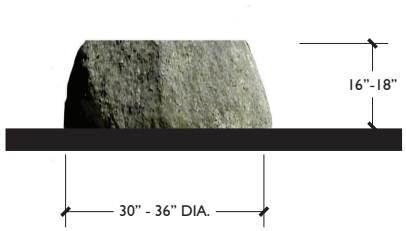


MONOLITH AT MAIN ENTRY

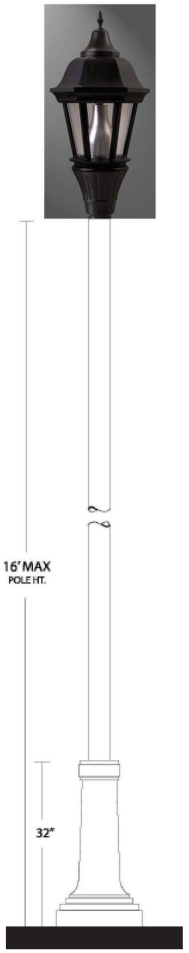
Scale: 1/2" = 1'-0"



MONOLITH AT TRAIL



GRANITE SEAT PAD
at ROCK OUTCROPS



POST STREET LIGHT

EXHIBIT B



Plan 1A	Plan 2B	Plan 3C	Plan 4B	Plan 5B
Spanish	Farmhouse	Villa	Farmhouse	Farmhouse

Conceptual Streetscene

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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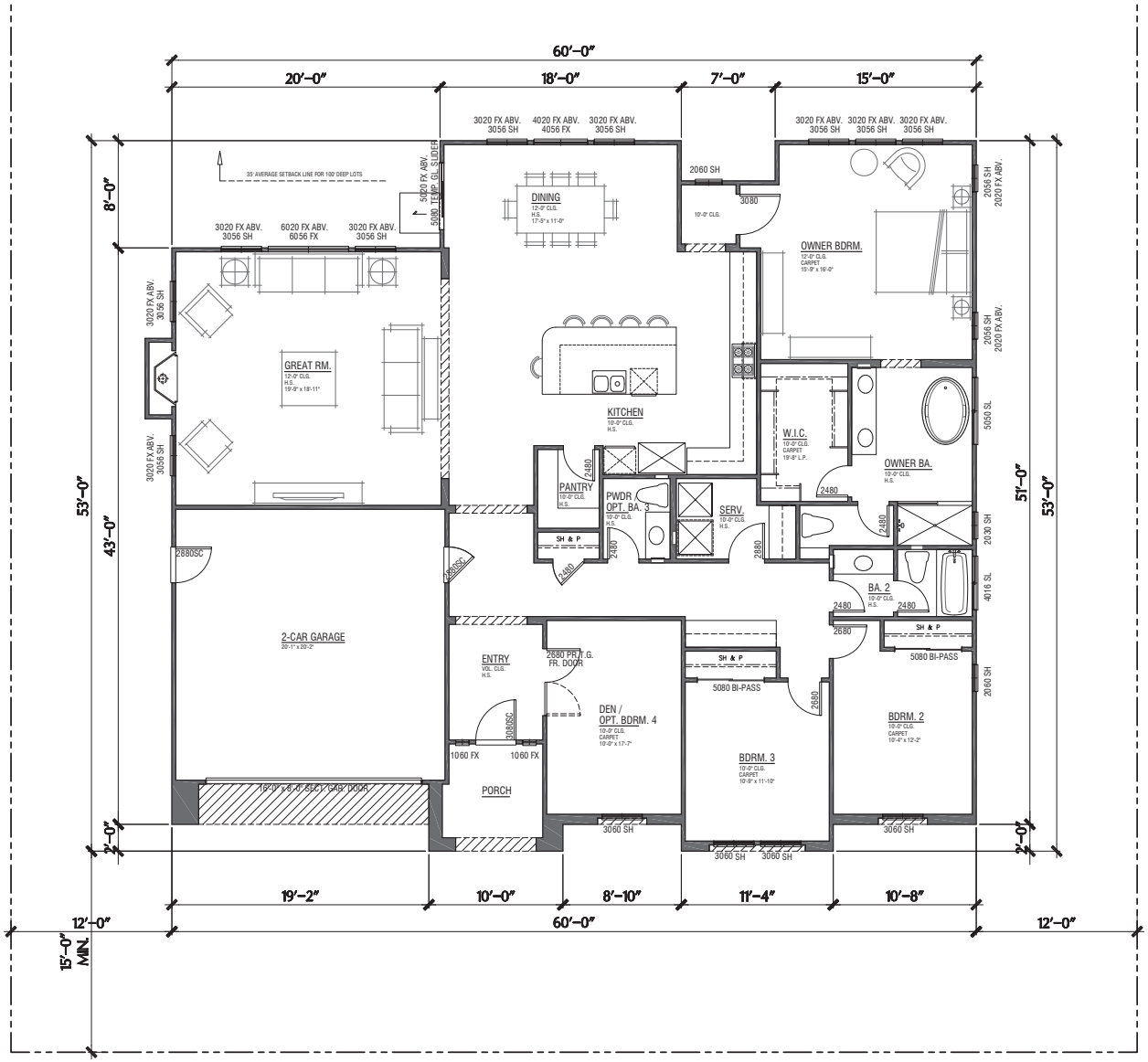
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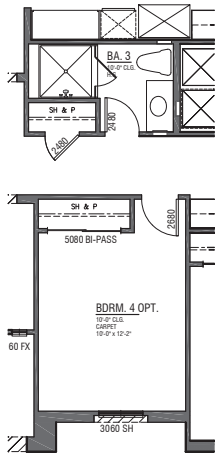
SS

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EXHIBIT B





Bedroom & Bath 3 Opt.

Plan 1

2,391 SF Total
4 Bdrm / 2.5 Bath
2-Car Garage

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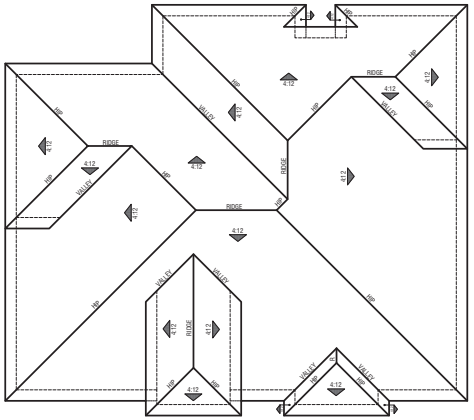
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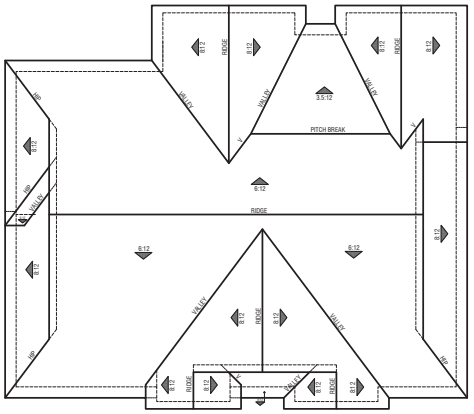
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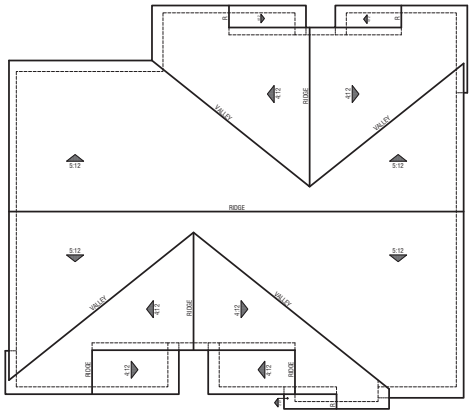
EXHIBIT B



Elevation C
Villa



Elevation B
Farmhouse



Elevation A
Spanish

Plan 1
Roof Plans

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0 8 16 24

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A1.2

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EXHIBIT B



Elevation A
Spanish



Elevation B
Farmhouse

Plan 1
Front Elevations

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A1.3
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EXHIBIT B



Elevation C
Villa

Plan 1
Front Elevations

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 1

Elevation A - Spanish

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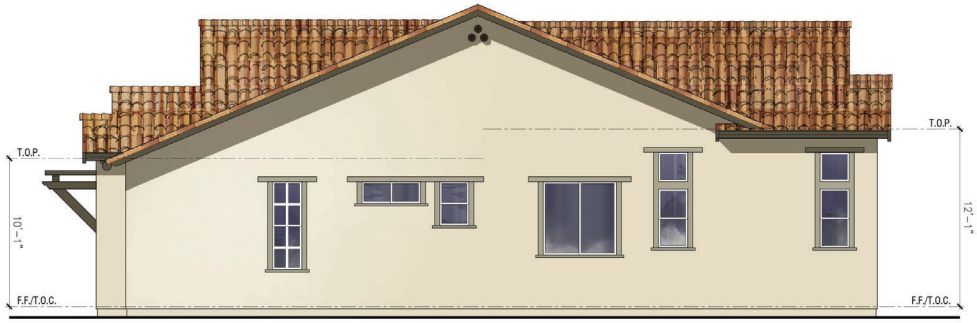
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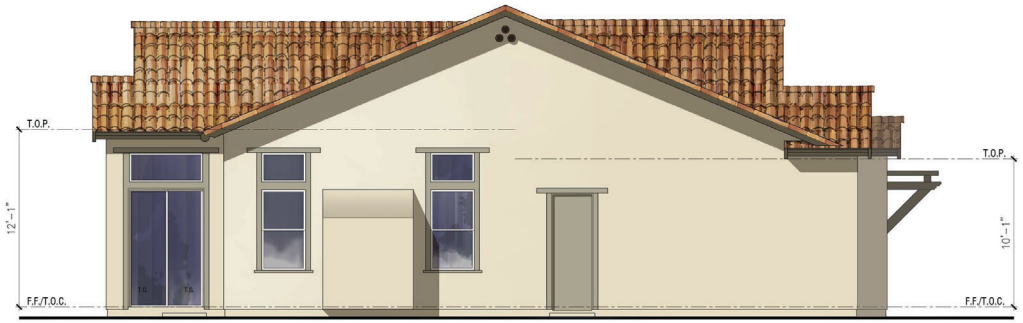
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EXHIBIT B



Right Elevation



Left Elevation

Plan 1

Elevation A - Spanish

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 1

Elevation B - Farmhouse

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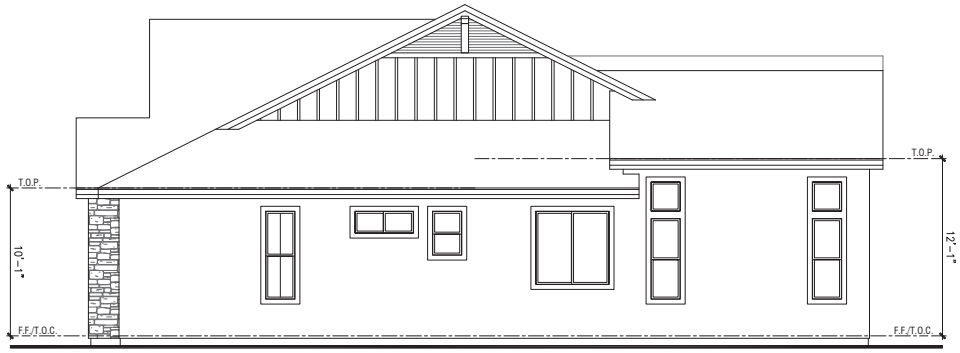
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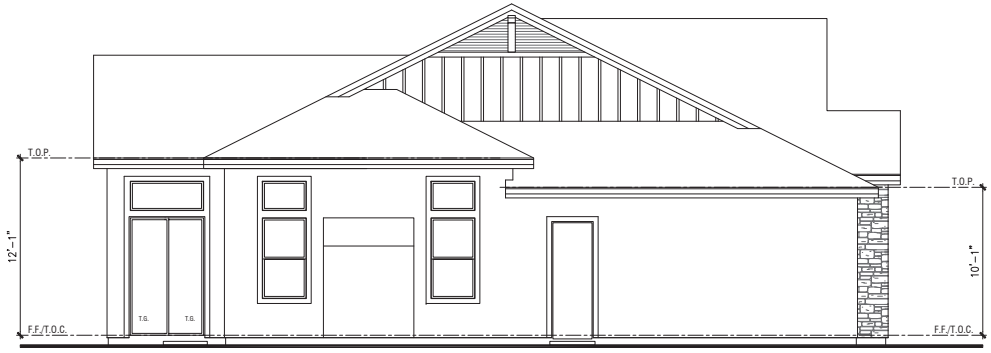
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EXHIBIT B



Right Elevation



Left Elevation

Plan 1

Elevation B - Farmhouse

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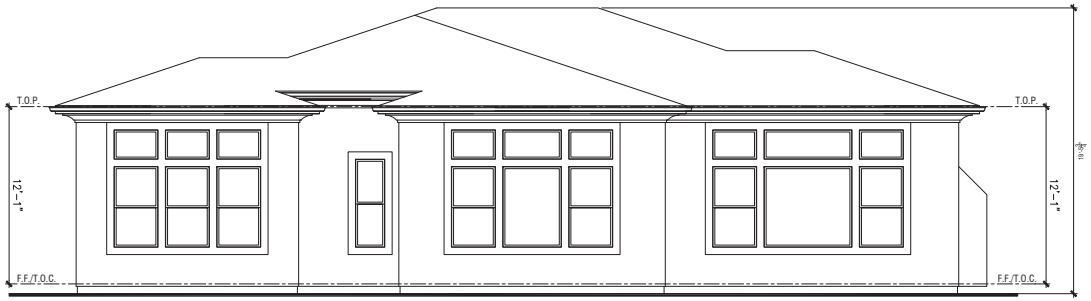
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A1.8

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 1

Elevation C - Villa

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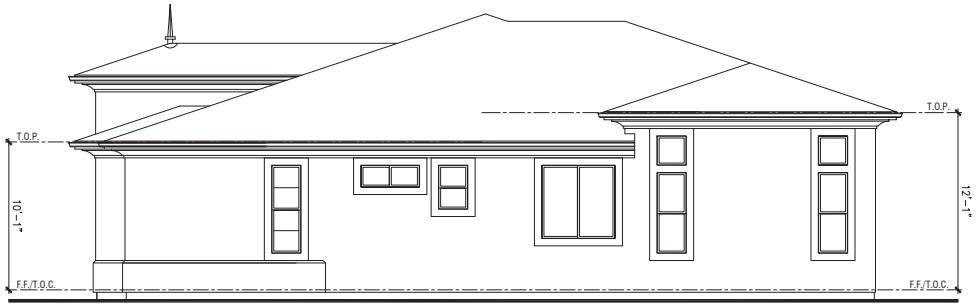
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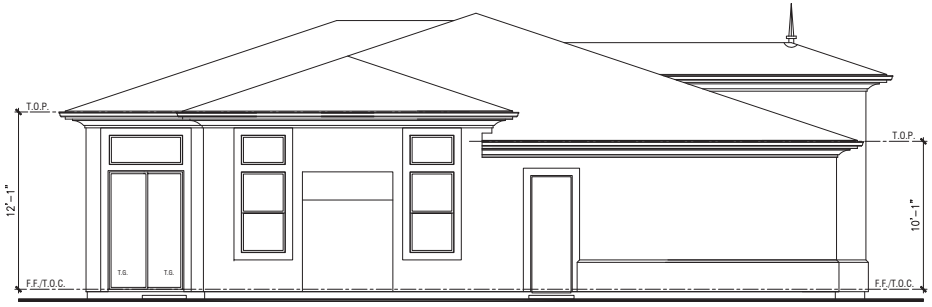
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EXHIBIT B



Right Elevation



Left Elevation

Plan 1

Elevation C - Villa

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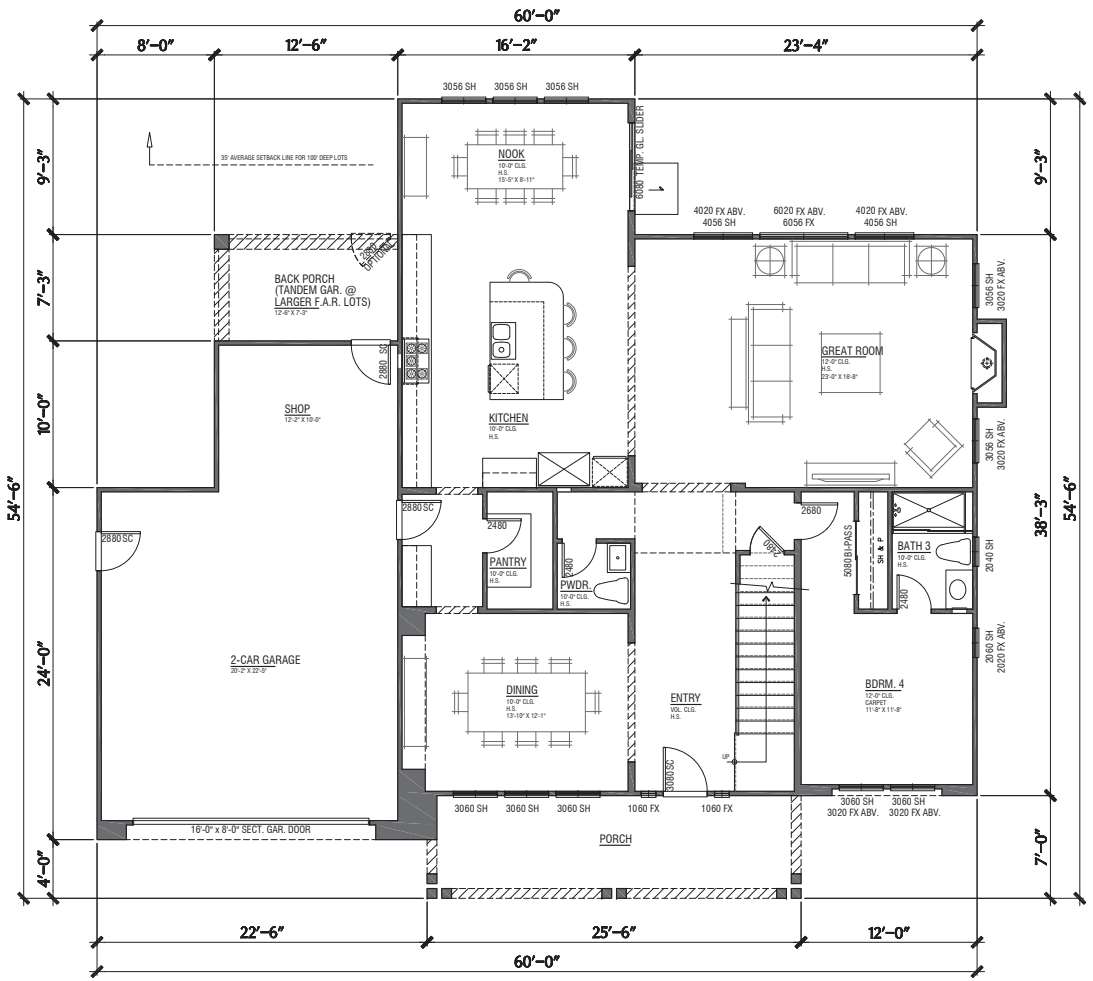
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A1.10

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EXHIBIT B



First Floor
1,670 SF

Garaventa

Livermore, CA
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Plan 2

2,830 SF Total
4 Bdrm / 3.5 Bath
2-Car Garage

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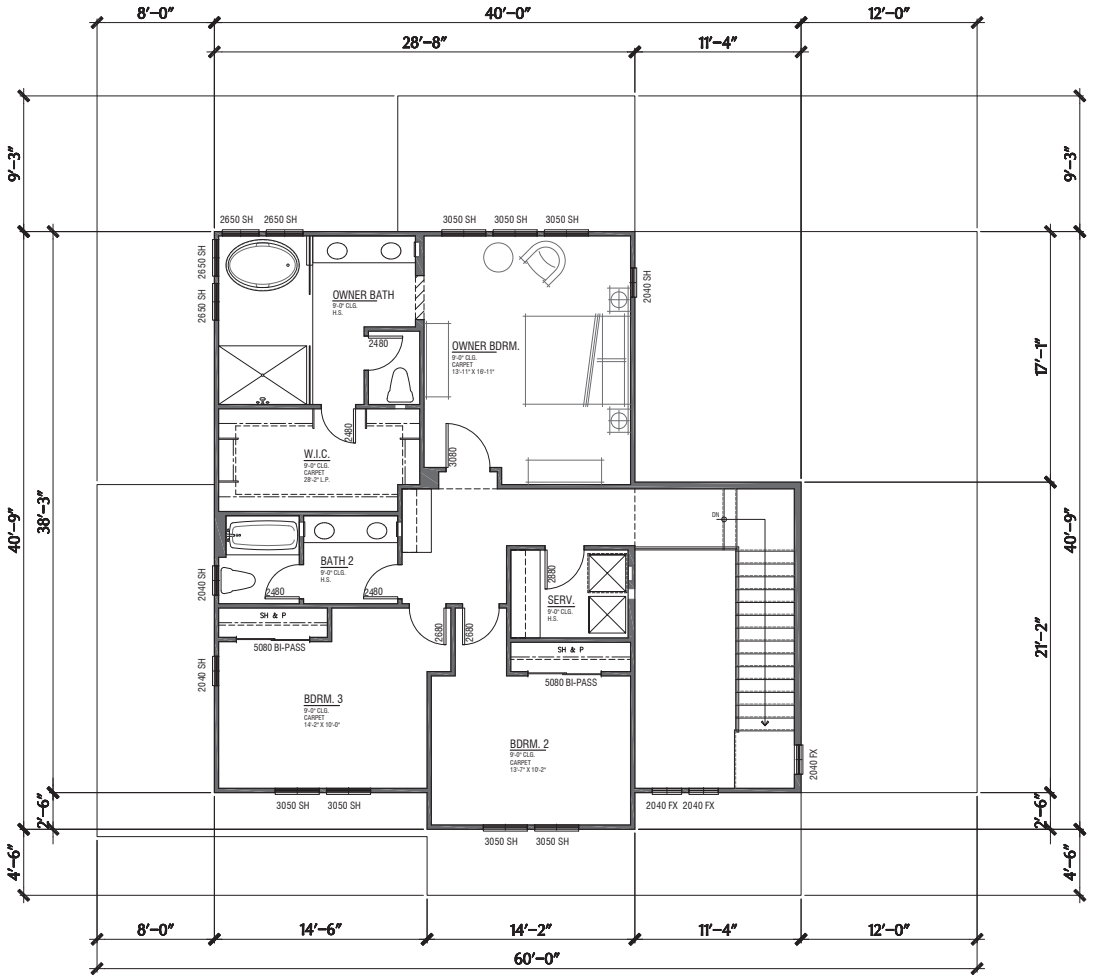
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EXHIBIT B



Second Floor
1,160 SF

Plan 2

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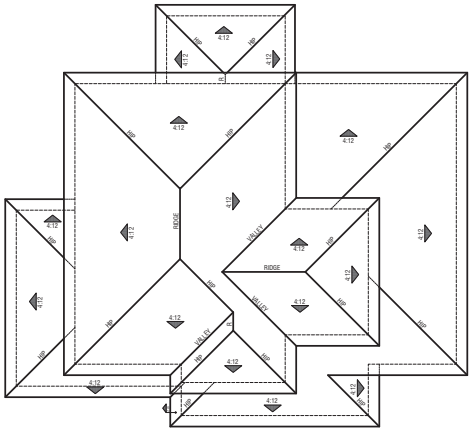
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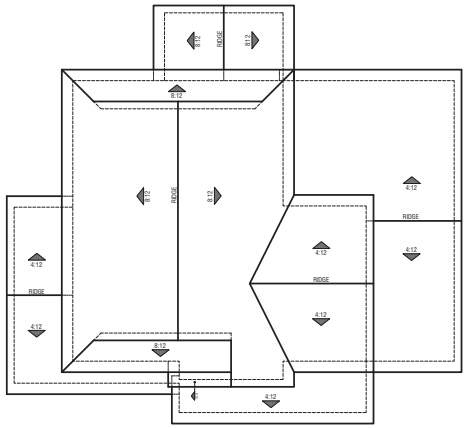
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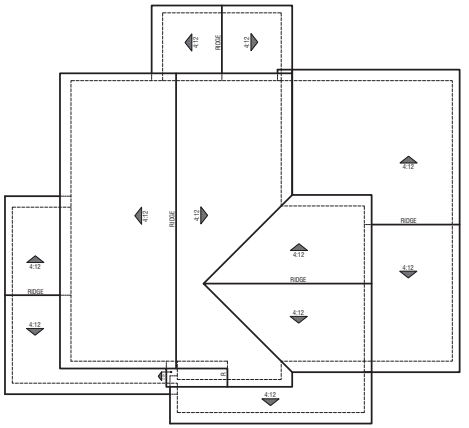
EXHIBIT B



Elevation C
Villa



Elevation B
Farmhouse



Elevation A
Spanish

Plan 2
Roof Plans

Garaventa
Livermore, CA
Lafferty Communities, Inc.

0 8 16 24

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A2.3

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EXHIBIT B



Elevation A
Spanish



Elevation B
Farmhouse

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Plan 2

Front Elevations

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A2.4

2017133

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EXHIBIT B



Elevation C
Villa

Plan 2
Front Elevations

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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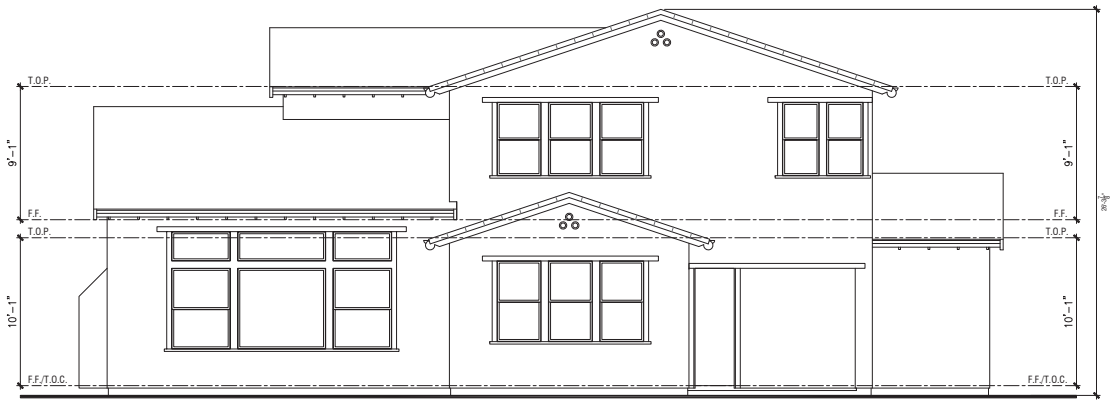
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A2.5
2017133

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 2

Elevation A - Spanish

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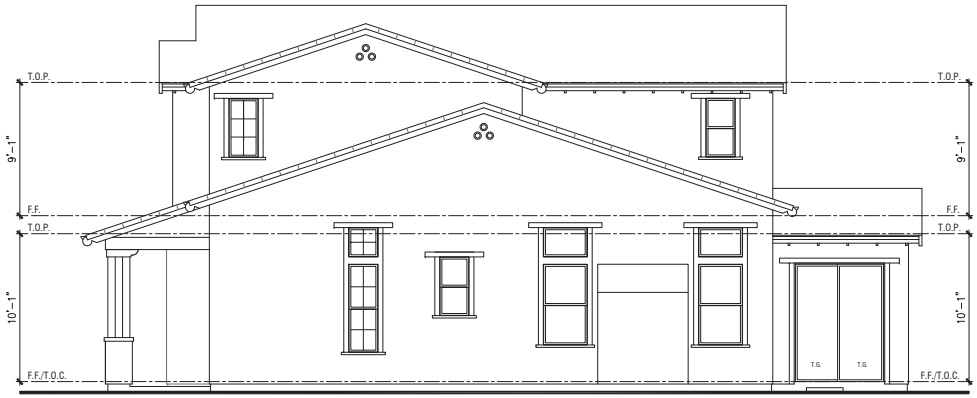
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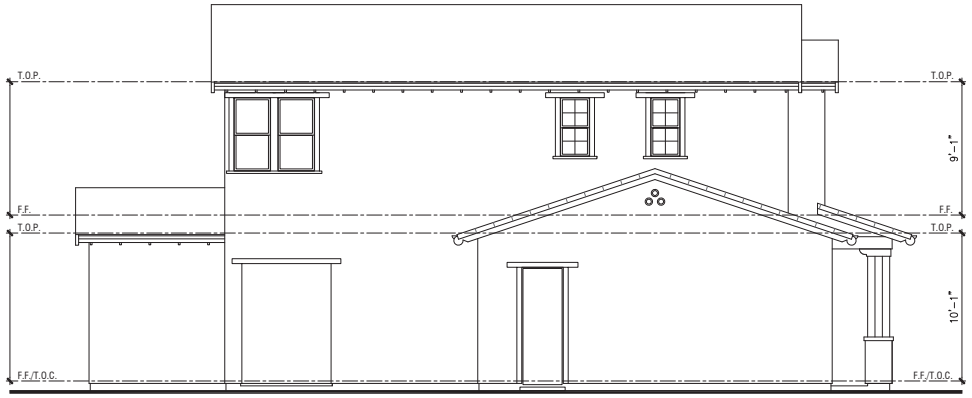
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EXHIBIT B



Right Elevation



Left Elevation

Plan 2

Elevation A - Spanish

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A2.7

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 2

Elevation B - Farmhouse

Garaventa

Livermore, CA

Lafferty Communities, Inc.

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A2.8

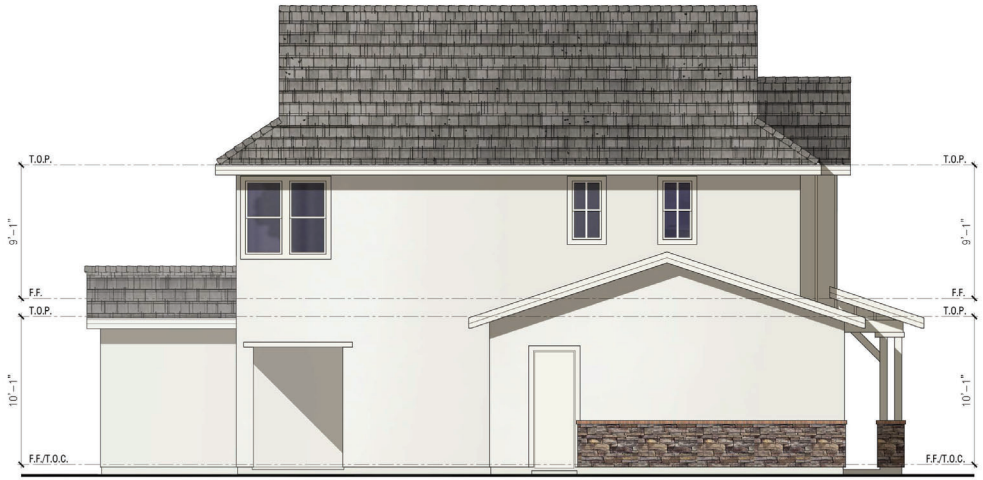
2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Right Elevation



Left Elevation

Garaventa

Livermore, CA
Lafferty Communities, Inc.

Plan 2
Elevation B - Farmhouse

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A2.9
2017133

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 2

Elevation C - Villa

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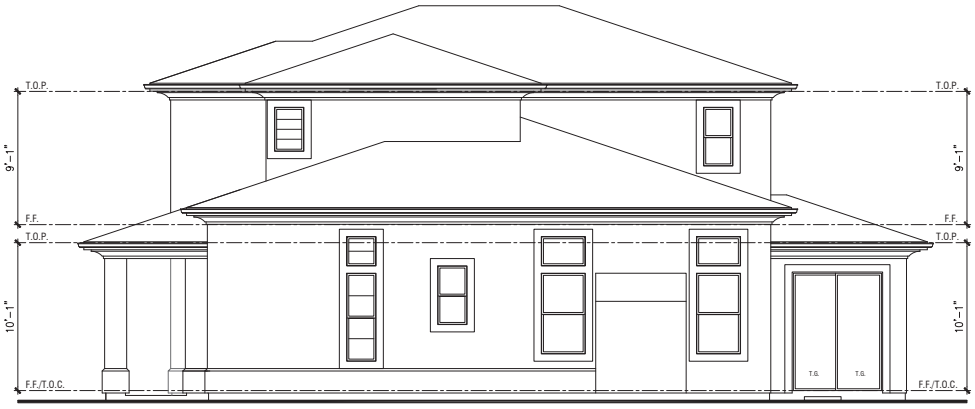
July 23, 2018

A2.10

2017133

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EXHIBIT B



Right Elevation



Left Elevation

Plan 2

Elevation C - Villa

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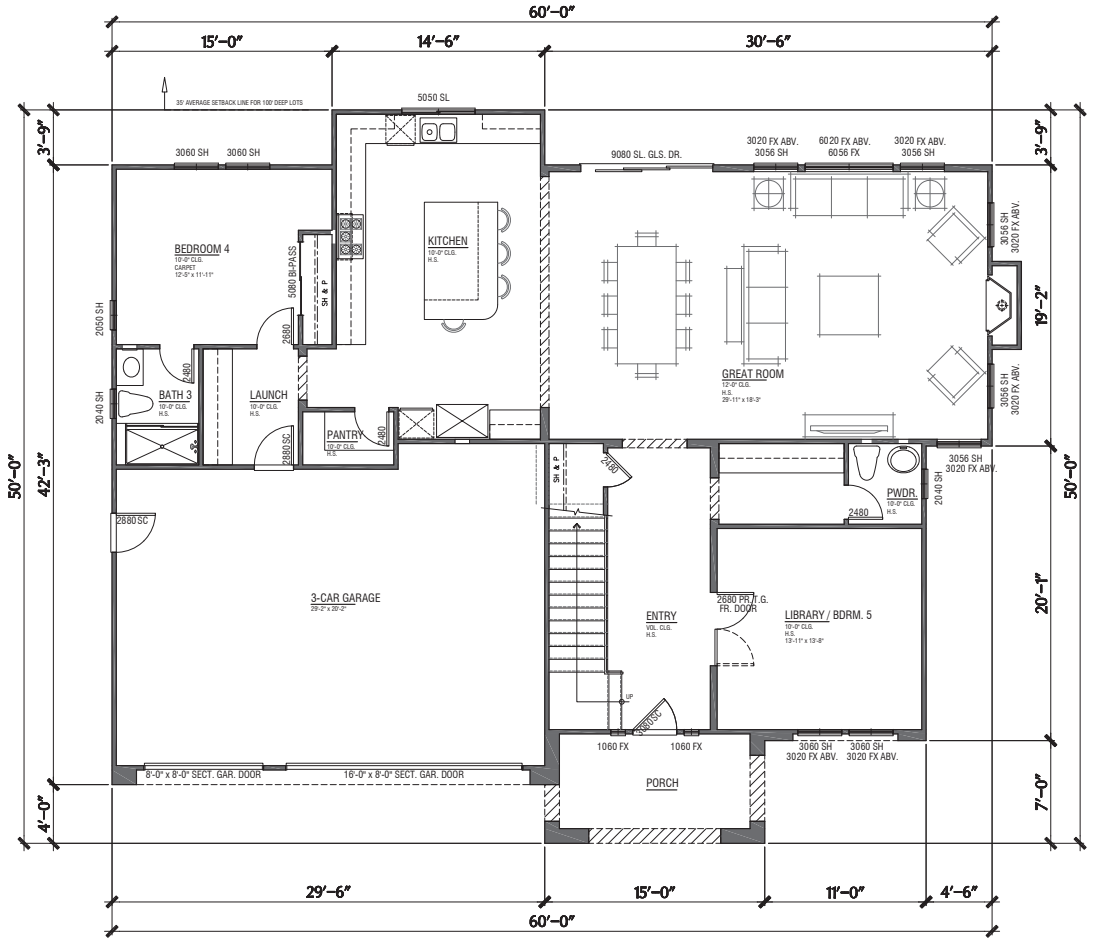
July 23, 2018

A2.11

2017133

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EXHIBIT B



First Floor
1,761 SF

Garaventa

Livermore, CA
Lafferty Communities, Inc.

Plan 3

2,940 SF Total
4 Bdrm / 3.5 Bath / Library
2-Car Garage

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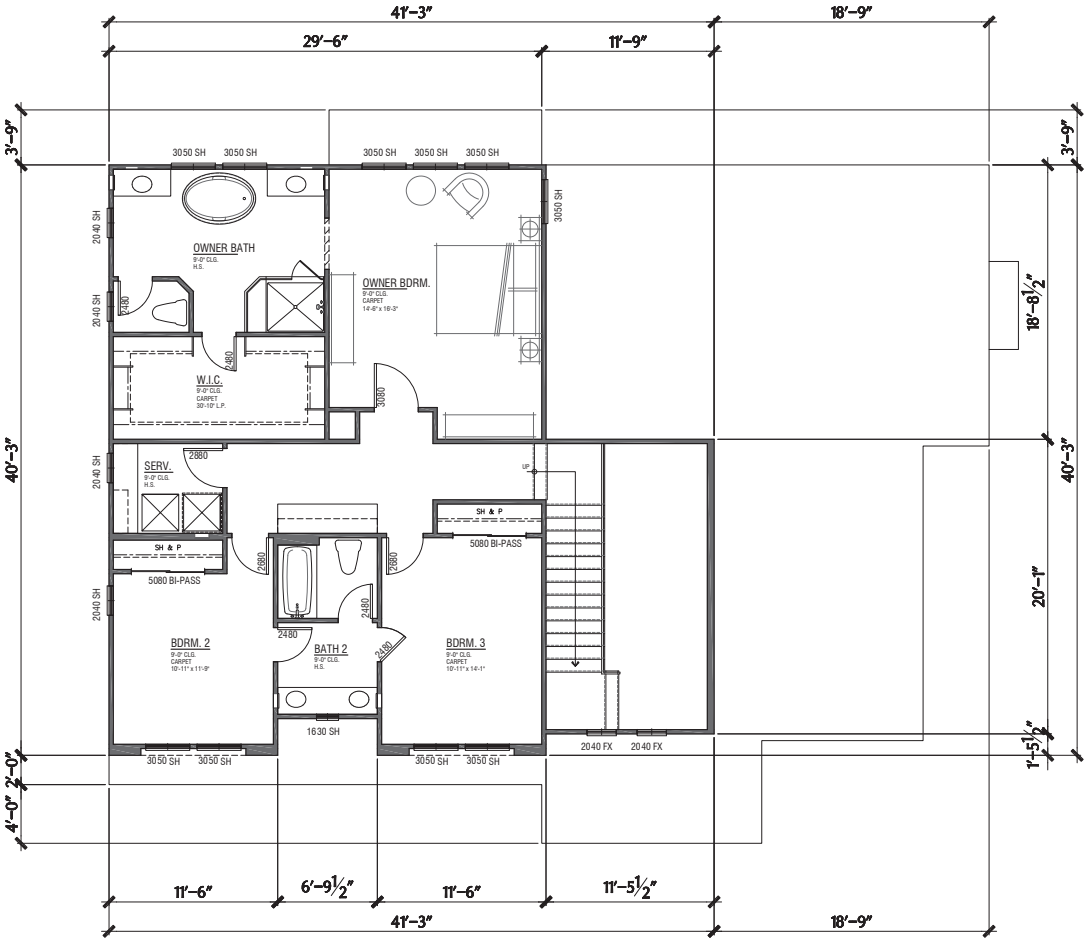
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July 23, 2018
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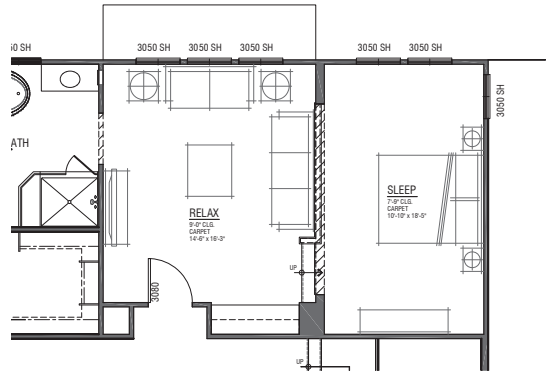
2017133 - Garaventa - Livermore, CA

EXHIBIT B

EXHIBIT B



Second Floor
1,179 SF



Owner Bdrm. Opt.
+214 SF

Plan 3

Garaventa

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Lafferty Communities, Inc.

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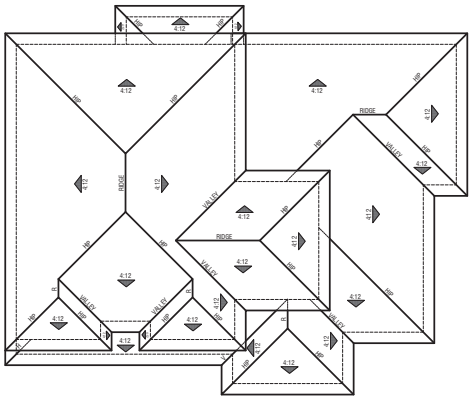
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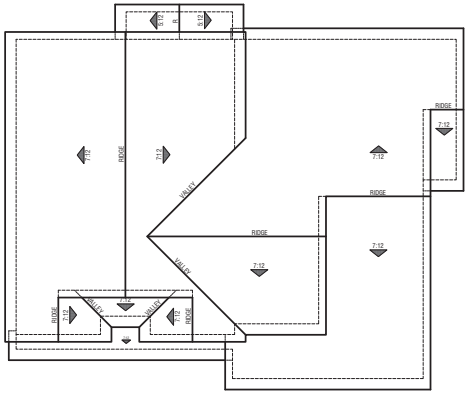
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2017133 - Garaventa - Livermore, CA

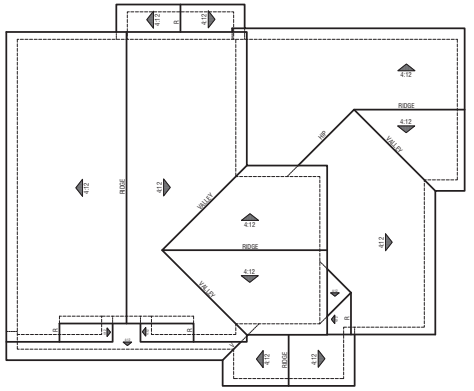
EXHIBIT B



Elevation C
Villa



Elevation B
Farmhouse



Elevation A
Spanish

Plan 3
Roof Plans

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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EXHIBIT B



Elevation A
Spanish



Elevation B
Farmhouse

Plan 3
Front Elevations

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A3.4
2017133

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EXHIBIT B



Elevation C
Villa

Plan 3
Front Elevations

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A3.5
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EXHIBIT B



Rear Elevation



Front Elevation

Plan 3

Elevation A - Spanish

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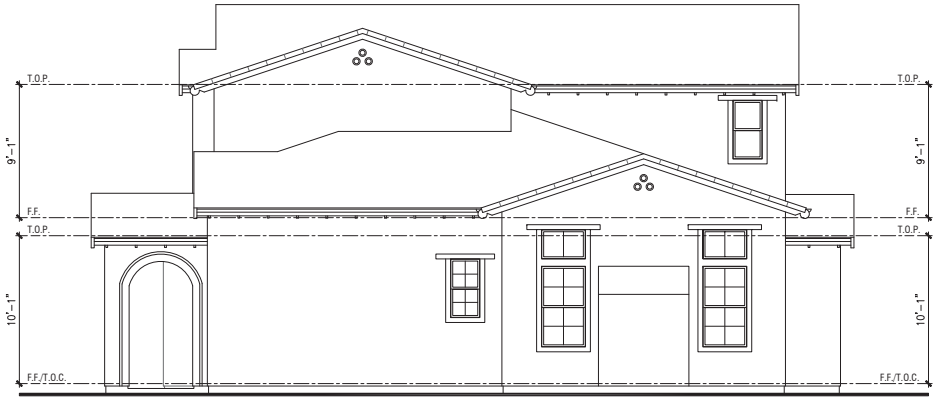
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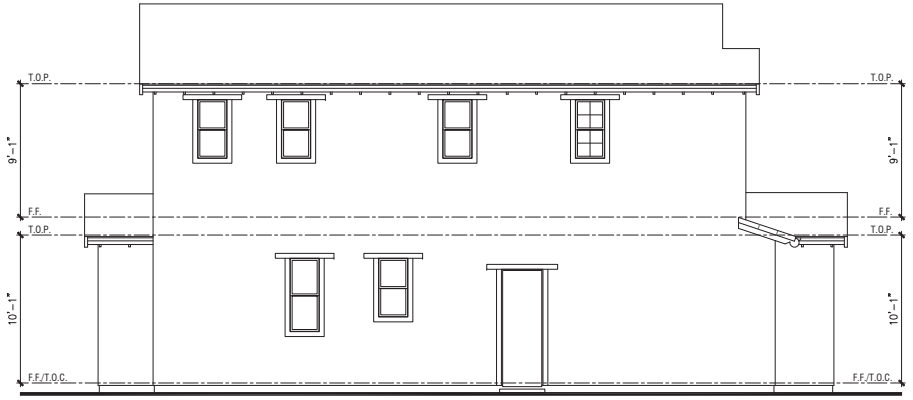
2017133

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EXHIBIT B



Right Elevation



Left Elevation

Plan 3

Elevation A - Spanish

Garaventa

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A3.7

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 3

Elevation B - Farmhouse

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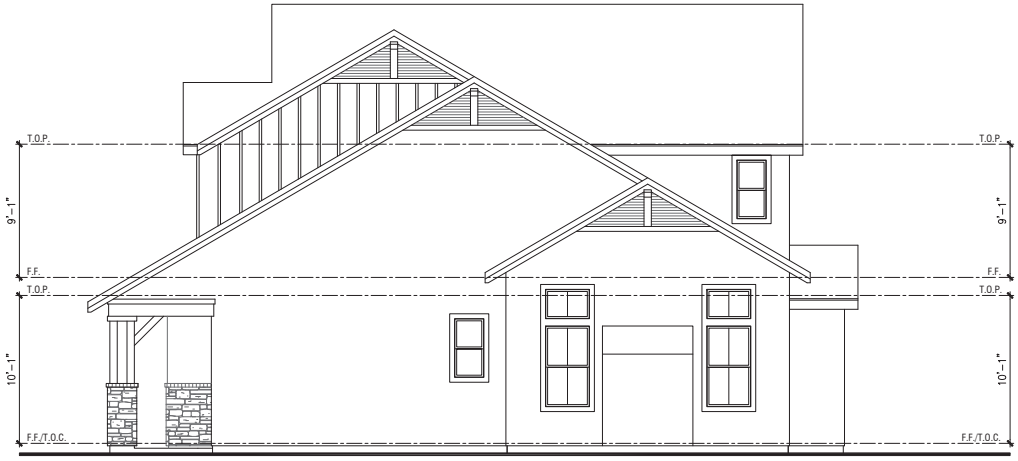
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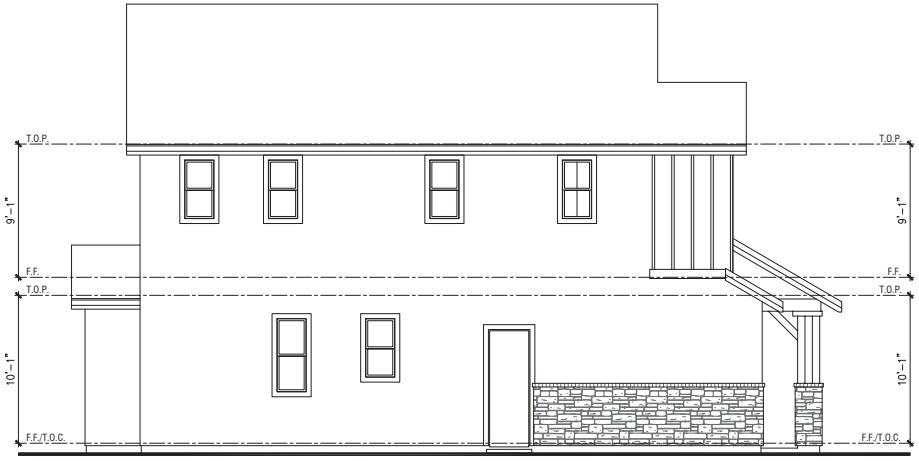
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EXHIBIT B



Right Elevation



Left Elevation

Plan 3

Elevation B - Farmhouse

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A3.9

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 3

Elevation C - Villa

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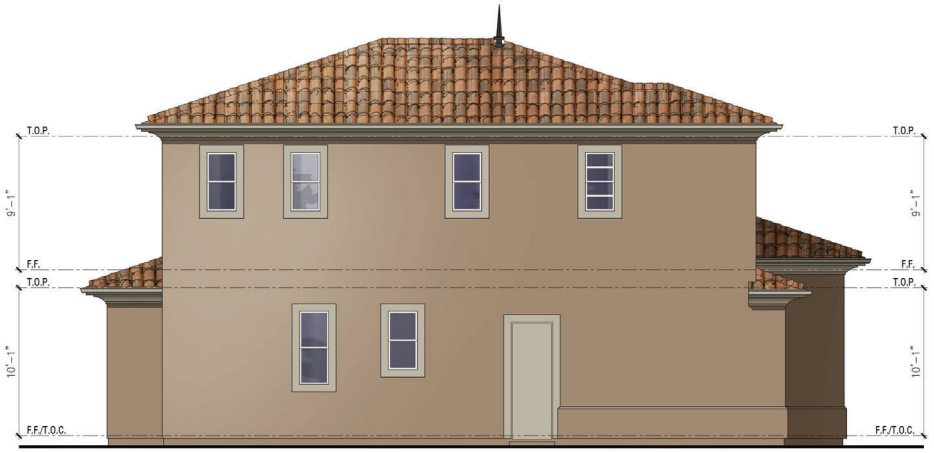
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EXHIBIT B



Right Elevation



Left Elevation

Plan 3

Elevation C - Villa

Garaventa

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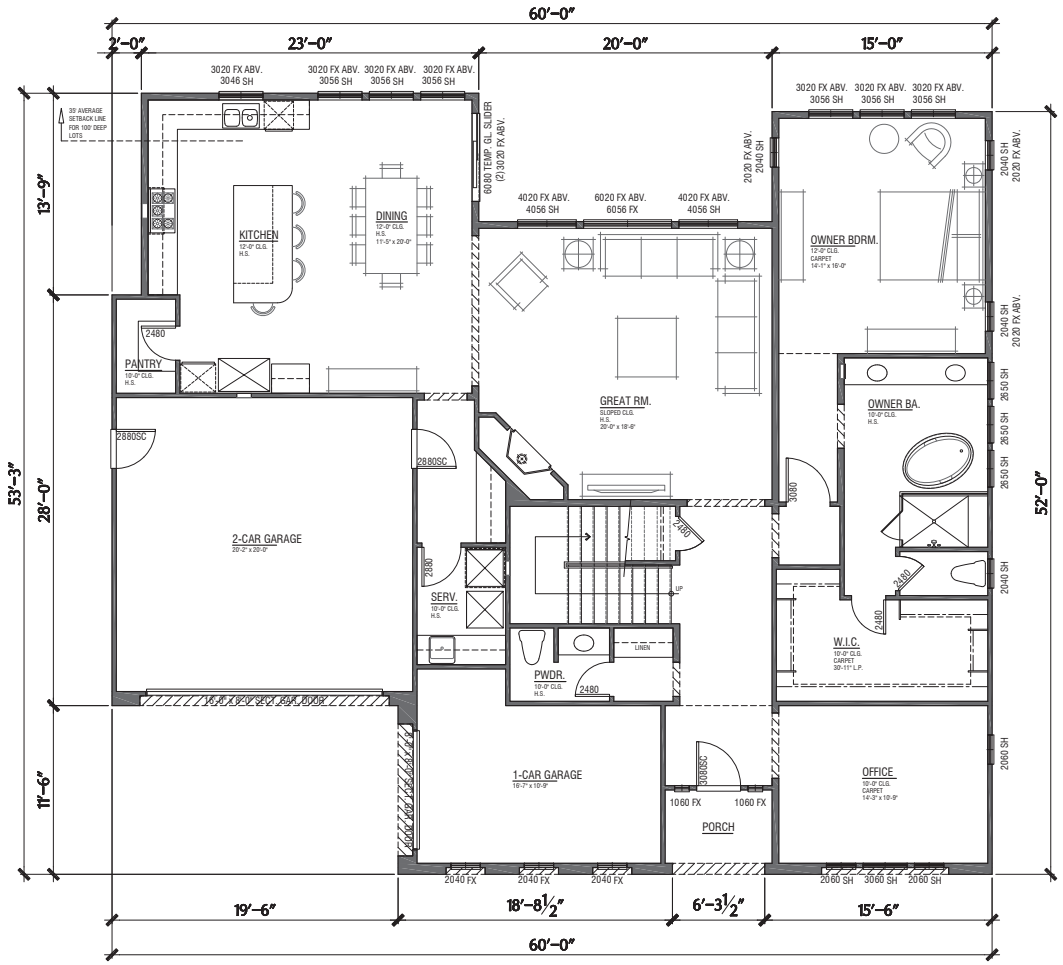
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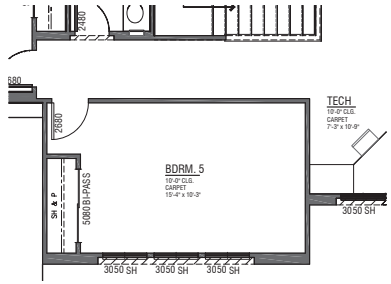
2017133

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EXHIBIT B



First Floor
2,053 SF



Bdrm. 5 Opt.

Plan 4

3,150 SF Total
4 Bdrm / 3.5 Bath / Office
2-Car Garage / 1-Car Compact Garage

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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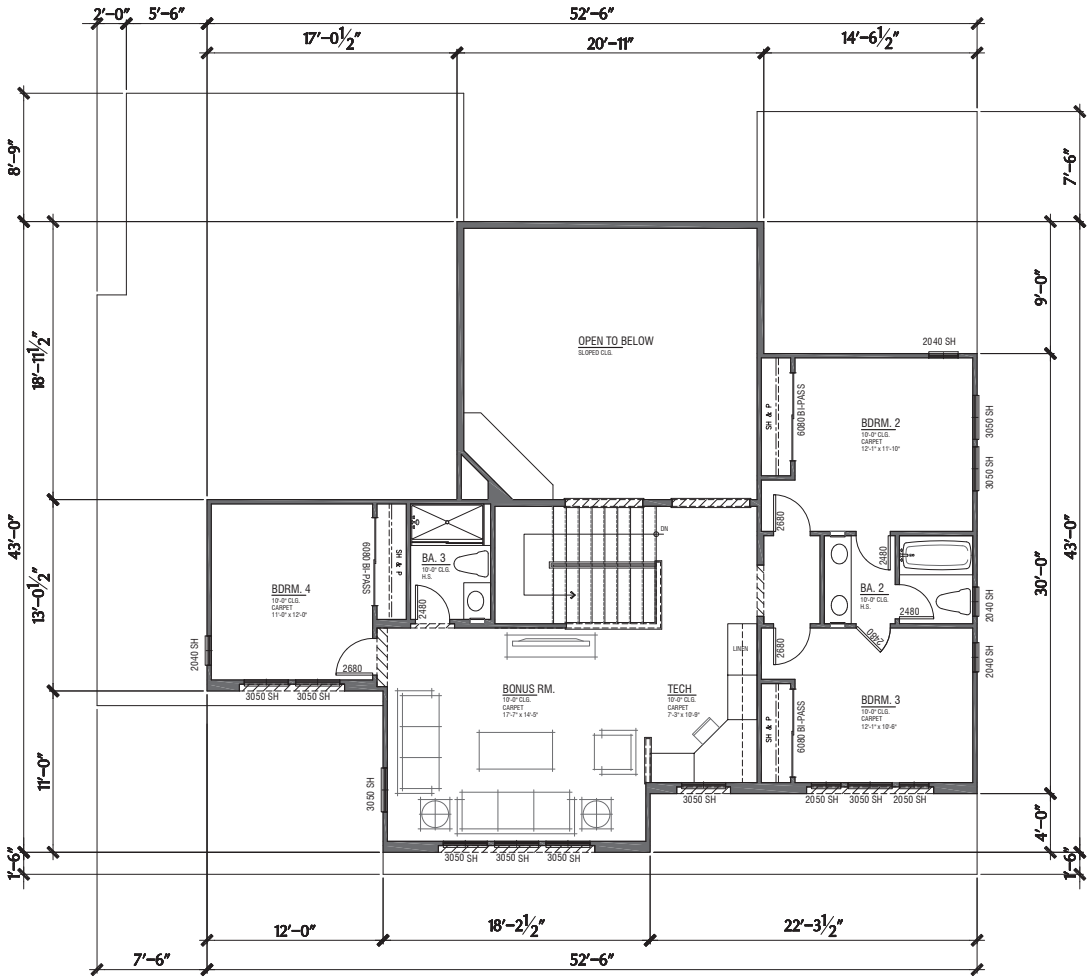
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A4.1

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EXHIBIT B



Second Floor
1,097 SF

Plan 4

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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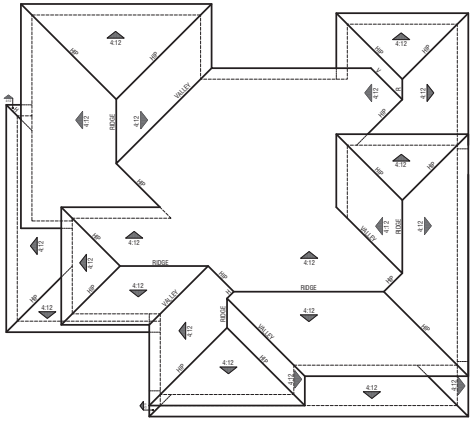
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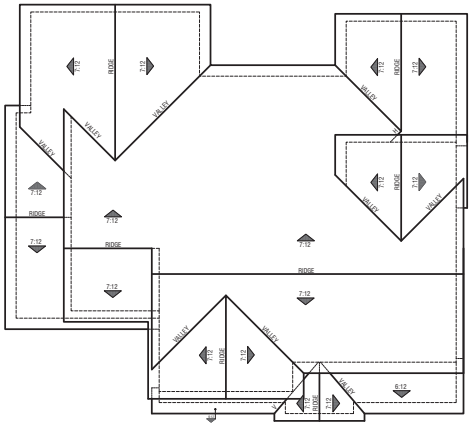
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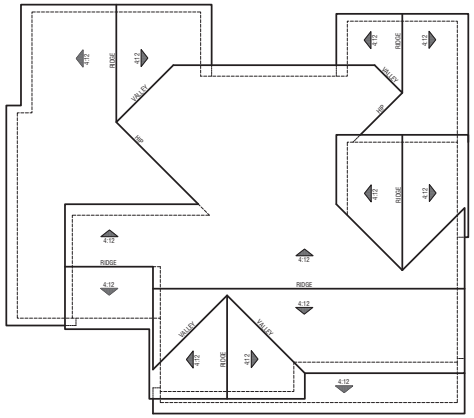
EXHIBIT B



Elevation C
Villa



Elevation B
Farmhouse



Elevation A
Spanish

Plan 4
Roof Plans

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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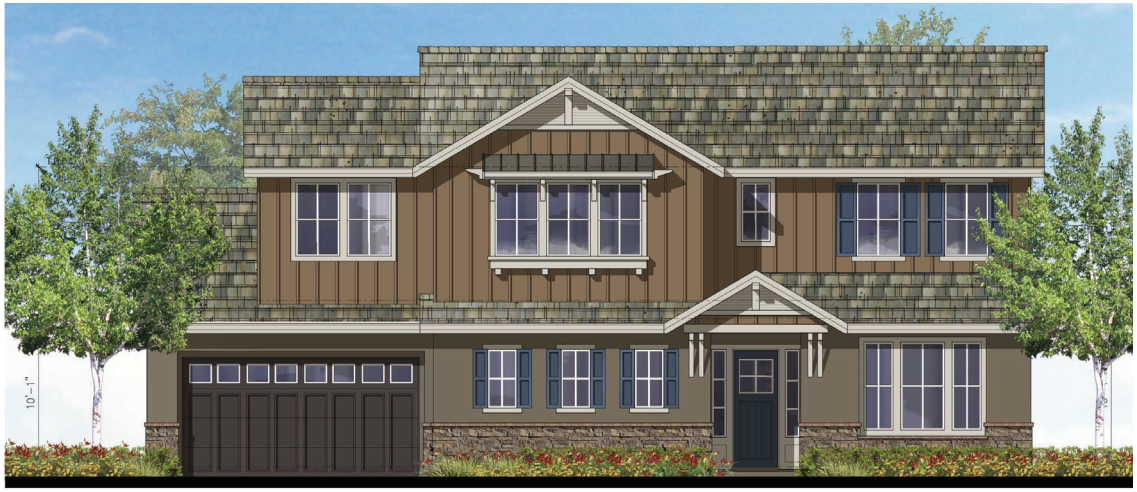
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Elevation A
Spanish



Elevation B
Farmhouse

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Livermore, CA
Lafferty Communities, Inc.

Plan 4

Front Elevations

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A4.4

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EXHIBIT B



Elevation C
Villa

Plan 4
Front Elevations

Garaventa

Livermore, CA
Lafferty Communities, Inc.

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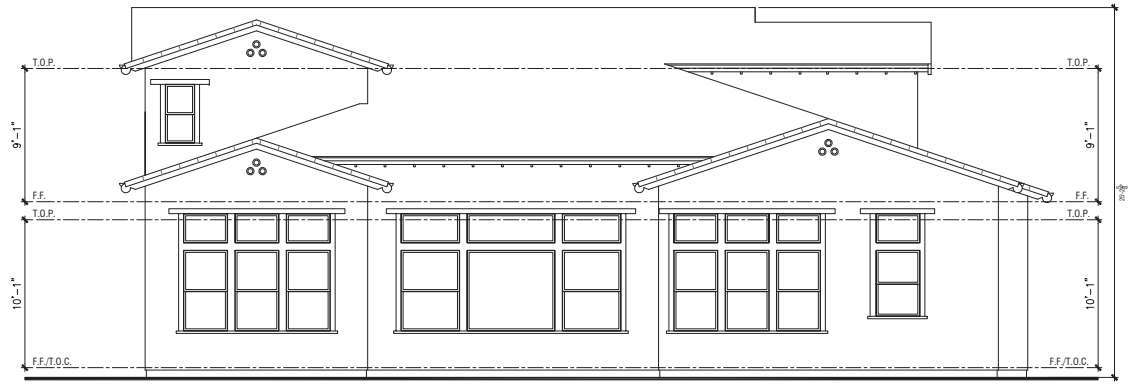
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A4.5
2017133

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EXHIBIT B



Rear Elevation



Front Elevation

Plan 4

Elevation A - Spanish

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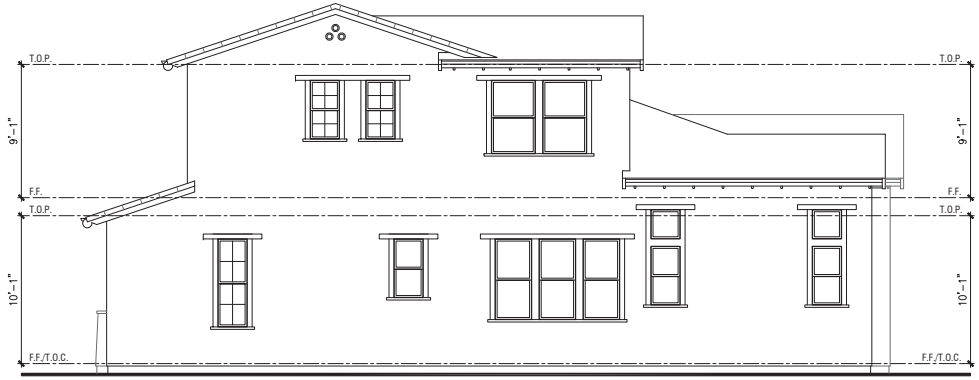
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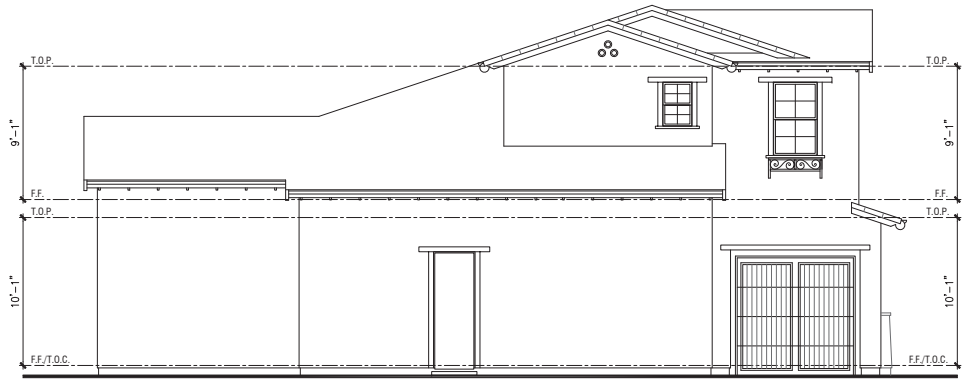
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EXHIBIT B



Right Elevation



Left Elevation

Plan 4

Elevation A - Spanish

Garaventa

Livermore, CA

Lafferty Communities, Inc.

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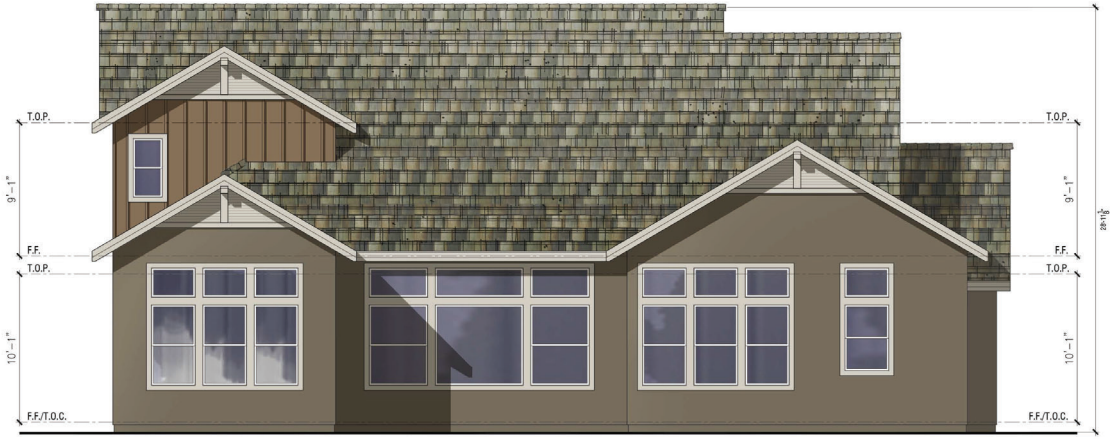
July 23, 2018

A4.7

2017133

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EXHIBIT B



Rear Elevation



Front Elevation

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Livermore, CA
Lafferty Communities, Inc.

Plan 4

Elevation B - Farmhouse

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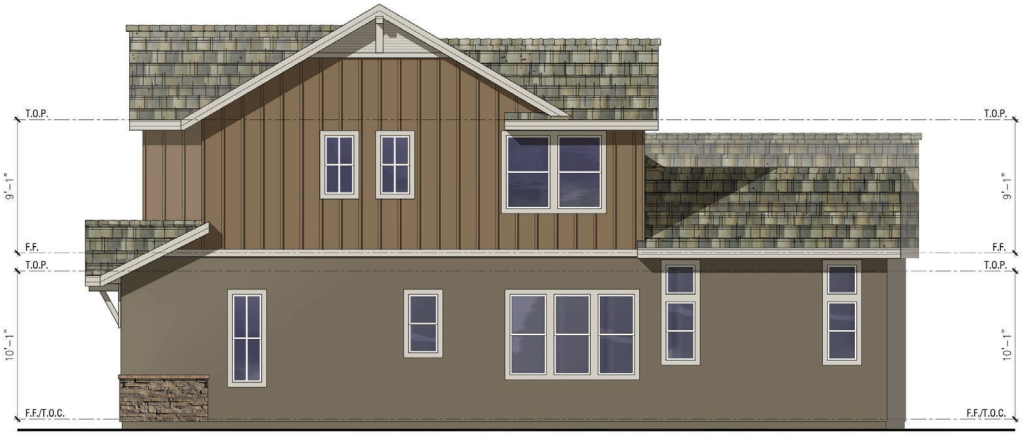
July 23, 2018

A4.8

2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Right Elevation



Left Elevation

Plan 4

Elevation B - Farmhouse

Garaventa

Livermore, CA

Lafferty Communities, Inc.

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July 23, 2018

A4.9

2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Rear Elevation



Front Elevation

Plan 4

Elevation C - Villa

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July 23, 2018

A4.10

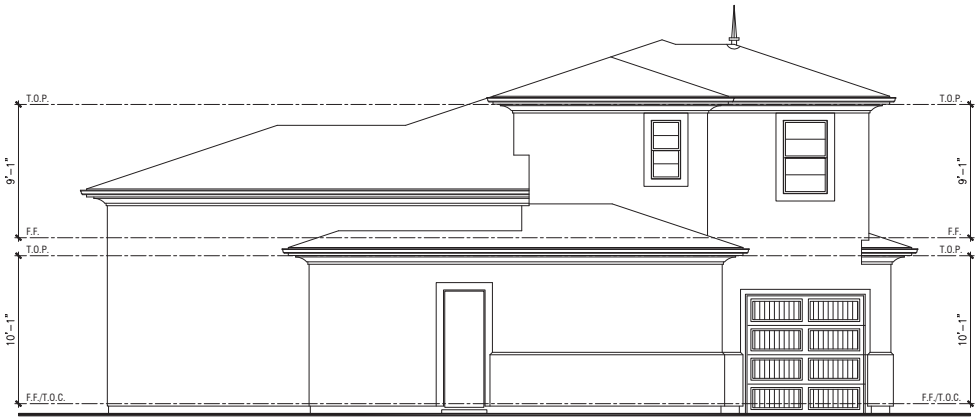
2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Right Elevation



Left Elevation

Plan 4

Elevation C - Villa

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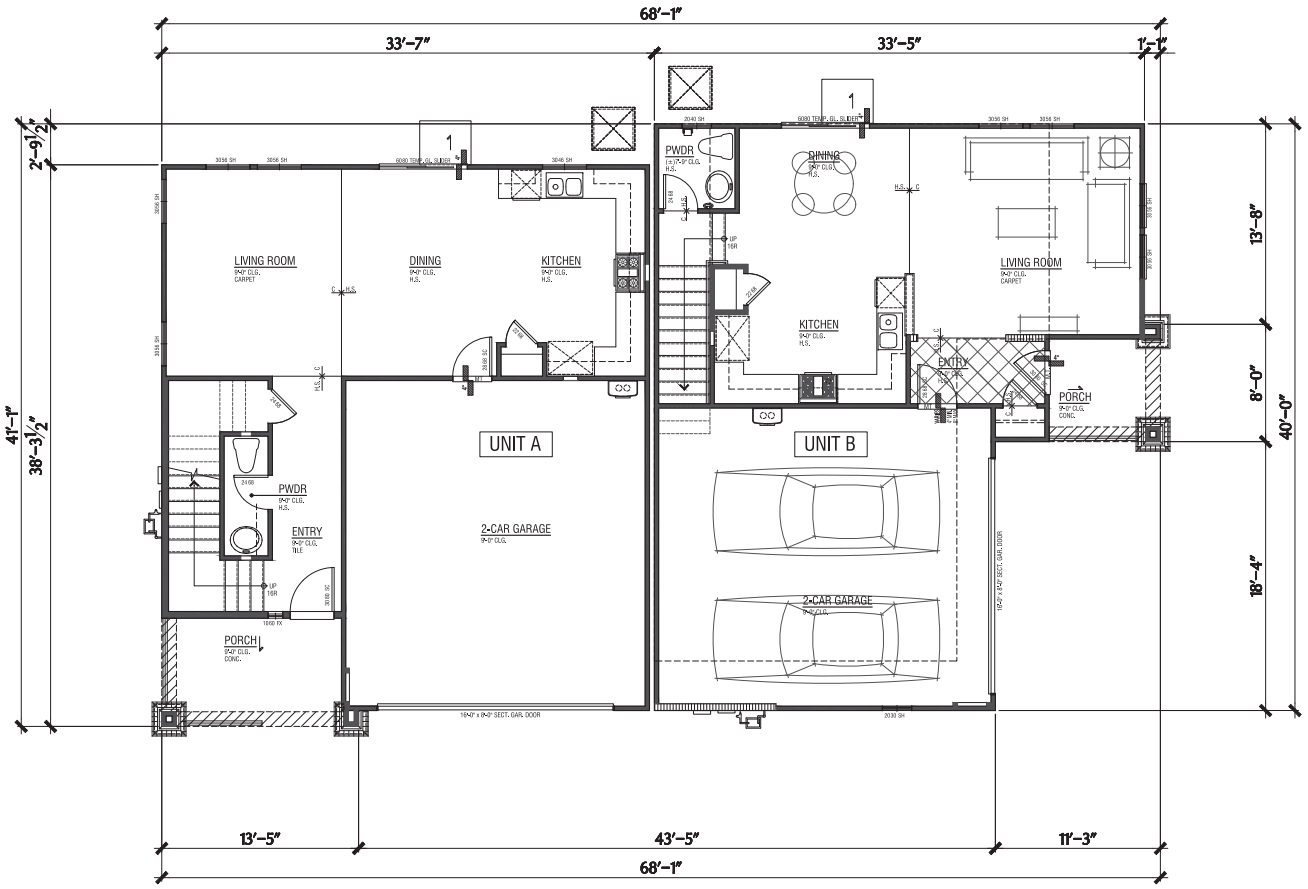
July 23, 2018

A4.11

2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Duet

Unit A

692 SF First Floor
1,692 SF Total

Unit B

626 SF First Floor
1,379 SF Total

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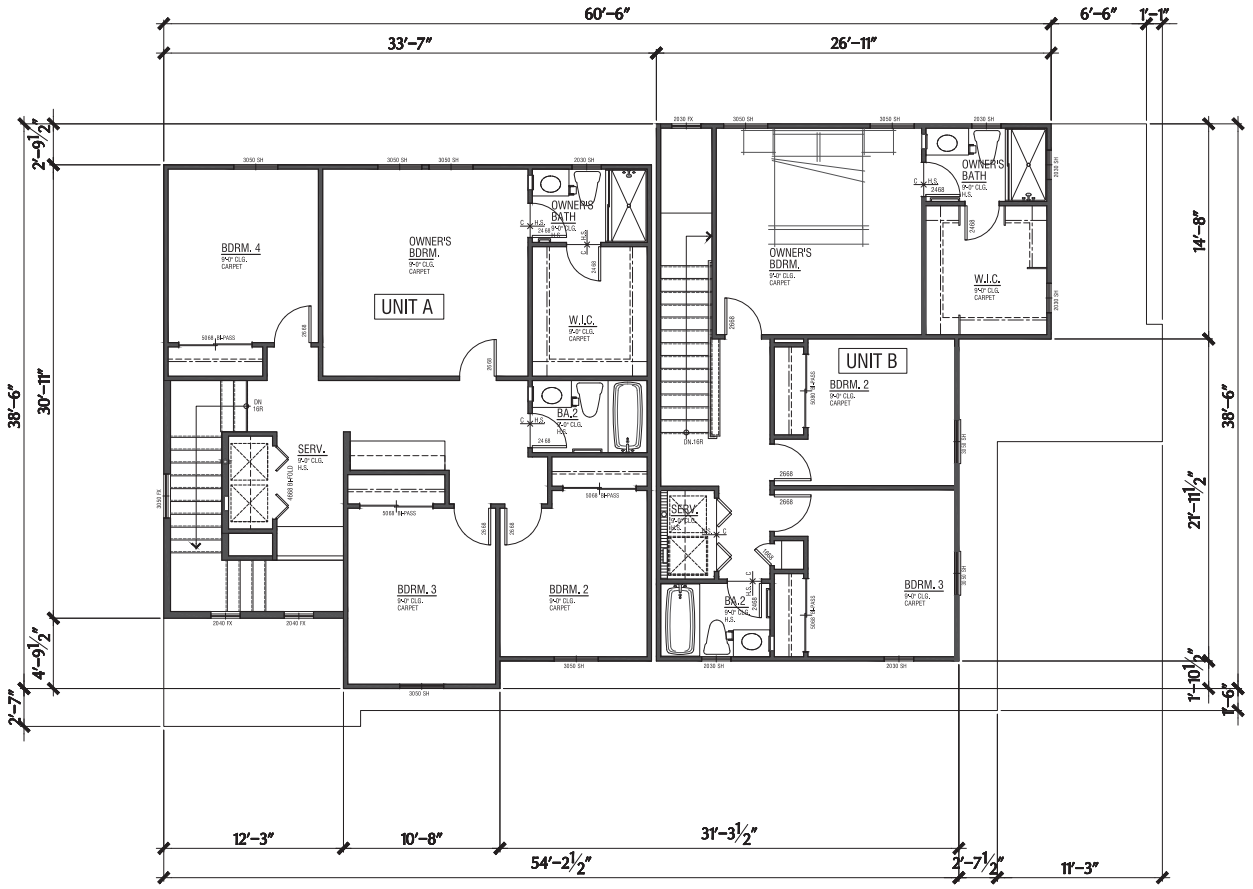
July 23, 2018

A5.1

2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Unit A
1000 SF Second Floor

Unit B
753 SF Second Floor

Duet

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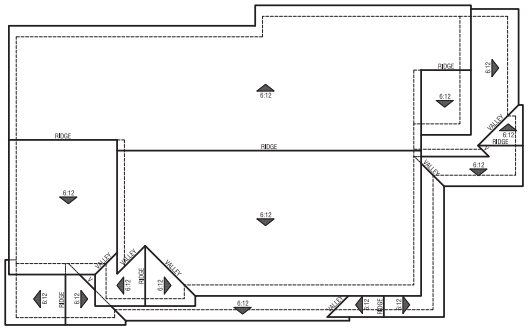
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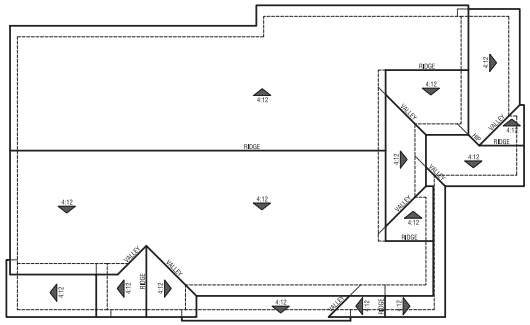
2017133

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EXHIBIT B



Farmhouse



Spanish

Duet

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July 23, 2018

A5.3

2017133

2017133 - Garaventa - Livermore, CA

EXHIBIT B



Farmhouse Elevation
Front Elevation



Farmhouse Elevation
Right Elevation



Spanish Elevation
Front Elevation



Spanish Elevation
Right Elevation

Garaventa

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Duet
Front Elevations

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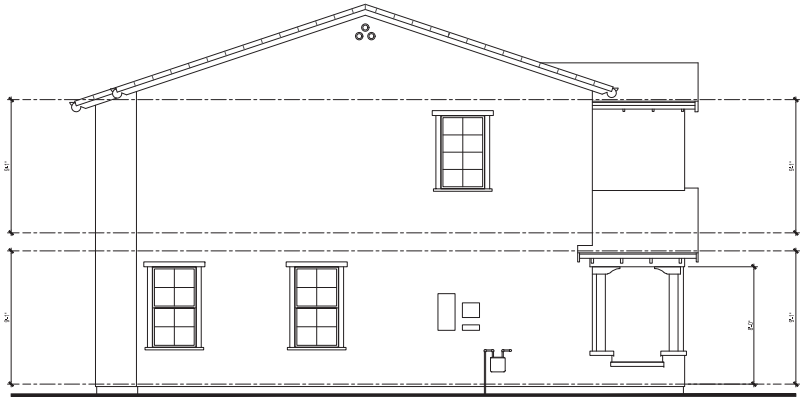
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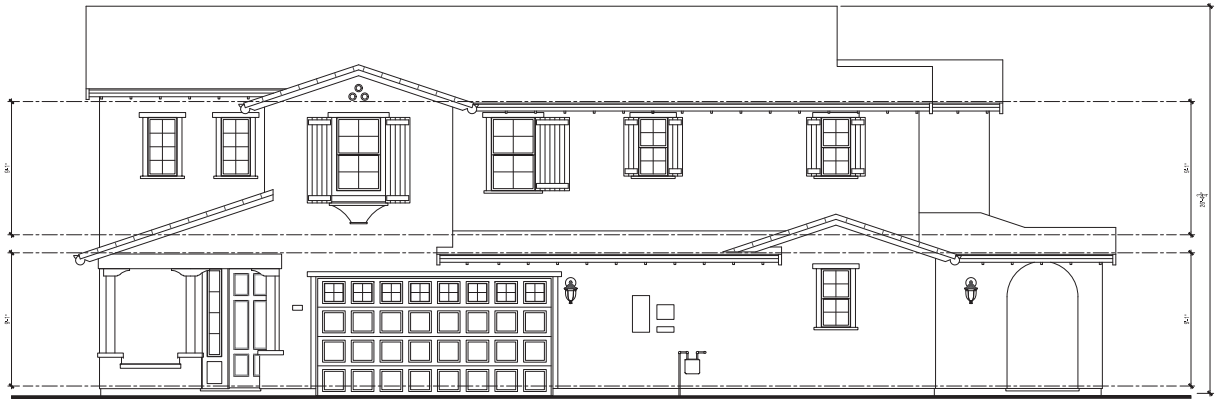
EXHIBIT B



Spanish Elevation
Rear Elevation



Spanish Elevation
Left Elevation



Spanish Elevation
Front Elevation



Spanish Elevation
Right Elevation

Duet

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A5.5

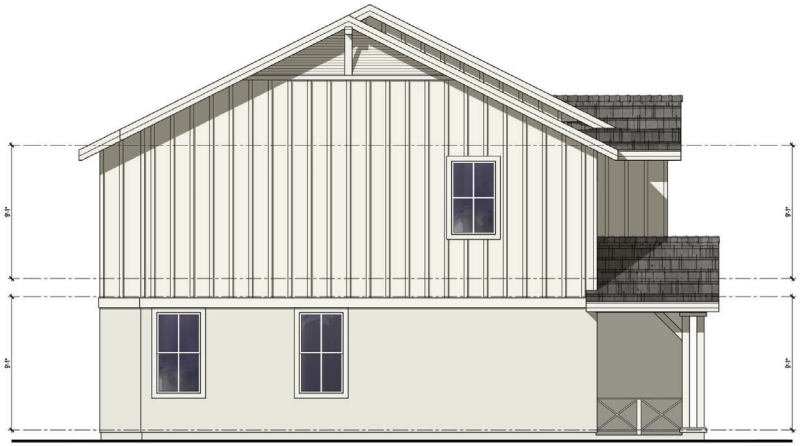
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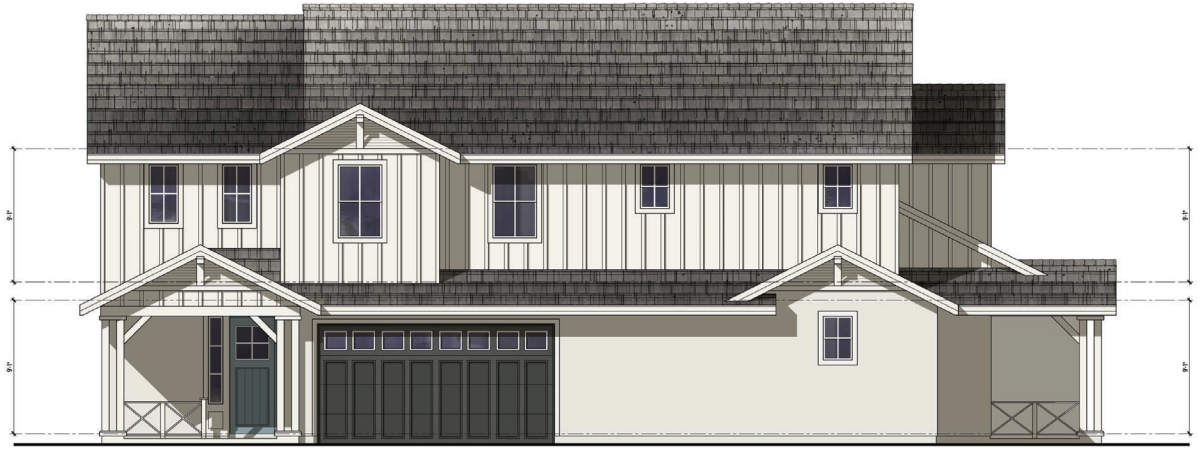
EXHIBIT B



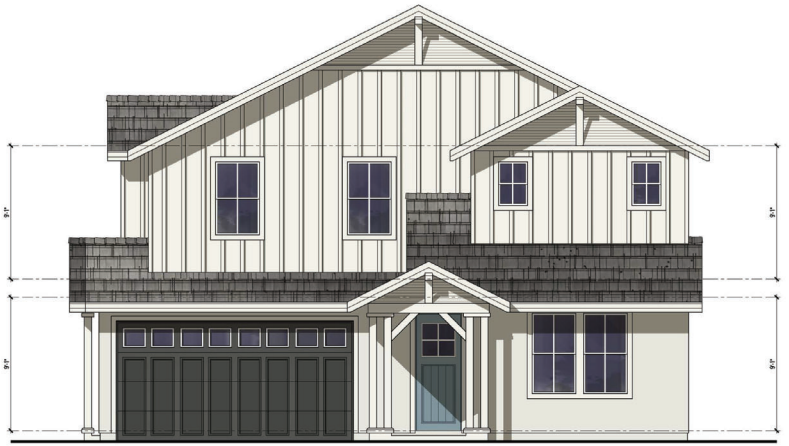
Farmhouse Elevation
Rear Elevation



Farmhouse Elevation
Left Elevation



Farmhouse Elevation
Front Elevation



Farmhouse Elevation
Right Elevation

Duet

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A5.6

2017133

2017133 - Garaventa - Livermore, CA

CONDITIONS OF APPROVAL

Vesting Tentative Tract Map 8094 (Subdivision 13-001)
Site Plan Design Review 13-005 (SPDR 13-005)

Garaventa Hills

Hearing to consider a proposed residential subdivision for 44 units, consisting of 38 single-family detached units and 6 duet/couplet units on an approximately 31.7 acre vacant site, and Recirculated Partial Final Environmental Impact Report (EIR) document, together with the Recirculated Partial Draft EIR published in July 2024, the Draft EIR published in November 2012, the Final EIR published in June 2014, and the Re-Issued Final EIR published in August 2019. A proposed westerly extension of Bear Creek Drive would provide access to the internal residential street, and an emergency vehicle access (EVA), pedestrian, and bicycle bridge is proposed at Hawk Street.

Location: East of North Vasco Road, North of Garaventa Ranch Road/
Altamont Creek Drive, and West of Laughlin Road

Approved by Planning Commission: November 12, 2024
Approved by City Council: November 25, 2024

A. PROJECT AUTHORIZATION

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

2. Approval is limited to the conformance of the land use and the Planned Unit Development (PUD) No. 115 requirements. Use of the property shall be limited to those permitted by the Livermore Development Code, as it exists now and pursuant to the Project Approvals, as the same may be amended in the future.

3. Tentative Tract Map 8094 shall expire unless a final map is filed within two (2) years of City approval date, or an extension is submitted and approved by the City prior to the expiration of the map.

4. The Site Plan Design Review permit shall expire unless all necessary building and grading permits are acquired within two (2) years of City approval date, or an extension is submitted and approved prior to expiration of the permit.

B. PROJECT SPECIFIC CONDITIONS

Prior to issuance of a Final Map, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Community Development Department:

1. The applicant shall respond in writing to all applicable conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

2. Provide a Grasslands Management Plan for the project's buffer areas and knolls. Coordinate development of the management plan with the City of Livermore and Livermore Area Recreation and Park District in order to synchronize management with the Garaventa Wetlands Preserve under the Park District's Grassland Management Plan.

3. Subdivision improvement plans shall include irrigation and utility plans that indicate locations of above ground utilities, including street, pedestrian pathways, lights, backflow prevention devices, and irrigation control cabinets. Plans shall include screening measures such as landscaping, berms, and low walls.

4. The project shall comply with the City's Inclusionary Housing Ordinance, and the details of the affordable housing provision will be subject to City Council approval of a Housing Agreement before adoption of the final map.

Prior to issuance of a Building Permit, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Community Development Department:

1. The applicant shall respond in writing to all conditions contained herein and in attachments to this document. Responses shall clearly describe how each condition has been met. When the response references construction drawings, the page number and detail reference, if applicable, shall be noted.

2. Art in Public Places Program in-lieu contribution (0.33% of total project valuation) will be provided in place of artwork and shall be paid prior to issuance of building permits.

3. Perimeter fencing and all fencing along rear property lines shall be open view fencing with dark colored materials, to minimize visual prominence. Chain link fencing shall be prohibited. Final design is subject to coordination between the applicant, City, Park District and appropriate Resource Agencies.

4. Perimeter fencing shall be designed to control access and reduce trespass onto the Garaventa Wetlands Preserve, Zone 7 flood protection areas, and sensitive wetlands to the north, while maintaining existing wildlife movement. Perimeter

fencing shall extend from the side property lines of Lots 1, 10 and 11. Under-crossings for wildlife shall be considered. Final design is subject to coordination between the applicant, City, Park District and appropriate Resource Agencies.

5. Exclusion fencing along the rear lot lines of Lots 1 – 25 shall include design features to exclude small amphibians (California tiger salamander and California red-legged frog) from the residential development. The base of the fence shall be placed on a minimum 12" tall concrete wall, to serve as a barrier, and the bottom of the fence should include a 12" solid board to further act as a barrier. Final design is subject to coordination between the applicant, City, Park District and appropriate Resource Agencies.

6. Interior residential fences shall match the redwood "good neighbor fence" shown on Sheet PD-5.

7. Shorten the length of the fences along the common area boundaries of Lots 1, 10, 11, 25, 26 (A & B), 34, 35 (A & B) and 41 so that they do not exceed more than 50 percent of the lot depth in order to enhance the streetscape and deemphasize the fence in these prominent locations.

8. Set all fences between the house and side property lines at least 10 feet back from the front wall of the house, not counting porches, in order to enhance the streetscape by revealing more of the homes and deemphasizing the presence of fencing.

9. The landscape plans shall not propose trees or plants within the fenced buffer zone between the back fences of the residential properties and the boundary of the preserve, to eliminate all perching and nesting opportunities along the project edges for Burrowing owl predators.

10. Applicant shall install retaining walls that are clad in stone that matches the texture and color of the stones found at the rock outcrop and throughout the site for review and approval by the Community Development Department.

11. Provide native shrubs in the northeast portion of the buffer along the rear property lines of Lots 20, 21 and 22 in order to soften the visual prominence of the retaining walls.

12. The applicant shall demonstrate compliance with the City's Water Efficient Landscape Ordinance prior to any building permit issuance.

13. A minimum of one 24-inch box and one 15-gallon tree shall be planted in the front yard of each lot.

14. Design of the pedestrian/bicycle connection from the southeast corner of the site to the improved trail west of Black Oak Court is subject to review by the

Community Development Department, in coordination with the Livermore Area Recreation and Park District and Zone 7, upon submittal for building permits from the Livermore Building Division.

15. Design and location of signs to raise public awareness of sensitive resources within the Preserve and lands to the north is subject to review by the City of Livermore, Livermore Area Recreation and Park District, and applicable Resource Agencies, upon submittal for building permits from the Livermore Building Division.

16. Delivery of the Below-Market-Rate (BMR) Units will be phased and provided along with the unrestricted market rate units, and the Developer will offer no less than one BMR Unit for sale in the project after every six (6) unrestricted market-priced units that are offered for sale in the project, until such time as all 6 attached BMR units are sold. The value of the 3.15 inclusionary promissory notes and resulting cash payment is to be calculated and paid no later than the time of the 30th building permit application.

17. The retaining wall bench depicted in Section F-F of the Preliminary Grading and Drainage Plan shall be planted with appropriate vegetation, subject to review by the Community Development Department upon submittal for building permits.

18. An appropriate barrier shall be provided along the full length of the top of the retaining wall depicted in Section F-F of the Preliminary Grading and Drainage Plan, subject to review by the Community Development Department upon submittal for building permits.

19. All graded areas shall be replanted with appropriate vegetation, subject to review by the Community Development Department upon submittal for building permits.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the plans designated by the City as Exhibit B-1. Exhibit B-1 shall consist of the submitted plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process. The applicant shall submit any required amended plans to the Community Development Department within 90 days of project approval.

2. This Site Plan Design Review and Tentative Map Approval Permits are not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

3. The Community Development Department may approve minor amendment to the permit, provided the permit is still in substantial conformance with the original approval.

4. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorneys fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

5. The project shall be subject to the attached Mitigation Monitoring and Reporting Program of the Environmental Impact Report.

6. All construction activities shall be subject to the City's Municipal Code requirements related to construction noise (9.36.080). The applicant shall provide notice of these requirements on all construction plan sets.

D. ENGINEERING DIVISION

1. Development shall conform to the attached Engineering Considerations dated October 22, 2024

E. BUILDING DIVISION

1. Approval of the Site Plan Design Review is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

2. Each project shall conform to CA codes adopted at time of project Building permit submittal.

F. FIRE DEPARTMENT

1. Development shall conform to the attached Fire Department Memorandum dated July 12, 2017.

G. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore Municipal Code.

Attachments:

- Mitigation Monitoring and Reporting Program of the Environmental Impact Report
- Engineering Considerations dated October 22, 2024
- Fire Department Memorandum dated July 12, 2017

DATE: October 22, 2024

ENGINEERING CONSIDERATIONS - EXHIBIT "A"

(Subject to revision prior to final approval by Planning Commission and City Council)

TENTATIVE TRACT: 8094 (SUB13-001) Garaventa Hills
LOCATION: West of Bear Creek Drive (APN 099-0024-001-25)
APPLICANT: Lafferty Communities

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

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

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

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details.

The following Special conditions shall apply to this development:

1. Lot A shall be an Open Space parcel that is retained by a Homeowners Association with a public access easement **(over portions of Lot A)** dedicated to the City. **Public access on Lot A shall be delineated on the Final Map, as approved by the City Engineer. Delineation may include the creation of additional parcels to circumscribe the public access areas within the open space.**
2. Lot B shall be an Open Space parcel that is retained by a Homeowners Association with a drainage and landscape easement dedicated to the City. **Provide public access to the trail along Alameda County's Flood Control Channel within the easterly portion of Lot B. Delineate such access on the Final Map, as approved by the City Engineer. Delineation may include the creation of additional parcel(s) to circumscribe the public access area within Lot B.**

In reference to conditions 1 and 2 above, Attachment "A" provides a general depiction of the public access areas on Lots A & B

3. The existing reserved 1 foot wide access strip on final Tract Map 6880, at the end of Bear Creek Drive, shall revert to public right of way upon the recording of this map.
4. The developer shall apply deed restrictions to all of the lots of this vesting tentative tract map notifying homeowners of the required provisions for preservation of the existing open space habitat adjacent to the boundaries of this vesting tentative tract map. The deed restrictions shall be subject to Planning Approval.
5. The developer shall construct a perimeter fence along the entire boundary of this Vesting Tentative Map that is adjacent to the existing open space habitat with signage restricting access to this habitat. The fence design and alignment as well as the signage shall be subject to Planning Division approval.
6. Provisions shall be made for trash capture at the outfall to the bioretention basin. The Stormwater maintenance agreement shall include provisions for ongoing maintenance and trash collection at the bioretention basin.
7. Dedicate Public Utility and Emergency Vehicle Access easements over Bear Creek Common.
8. Dedicate a public access easement over the sidewalk along Bear Creek Common to provide access to the open space paths and over the paths, as approved by the City Engineer.
    a. Construct the paved path connections to a design slope of 1:20 to the extent feasible, as approved by the City Engineer.
9. The Sanitary Sewer system shall outfall to Bear Creek Drive – to the extent that gravity flow is technically feasible.
10. The Storm Drain system and the Sanitary Sewer system pipes shall form sealed systems designed with gasketed connections and/or double walls that minimize the chance of runoff intrusion and/or naturally occurring oil intrusion into the system. Developer shall submit with the improvement plans pipe material and installation specifications for approval by the City Engineer.
11. Utilities crossing Altamont Creek shall have sleeves or steel casings embedded in concrete – as approved by the City engineer.
12. Provide scour analysis to evaluate local scour potential for the 100-year and 500-year storm events to validate the adequacy of the design for the EVA bridge abutment.
13. Design all roadway curves accessing the Zone 7 maintenance road along Altamont creek to a standard that provides for 35’ inside and 50’ outside radius and as approved by Zone 7.
14. Erosion control within the Altamont Creek area shall provide for jute matting and hydroseeding on all disturbed slopes.

3. GENERAL

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

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

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

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply.

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

Altamont Creek improvements may be subject to requirements of any or all of the following agencies: (1) California Department of Fish and Game, (2) the Army Corps of Engineers, (3) the Regional Water Quality Control Board, (4) State Department of Water Resources (5) the U.S. Fish and Wildlife Service, and (6) Alameda County Flood Control and Water Conservation District (Zone 7).

The Project proposes a connection to an existing trail and a new storm drain outfall located within the Altamont Creek parcel which is owned by Alameda County Water Agency Zone 7 (Zone 7). An encroachment permit from Zone 7 is required for this work.

4. STREETS

A. SPECIFIC REQUIREMENTS:

A traffic Signing and Striping Plan shall be included with the project improvement plans. The following street requirements shall be reflected on the plan - as approved by the City Engineer.

The Developer shall remove the existing barricades at the end of existing Bear Creek Drive and provide for a smooth transition to Bear Creek Common, a private street, as indicated on the vesting

tentative map. A sign shall be erected at the end of Bear Creek Drive marking the beginning of the private road "Bear Creek Common," – as approved by the City Engineer.

The following street sections shall apply for Bear Creek Common – in substantial conformance with the tentative map exhibit, Sheet P1.

Bear Creek Common (Entrance to the development to Lot 1)

Bear Creek Common shall consist of a 36.5-foot-wide right of way with 6' public utility easements on both sides of the street and a 2' sidewalk easement adjacent to the right of way on the south side of the street. The street width shall be 26-feet wide from face of curb to face of curb with a 7-foot wide bioretention area, landscape strip and 5-foot-wide sidewalk on the south side of the street. Install "No Parking" signage on both sides of the street.

Bear Creek Common (Lot 1 to Lot 10)

Bear Creek Common shall consist of a 42.5-foot-wide right of way with 6' public utility easements on both sides of the street and a 2' sidewalk easement adjacent to the right of way on the south/west side of the street. The street width shall be 32-feet wide from face of curb to face of curb with a 7-foot wide bioretention areas, landscape strips and 5-foot-wide sidewalk on the south/west side of the street. Install "No Parking" signage on the south side of this road section.

Bear Creek Common (Lot 11 to Lot 19)

Bear Creek Common shall consist of a 50.5-foot-wide right of way with 6' public utility easements on both sides of the street and a 2' sidewalk easement adjacent to the right of way on the south/west side of the street. The street width shall be 40-feet wide from face of curb to face of curb with a 7-foot wide bioretention areas, landscape strips and 5-foot-wide sidewalk on the south/west side of the street. Parking along both side of the street frontages will be allowed.

Bear Creek Common (Lot 19 to End)

Bear Creek Common shall consist of a 60-foot wide right of way with a 6' public utility easement and 2' wide sidewalk easement adjacent to the right of way on each side of the street. The street width shall be 40 feet wide from face of curb to face of curb with a 7-foot wide bioretention areas, landscape strip and 5-foot wide sidewalk on each side of the street.

Emergency Vehicle Access (EVA) to Hawk Street

An EVA shall be constructed from Hawk Street across Altamont Creek and connecting to Bear Creek Common. The EVA shall have a minimum 20-foot wide drive isle. Install rolled curb at Bear Creek Common with removable bollards, or other devices acceptable to the Fire Marshall installed at each end. The developer shall be required to re-configure the end of Hawk Street as it ties into the EVA and bridge structure to the satisfaction of the City Engineer.

Other:

The tentative map shows two proposed street elbows on Bear Creek Common with a cul-de-sac at the end. These elbows and cul-de-sac are to be designed to meet the City of Livermore Standard Detail ST-1A or have a geometric layout that accommodates a ladder truck turning movement.

Where the streets are adjacent to the open space lots, the street treatment shall include relinquishment of abutter's rights and the construction of a fence behind the sidewalk. The fence design and alignment shall be subject to Planning Division approval. The area between the fence and the back of the five-

foot sidewalk shall be landscaped and provided with an automatic irrigation system.

7. SANITARY SEWERS

Enhanced specialty paving is not included in this project. Sanitary sewer lines will be publicly-owned and maintained and shall be extended across all frontages of each phase.

Sewer laterals with two way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

Provide a sub-drain system to collect all runoff from the residential lots and convey it to the treatment basin to protect the soil chemistry in the Garaventa Wetlands Preserve. (This condition is to address the Livermore Area Recreation and Park District concern regarding the impact of suburban stormwater runoff on nearby sensitive habitat)

A. General

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

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

B. Storm Drainage Requirements

1. Drainage from this site currently outfalls to the Arroyo Las Positas which is identified in the Zone 7 Stream Management Master plan and Stream WISE Program, Project R5-2, dated August 2006 as impacted for sediment. The necessary improvements needed to alleviate this deficiency include removing the sediment from Airway Blvd. to Kitty Hawk Road. To avoid worsening downstream creek impacts the Developer shall evaluate the impacts to the creek as a result of this development and demonstrate that they are equal to or less than the existing impacts to the creek prior to development. If the impacts of the proposed development are found to exceed the pre-project impacts to the creek the Developer may: 1) choose to complete the improvements as part of their project; 2) wait until the improvements are completed by the City or Zone 7 with a future CIP project prior to proceeding with their project; or 3) provide with their project, on-site facilities that create post-development storm flows that are less than or equal to pre-development flows and meet the City's discharge guidelines. If detention is needed the Developer shall regulate storm water flows up to and including the 100 year storm with the discharge rate the same as that required by the Hydro-modification Management Plan "HMP". Developer shall submit calculations demonstrating that the added detention and flow regulation results in post project flows that are equal or less than the existing impacts to the creek prior to development.

2. *This project is located within an impacted storm drainage basin as identified in the City's Storm Drain Master Plan (dated July 2004). The necessary improvements needed to increase downstream capacity are not currently identified as a project within the City's current Capital Improvement*

Program (CIP). The applicant may: 1) choose to install the storm drain improvements as part of their project; 2) wait until the improvements are installed by the City with a future CIP project prior to proceeding with their project; or 3) provide with their project, on-site facilities that create post-development storm flows that are less than or equal to pre-development flows.

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

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

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

4. This site is adjacent to land with naturally occurring oil which has entered the City's storm drain system requiring oil remediation. The Developer shall design the storm drain system to prevent oil from entering the City's storm drain system and Altamont Creek from this development, including modification of materials used to include a fully sealed system such as HDPE welded pipe so as to reduce oil leakage into the City's stormwater systems. As a preventative measure the Developer shall install an oil interceptor on at the storm drain maintenance hole just before water enters the proposed detention basin. The maintenance of the oil interceptor shall be funded by the community facilities district.

5. All storm water runoff accepted from the open space area of Lot A shall be infiltrated into the ground within Lot A, and/or conveyed to the proposed HMP detention basin located in Lot B.

C. Stormwater Infrastructure Maintenance Funding

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

D. Channels

This Site currently drains to the Altamont Creek. This creek is currently impacted for sedimentation. The Developer shall provide a Hydro-modification Management Plan "HMP" with calculations demonstrating the impacts to the creek as a result of this development are equal to or less than the existing impacts to the creek prior to development.

The new outfall into Altamont Creek shall be constructed in accordance with the recommendations of Alameda County Flood Control and Water Conservation District, Zone 7, to provide adequate capacity for the 100 year flood flows as designated by Zone 7. The outfall shall be designed consistent with Zone 7 standard detail for Lateral Pipe Entry to Earth Channel Type II (SF-605).

A permit or other form of approval shall be obtained from Zone 7 prior to beginning the outfall improvements. Additionally, developer is responsible for obtaining any regulatory permits that may be required from State and Federal agencies.

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*
2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Pamela Lung in the City's Engineering Department at (925-960-4538)*

Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.

F. Stormwater Treatment Infrastructure Maintenance Funding

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

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

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

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

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

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are available for

purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

         i. Select plants that are well adapted to soil conditions at the site.

         ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

         iii. Provide irrigation appropriate to the water requirements of the selected plants.

         iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

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

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

5. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b. When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

6. Food Service Equipment Cleaning

a. Food service facilities (including grocery stores) shall have a sink or other container for cleaning floor mats, equipment, and hood filters, which is connected to a grease interceptor prior to discharging to the sanitary sewer system. The cleaning area shall be large enough to allow for the largest type of equipment that must be cleaned at the facility. The cleaning area shall be indoors or in a roofed area outdoors and must be plumbed to the sanitary sewer. The discharge of wastewater from these washing activities to the storm drain system is prohibited. Outdoor cleaning areas shall be designed to prevent storm water run-on from entering the sanitary sewer and to prevent wastewater runoff to the storm drain from washing activities. Signs shall be posted indicating that all food service equipment washing activities shall be conducted in this area.

b. An oil and grease interceptor with a minimum size of 750 gallons is required for all food service facilities (including restaurants and grocery stores). Facilities that do not have any cooking or any other grease generating processes may request an exemption from this requirement.

7. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain

litter and trash. Dumpster leakage from covered trash and food compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

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

8. Outdoor Process Activities/Equipment1

a. Process activities shall be performed either indoors or in roofed outdoor areas. If performed outdoors, the area shall be designed to prevent the "run-on" of storm water drainage, as well, as the runoff from the area with process activities.

b. Process equipment areas shall drain to the sanitary sewer system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

9. Outdoor Equipment/Materials Storage

a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

10. Vehicle/Equipment and Commercial/Industrial Cleaning

a. Wastewater from vehicle and equipment washing operations shall not be discharged to the storm drain system. Auto dealerships, however, may rinse off vehicle exterior surfaces for appearance purposes, provided only a minimum volume of water is used without soap or other cleaning agents.

b. Commercial/industrial facilities having vehicle/equipment cleaning needs shall either provide a roofed, bermed area for washing activities or discourage vehicle/equipment washing by removing hose bibs (faucets) and installing signs prohibiting such uses. Vehicle/equipment washing areas shall be paved, designed to prevent run-on to or runoff from the area, and plumbed to drain to the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

c. Commercial car wash facilities shall be designed and operated such that no runoff from the facility is discharged to the storm drain system. Wastewater from the facility shall discharge to

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

the sanitary sewer via an oil water separator with a minimum size of 750-gallons or an approved equivalent pretreatment device.

d. All facilities, which discharge wastewater generated from vehicle or equipment washing, must obtain a wastewater discharge permit from the City of Livermore's Water Resources Division prior to the commencement of the discharge.

11. Vehicle/Equipment Repair and Maintenance

a. Vehicle/equipment repair and maintenance shall be performed in a designated area indoors, or if such services must be performed outdoors, in an area designed to prevent the run-on and runoff of storm water. Oil and other automotive fluid change service must always be performed indoors.

b. Secondary containment shall be provided for exterior work areas where hazardous materials or hazardous wastes are used or stored. Drains shall not be installed within the secondary containment areas.

c. Vehicle service facilities shall not contain floor drains.

d. Tanks, containers, or sinks used for parts cleaning or rinsing shall not be connected to the storm drain system. Tanks, containers, or sinks used for such purposes shall not be directly connected to the sanitary sewer. Discharges to the sanitary sewer from such operations require prior approval from the Water Resources Division. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

12. Fuel Dispensing Areas

a. Fueling areas[2] shall have impermeable surfaces (i.e., portland cement concrete or equivalent smooth impervious surface) that are: a) graded at the minimum slope necessary to prevent ponding; and b) separated from the rest of the site by a grade break that prevents run-on of storm water to the maximum extent practicable.

b. Fueling areas shall be covered by a canopy or roof that extends a minimum of ten feet in each direction from each pump. Roof downspouts from the canopy or roof shall not drain onto the fueling area.

13. Loading Docks

a. Loading docks shall be graded to minimize run-on to and runoff from the loading area. Roof downspouts shall be positioned to direct storm water away from the loading area. Storm water runoff from loading dock areas shall be connected to a post-construction storm water treatment measure(s) prior to discharge to the storm drain system.

b. Door skirts between the trailers and the building shall be installed to prevent exposure of loading activities to rain, unless one of the following conditions applies: the loading dock is covered, or the applicant demonstrates that rainfall will not result in an exposure of storm water to pollutants.

[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

14. Fire Sprinkler Test Water

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

15. Miscellaneous Drain or Wash Water

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

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

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

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

16. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. II. OPERATIONAL BMPS

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

1. Paved Sidewalks and Parking Lots

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

and collected to prevent entry into the storm drain system. Under no circumstances shall washwater containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be maintained and detail contact information for the entity responsible for such maintenance activities.

3. Vehicle/Equipment Repair and Maintenance

a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

c. No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas

The property owner shall dry sweep the fueling area and spot clean leaks and drips on a routine basis. Fueling areas shall not be washed down with water unless the wash water is collected and prevented from discharging to the storm drain system. Wash water resulting from the pressure washing of fueling areas must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer or hauled offsite for proper disposal through a licensed waste hauler.

5. Loading Docks

The property owner shall ensure that BMPs are implemented to prevent potential storm water pollution. These BMPs shall include, but are not limited to, a regular program of sweeping, litter control, and spill clean-up.

6. On-site Storm Drains

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

7. Architectural Copper Cleaning, Treating or Washing
When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

10. WATER SUPPLY (CITY)

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

This development is in City Water Zone 3. The developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable water services as directed by the City Engineer

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

11. UNDERGROUNDING OF UTILITIES:

All existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground. (Commercial and industrial developments may have above ground transformers).

12. TRAILWAY/BIKEWAY REQUIREMENTS

Construct a bicycle/pedestrian connection from the Project to the existing trail crossing of Altamont Creek near the end of Bear Creek Drive. Install bollards at the entrance to the trail, as approved by the City Engineer.

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required because this site has soil conditions that may detrimental to landscaping.

15. SPECIAL DISTRICTS

A. Community Facilities District

The Developer shall form a new Community Facilities District (CFD) prior to final map approval for funding the maintenance and future replacement costs of the following improvements:

- The Hawk Street Bridge EVA;
- The storm drain outfall to Altamont Creek

- Altamont Creek within the 100' highway easement over the EVA

The costs for the maintenance of the detention basin on Lot B, the trash capture device, and the trails within the open space shall also be included in the CFD. Assessment for these maintenance items applies only if (a) the HOA fails to perform the required maintenance under the Stormwater Maintenance Agreement, or (b) corrective measures become warranted to remove naturally occurring oil from the storm drainage system.

The Developer shall agree to District formation costs and first year's lot by lot assessment equivalent to the CFDs first twelve months of estimated costs. The Developer shall be responsible for all costs and work which are required for this CFD.

All other common facilities of this development not covered by the CFD that require maintenance shall be shall be maintained in a developer established Homeowner's Association (HOA).

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (28) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

Developer is required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on Bear Creek Common.

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

Vasco Road, Northfront Road, Laughlin Road, Bear Creek Drive

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer will also provide subdivision security for the required private improvements.

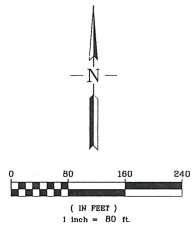
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ATTACHMENT A

EXHIBIT C





LEGEND:

- OPEN SPACE AND PUBLIC ACCESS
- OPEN SPACE AND NO PUBLIC ACCESS

GARAVENTA HILLS - TRACT 8094

ENGINEERING CONSIDERATIONS ATTACHMENT "A"

OPEN SPACE AND PUBLIC ACCESS AREAS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
FOR: LAFFERTY COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JANUARY 8, 2019 JOB NO. 141093

C:\JOBS\141093\ROAD FILES\DRAWINGS\OPEN SPACE LOTTING EXHIBIT.DWG 1/8/2019 10:00:33 AM ALAN MULLEN

Date: July 12, 2017

To: Planning Division

From: Ryan Rucker, Deputy Chief / Fire Marshal

Subject: Vesting Tentative Tract Map Garaventa Hills
SUB 13-001
dated June 11, 2018

SITE SPECIFIC PLAN CHECK COMMENTS

1. Provide documentation on the deferred installation plans that the emergency vehicle access (EVA) bridge will support a gross vehicle weight of 69,000 lbs.
2. On the installation plans, show gross vehicle weight signs on both side of the bridge
3. Provide and maintain a 20 foot fire break at all property lines which abut the wild-land interface.

GENERAL COMMENTS

1. All construction shall conform to the requirements of the 2013 California Fire Code; City of Livermore Ordinance No. 1985. All required permits shall be obtained prior to work commencement.
2. Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2013 California Building, Fire and Residential Codes; City of Livermore Ordinance No. 1985. Installations shall conform to NFPA 13D with local amendments for one and two-family occupancies.

3. The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approvals *DO NOT INCLUDE:*
    - Installation of the on-site fire mains and fire hydrants.
      Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval.
    - Backflow prevention or connections to the public water mains.
4. Fire flow for residential construction shall follow the 2013 California Fire Code Appendix B. A fire flow reduction may be applied for this project as the single family residential homes are provided with automatic sprinklers and fire access and circulation is provided. In no case shall the fire flow be less than 1500 gallons per minute.
5. The following items will be provided prior to any construction above the foundation or slab:
    - Emergency vehicle access shall be provided to the site or tract, as specified in the approved Site Plan, including the area where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval.
    - If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 69,000 pounds under all weather conditions.
    - Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
    - Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.
    - On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use
    - Where a project is phased as part of the development approved by the City, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.

NOTE: Periodic inspections will be made for compliance.

6. Underground fire mains, fire hydrants and control valves shall be installed in conformance with the most recently adopted edition of NFPA Pamphlet 24, "Outside Protection".
   - The underground pipeline contractor shall submit a minimum of three (3) sets of installation drawings to the Building Department, to be reviewed by the Fire Prevention Bureau. The plans shall have the contractor's wet stamp indicating the California contractor license type, license number and must be signed. No underground pipeline inspections will be conducted prior to issuance of approved plans.
   - All underground fire protection work shall require a California contractor's license type as follows: C-16, C-34, and C-36 or A.
   - All field-testing and inspection of piping joints shall be conducted prior to covering of any pipeline.
7. Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be minimum 4" high. by 1/2" stroke. If building is setback from primary access 50 feet or greater address size shall be increased for visibility and in accordance with Livermore-Pleasanton Standard Operating Procedures – Premises Identification Standards. Where multiple access is provided, address or tenant space number shall be provided on each access and/or warehouse door and character size shall be no less than 4” high by 1/2” ” stroke. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

SUMMARY

At the September 9, 2024 City Council meeting, City Council directed staff to review the following bodies for relevance: the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee which consists of the City of Livermore, the Livermore Area Parks and Recreation District (LARPD), and the Livermore Valley Joint Unified School District (LVJUSD).

The three bodies are working groups that do not have decision or policy making authority. They were created by City Council direction, not by resolution. Staff recommends sunsetting the bodies and having staff meet with the various agencies as needed.

DISCUSSION

The City of Livermore City Council Members participate in three local liaison bodies, the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee which consists of the City of Livermore, the Livermore Area Parks and Recreation District (LARPD), and the Livermore Valley Joint Unified School District (LVJUSD). None of the three bodies have policy or decision-making authority. They were created for City Council Members to share information with partner agencies.

At the September 9, 2024, City Council meeting, City Council directed staff to review the bodies for relevance. Staff has determined that it would be more effective if staff met with the other agencies as needed instead of the City Council Member led Brown Act bodies.

Background

Intergovernmental Committee

The Intergovernmental Committee was created at the request of then Livermore Council Member Wieskamp in April 1981 to discuss at the time “problems in the mini-parks and other items of interest.” The Committee consists of two Livermore City Council Members, two LARPD Board Members, and two LVJUSD Board Members. The staff liaisons are the City Manager, City Attorney, LAPRD General Manager, and the LVJUSD Superintendent. The Committee meets bi-monthly on the third Thursday of the month. The hosting agency rotates among the three agencies.

Per the Intergovernmental agenda, “The purpose of this meeting is to provide information on topics of shared interests. The meeting is a work session between two city, board and district elected officials and staff. Action items may be identified to assist with further discussion. The meeting is not recorded nor are any minutes taken as this is a work session and the Committee has no decision-making authority.”

Livermore-Pleasanton Liaison Committee

The Livermore-Pleasanton Liaison Committee was created at the request of then, City of Pleasanton Mayor Pico in March 2001 to discuss issues of concern to both cities. Former Mayor Pico stated his city wanted a formal committee, which included a formal agenda and notification of meetings per the Brown Act. Then City of Livermore Mayor Brown appointed two City Council Members to participate in the meetings. At some point between March 2001 and September 2010, the Committee stopped meeting.

In 2010, Airport staff were working to implement a new noise monitoring system, and the city had requested the City of Pleasanton pay for a portion of the new system. At the September 13, 2010, Livermore City Council meeting, the City Council adopted a resolution titled *A Resolution for Joint Cooperative Efforts by the City of Livermore and the City of Pleasanton Regarding the Livermore Municipal Airport*. An action item listed as bullet 6 of the resolution states “Resuming quarterly meetings of the Livermore/Pleasanton Liaison Committee to improve communications and promote mutual understanding of the airport operations.”

At the May 23, 2011, City Council meeting, item 6.02 on the agenda was titled *Discussion and direction regarding the Livermore-Pleasanton Liaison Committee and the Airport Noise Monitoring Reduction Program.* The May 23, 2011, minutes have a section that reads “The City Council directed that the Liaison Committee will focus on discussion of extraordinary noise issues; all other Airport matters including operations, planning, and routine questions and complaints will be referred to the Airport Commission. Special stakeholder meetings will not be scheduled; discussion of noise issues will occur in the normal course of regularly scheduled Airport Commission Meetings.”

Per the Livermore-Pleasanton Liaison Committee agenda “The purpose of this meeting is to provide information on topics of shared interest between the Cities of Livermore and Pleasanton. The meeting is a work session between two elected officials from each City and City staff. The Committee has no decision-making authority. Action minutes are taken to identify and assist with further discussions. All final decisions related to items discussed will be made by each City Manager as appropriate.”

Livermore-Dublin Liaison Committee

The Livermore-Dublin Liaison Committee was created in 2001. In the City of Livermore minutes of the December 11, 2001, City Council meeting, two members of City Council were appointed to the Committee. In February 2002, then Vice Mayor Reitter noted his attendance at the first meeting of the Committee.

The Committee does not meet regularly, and the hosting agency rotates.

Per the Livermore-Dublin Liaison Committee agenda: “The meeting is a work session between two elected officials from each City and City staff to provide information on topics of shared interest. The meeting is not recorded nor are any minutes taken as and the Committee has no decision-making authority. Informal minutes documenting the meeting logistics, Committee Member attendance and discussion items will be prepared. Action items may be identified to assist with further discussion, however, all final decisions related to items discussed will be made by each City’s Council or City Manager as appropriate.”

Staff recommends that all three bodies be sunset and have city staff continue to meet with the other agencies as necessary. Examples of recent staff collaboration includes working with City of Dublin staff regarding the Dublin Boulevard Extension, working with LARPD staff on the Springtown Open Space Master Plan, working with LVJUSD staff on school safety, and working with the City of Pleasanton staff on the recent SMP projects.

Having Livermore staff meet with partner agencies instead of City Council members, will enable more efficient discussion and collaboration. Action can be expedited on items that do not require City Council approval. City Council will be updated on the outcome of the meetings through the Critical Projects Weekly Update and other update opportunities. For items that do require City Council action, staff will agendize those items as needed. For items related to the Livermore Airport, the City currently has a robust stakeholder engagement program in place and holds regular meetings of the Airport Commission who welcome attendance by all, not just Livermore residents.

If City Council adopts the resolution, staff will reach out to the Committees and let them know the City will no longer be participating in the meetings and will continue to have city staff work with agency staff on items of concern as needed.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts to this item.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Resolution

Prepared by: Debbie Elam
City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION SUNSETTING THE LIVERMORE-DUBLIN LIAISON COMMITTEE, THE LIVERMORE-PLEASANTON LIAISON COMMITTEE, AND THE INTERGOVERNMENTAL COMMITTEE

The City of Livermore City Council Members participate in three local liaison bodies, the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee which consists of the City of Livermore, the Livermore Area Parks and Recreation District (LARPD), and the Livermore Valley Joint Unified School District (LVJUSD). None of the three bodies have decision making authority. They were created for City Council Members to share information with partner agencies.

At the September 9, 2024, City Council meeting, City Council directed staff to review the bodies for relevance. Staff has determined that staff working groups as needed are more effective than City Council Member led Brown Act bodies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee are hereby sunset.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 25, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Beautification Committee annual update presented by Chair Karen Jefferson. Material: PowerPoint Presentation
3.2	Presentation of the 2024 Beautification Awards. Material: PowerPoint Presentation
6.2	Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR). Material: PowerPoint Presentation and Public Comment
7.1	Resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee. Material: PowerPoint Presentation and Public Comment
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Beautification Committee 2024 Update

November 25, 2024

Presented by Karen Jefferson, Beautification Committee Chair

CITY OF LIVERMORE CALIFORNIA

1

Arbor Day – Trees donated to 9 public and 3 private schools





CITY OF LIVERMORE CALIFORNIA

2



2024 Beautification Awards

November 25, 2024

Presented by Karen Jefferson, Beautification Committee Chair

CITY OF LIVERMORE CALIFORNIA

3

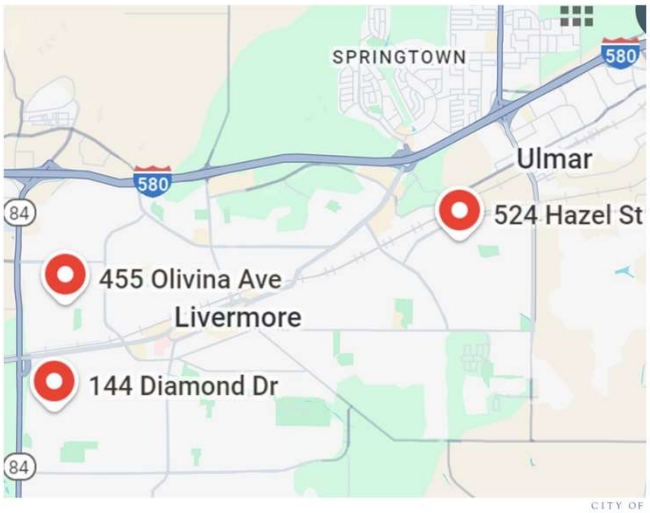
Beautification Awards Criteria

- Improve curb-side appeal
- Recognize drought tolerant landscape renovations
- Promote creativity and community pride
- Encourage citizen participation in beautifying Livermore

CITY OF LIVERMORE CALIFORNIA

4

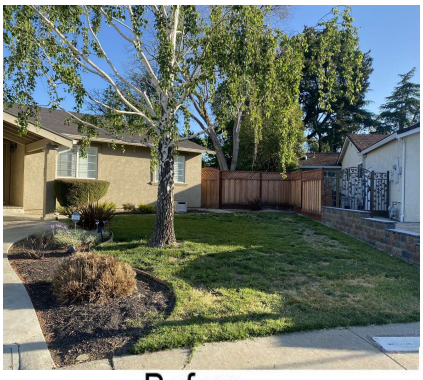
3 Properties Nominated



CITY OF LIVERMORE CALIFORNIA

5

144 Diamond Drive



Before



After

CITY OF LIVERMORE CALIFORNIA

6

455 Olivina Avenue - Before







CITY OF LIVERMORE CALIFORNIA

7

455 Olivina Avenue - After



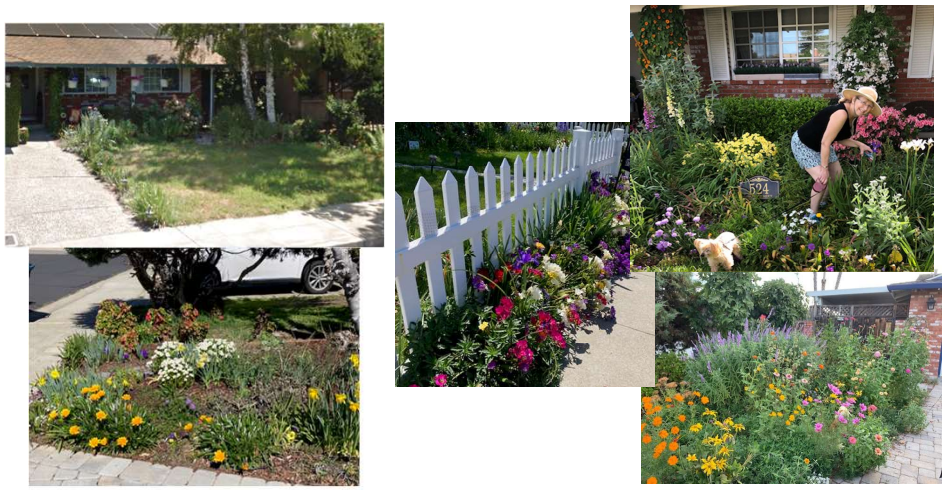




CITY OF LIVERMORE CALIFORNIA

8

524 Hazel Street



Before

After

CITY OF LIVERMORE CALIFORNIA

9

Congratulations to the winners of the 2024 Beautification Awards!

CITY OF LIVERMORE CALIFORNIA

10



Garaventa Hills

Vesting Tentative Tract Map 8094 (Subdivision 13-001)
Site Plan Design Review (SPDR) 13-005

City of Livermore City Council
November 25, 2024
Steve Stewart, Special Projects Coordinator

LIVERMORE CALIFORNIA

1

Project Timeline

2018 Planning Commission recommended approval of 44 units with EVA/PED/Bike Bridge to the City Council.

2019 City Council approved 44 units with EVA/PED/Bike Bridge

2020 Superior Court denied Save the Hill lawsuit.

2022 Appellate Court reversed and remanded the decision back to the Superior Court for further proceedings. No Project Alternative in the RFEIR was inadequate because it did not include sufficient information regarding the potential availability of funding for open space acquisition and preservation of the Project site.

2022 In response to court decision, the City rescinded certification of the RFEIR and project entitlements.

2023 Lafferty applied to proceed with the project and the environmental consultant prepared a Recirculated Partial Draft Environmental Impact Report.

LIVERMORE CALIFORNIA

2

General Plan/Zoning



3

Proposed Project (Approved in 2019)



4

Role and Responsibility:

Garaventa Hills– Subdivision/Site Plan Design Review

Quasi Judicial: Applying law and policy



- Follow Standard Zoning
- Reduce the number of units;
- Reduce the size of the units;
- Reduce the height of the units;
- Narrow the street widths;
- Reduce the wall heights;
- Provide an emergency vehicle access at Hawk Street.

LIVERMORE CALIFORNIA

5

5

Architecture



Plan 1A Spanish | Plan 2B Farmhouse | Plan 3C Villa | Plan 4B Farmhouse | Plan 5B Farmhouse

Conceptual Streetscene

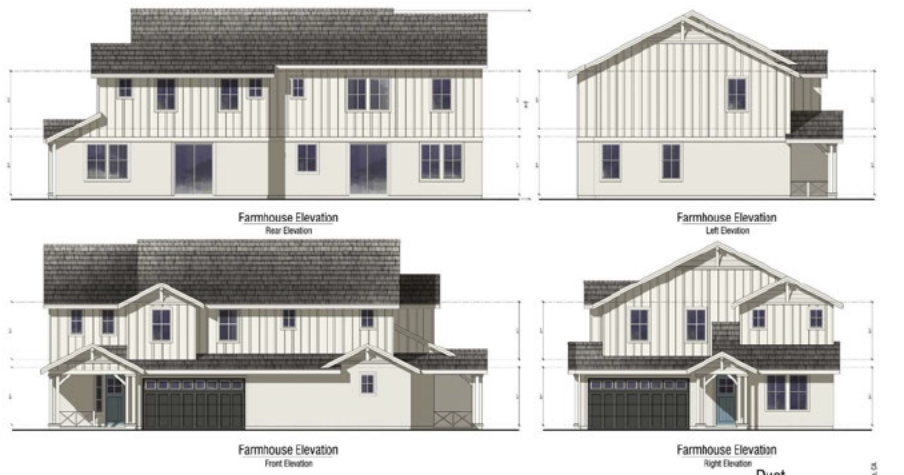
Garaventa
Livermore, CA
Lafferty Communities, Inc.

SS

LIVERMORE CALIFORNIA

6

Duet Units



Duet

Garaventa
Livermore, CA
Lafferty Communities, Inc.

A5.6

LIVERMORE CALIFORNIA

7

Environmental Analysis

- All CEQA Topic Areas Included in EIR to Address Concerns

Detailed Impact Assessment

- Hydrological
- Biological
- Geological
- Traffic

Summary Conclusions

- No Significant and Unavoidable Impacts
- All impacts are less-than-significant or reduced to that level through mitigation measures
- All other topics have no impacts or less than significant impacts

LIVERMORE CALIFORNIA

8

Recirculated Partial Environmental Impact Report (RP EIR)

- The Court of Appeal found all of Save the Hill's other challenges to the EIR meritless, including challenges to the EIR's biological resources impact analysis and mitigation measures and hydrological impacts on the Springtown Alkali Sink.
- The applicant is proceeding with the same 2018 Revised Project previously evaluated. Therefore, there are no changes to the project impacts that were evaluated in the prior EIR documents.
- In accordance with the California Environmental Quality Act Guidelines (14 CCR Section 15088.5) and the appellate court's direction, the RP Draft EIR is limited to the discussion of the potential funding sources available for the acquisition and preservation of the project site as open space under the No Project, No Development Alternative.

LIVERMORE CALIFORNIA

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Recirculated Partial Environmental Impact Report

No Project, No Development Alternative includes discussion of preserving the site as open space with open space funds (Altamont OS, and Dougherty Valley SA, other)

July 30	Released Recirculated Partial Draft EIR for 45-day Public Comment Period
August 20	Presented Recirculated Partial EIR to Planning Commission
September 13	Public Comment Period Closed (12 comments received)
November 8	Published Recirculated Partial Final Environmental Impact Report
November 12	Planning Commission Recommendation

LIVERMORE CALIFORNIA

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Recirculated Partial Environmental Impact Report

The City has received 12 letters/emails from persons or groups commenting on the Recirculated Partial Draft EIR for the Project in addition to verbal comments at the August 20, 2024, Planning Commission meeting.

Many of the comments were not related to the scope of the RP Final EIR

Comments beyond the scope of the RP Final EIR primarily expressed that there is significant new information regarding the Project's potential to increase the risk of flooding, encountering hydrocarbons in the area, impacts to biological resources, and exposure to wildfire.

All topics, including flooding, hydrocarbons, biological resources, and exposure to wildfire were already addressed in the EIR.

City staff have considered all comments and concluded that there is no "significant new information" under section 15088.5 of the CEQA Guidelines; therefore, no further recirculation of the EIR is required.

LIVERMORE CALIFORNIA

11

Recirculated Partial Environmental Impact Report

Potential Funding Sources for Open Space Acquisition and Conservation

- Altamont Landfill Settlement Agreement Fund
- Dougherty Valley Settlement Agreement Fund
- Eminent Domain (Open Space Acquisition and Management Fund, Transferable Development Credits Fund, and/or General Fund allocation)

LIVERMORE CALIFORNIA

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Recirculated Partial Environmental Impact Report

The Recirculated Partial EIR concluded on the basis of substantial evidence that:

The property owner is not a willing seller and has been determined not to be eligible for funding through the Altamont Landfill Open Space Fund or the Dougherty Valley Settlement Agreement funds.

Use of eminent domain to acquire the property from an unwilling seller, if it could be defended legally, would be costly (over $17-25 million) and contrary to the City's past practice.

Additionally, the Project site has a long-established residential designation and is identified in the current Livermore General Plan Housing Element site inventory as a site for residential development.

LIVERMORE CALIFORNIA

13

Staff Recommendation

The Planning Commission and staff recommend the City Council take the following actions to authorize the development of the Garaventa Hills residential project:

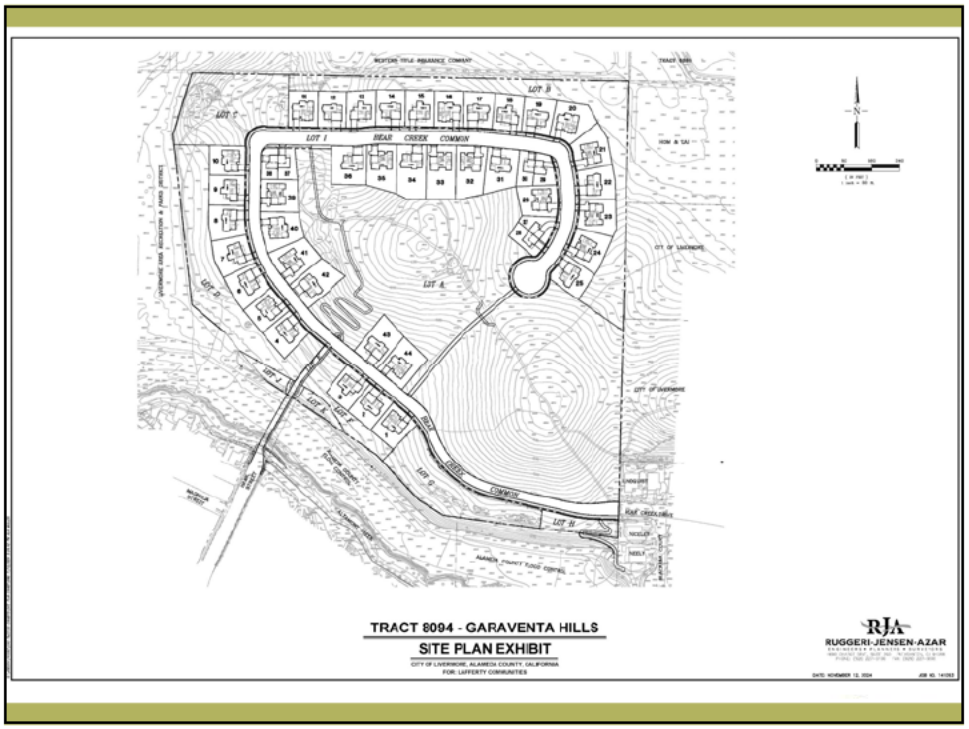
1. Adopt a resolution certifying the EIR pursuant to the California Environmental Quality Act (CEQA); and,

2. Adopt a resolution approving Subdivision (SUB) 13-001 and Site Plan Design Review (SPDR) 13- 005, subject to conditions, and authorizing the applicant to provide six affordable duet units as proposed and to make an equivalency payment to satisfy the remaining fractional portion of the affordable housing requirement; and,

3. Direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

LIVERMORE CALIFORNIA

14


LOT 1
BEAR CREEK COMMON
LOT A
LOT B
LOT C
LOT D
LOT E
LOT F
LOT G
LOT H
CITY OF LIVERMORE
CITY OF LIVERMORE
TRACT 8094 - GARAVENTA HILLS
SITE PLAN EXHIBIT
RUGGERI-JENSEN-AZAR

15

Helena Graves

From: BERNARD CABANNE [redacted]
Sent: Monday, November 25, 2024 11:18 AM
To: City Clerk; John Marchand; Robert Carling; Barrientos, Ben; BERNARD CABANNE
Subject: Fwd: Livermore City Council meeting 11/25/2024---Public Hearing 6.2 Proposed Garaventa Hill Housing Project

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

11/25/2024

Dear City Council Members:

Please postpone the recommendations/resolutions and the certification of the Court ordered Recirculated Environmental Impact Report for the Garaventa Hills Project for the following reasons:

1. The Final DEIR and/or the Reissued Final DEIR **still** do not adequately address the areas of air quality, hydrology(flooding), and biological resources. There is substantial new information in these areas that the decision-makers -- the Planning Commission, the City Council--- and the public did not have access to **prior** to the meeting tonight. Therefore; we cannot participate in the process and/or make an informed decision in a **meaningful manner** as required by CEQA and state statues.

2. The minor revisions to biological resources mitigation suggested by Swaim Biological Inc, (SBI) --- are **not** sufficient to offer adequate protection for the Western Burrowing Owl, the Western spadefoot and the Western pond turtle. The Western Burrowing Owl is a candidate for the Endangered Species List and is afforded the same protection as a listed species. In view of this recent finding, the Court ordered No Project Alternative needs to be **further analyzed**. Deciding in advance, that minor revisions to biological resources mitigation are sufficient--- is **not** advisable. Furthermore, the suggested **offsite** compensatory habitat does nothing for the endangered species and special status species at the site.
Was the USFWS and CDFW given an opportunity to comment on the minor biological resources revisions offered by SBI ? If not, why not?

3. I urge you to modify the recommendation to the City Council allowing the applicant to make a cash payment equivalent to 3.15 affordable units to comply with the affordable housing obligation for the Garaventa Hills Project. Instead of the payment, the developer should provide **more** affordable units **within the proposed 44** units.

Please address the above issues and other comments by residents and environmental groups **before** approving any recommendations/resolutions and certifying the Recirculated EIR. Please include comments in the official record.

Sincerely,
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of the Sierra Club.



Sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

November 25, 2024
Presented by Debbie Elam, City Clerk

CITY OF LIVERMORE CALIFORNIA

1

KEY POINTS

- Committees were created for City Council Members to share information with elected members of partner agencies.
- Committees do not have decision or policy making authority.
- City staff currently meet with the other agencies on items of concern.
- Items that require City Council authority are agendized for City Council Meetings.
- City Council is updated on projects through the Critical Projects report.

CITY OF LIVERMORE CALIFORNIA

2

Recommendation

Staff recommends the City Council adopt a resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee.

CITY OF LIVERMORE CALIFORNIA

3

Helena Graves

From: BERNARD CABANNE [redacted]
Sent: Monday, November 25, 2024 11:52 AM
To: City Clerk; Barrientos, Ben; John Marchand; Robert Carling; Evan Branning; BERNARD CABANNE
Subject: Livermore City Council meeting 11/25/2024 ---Matters for consideration ----Item 7.1 Sunsetting Proposal

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

11/25/2024

Dear City Council Members :

Please postpone making a decision about sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee. Although these committee meetings are working meetings with no policy making authority, these meetings are open to the public and do offer the public an opportunity for residents to remain updated and involved on critical issues and provide comments. In an effort to **maintain public access** and to **increase transparency and participation** for all residents of the Tri-Valley, it is in the best interests of all parties to keep these committees.

At the very least, the Council should postpone a decision on this item until the newly elected Council members in Dublin. Livermore and Pleasanton have a chance to consider this sunsetting proposal. It would reflect poorly on the current City Council if Livermore abruptly decides to end these meetings without consulting the **newly elected** Council members of neighboring cities and agencies.

Sincerely,
Donna Cabanne
Livermore resident

Helena Graves

From: Pleasanton City Clerk <pleasantoncityclerk@cityofpleasantonca.gov>
Sent: Monday, November 25, 2024 11:58 AM
To: Debbie Elam
Cc: City Clerk
Subject: Letter regarding City Council meeting agenda item 7.1
Attachments: November 25, 2024 Letter to Livermore CC from Gerry Beaudin re Livermore CC Meeting Item 7.1.pdf

Importance: High

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good afternoon,

Attached please find a letter from the City of Pleasanton regarding the November 25, 2024, Livermore City Council meeting agenda item 7.1.

Office of the City Clerk
T: 925-931-5027
PleasantonCityClerk@cityofpleasantonca.gov

City of Pleasanton | P.O. Box 520, Pleasanton, CA 94566

THE CITY OF
PLEASANTON

November 25, 2024

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

Subject: November 25, 2024, Agenda Item 7.1) Resolution sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and the Intergovernmental Committee

Dear Mayor Marchand and Livermore City Council Members:

On your City Council meeting agenda, Item 7.1 is to consider sunsetting several committees, including the Livermore - Pleasanton Liaison Committee. While there are various ways in which information can be shared between the two cities, the intention of the Liaison Committee was to provide an opportunity for elected officials to discuss items of shared interest. With Pleasanton's new City Council to be seated on December 17, a postponement will allow Pleasanton staff to receive direction from the City Council. With that, I respectfully request this item be continued to a future date to allow the Pleasanton City Council to provide its position on the continuance of the Livermore - Pleasanton Liaison Committee prior to a decision by Livermore.

Thank you in advance for your consideration of this request.

Sincerely,

for Gerry Beaudin
City Manager

c. Pleasanton Mayor and City Council

P.O. Box 520, Pleasanton, CA 94566-0802 **123 Main Street**

City Manager
(925) 931-5002
Fax: 931-5482

City Attorney
(925) 931-5015
Fax: 931-5482

Economic Development
(925) 931-5038
Fax: 931-5485

City Clerk
(925) 931-5027
Fax: 931-5492

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	11/11/2024	City of Livermore	Veterans Day Observance	Spoke at the event and participated in the presentation of the Quilts of Valor.
Mayor Marchand	11/13/2024	Las Positas College	Veterans Day Observance	Spoke at the event and participated in the presentation of the Quilts of Valor.
Mayor Marchand	11/13/2024	Alameda County Mayor Conference	Business meeting.	Approved contract for the Executive Director. Heard a presentation on the Northern California College Promise Coalition program.
Mayor Marchand	11/14/2024	City of Livermore	TV30 Mayor's Report	Provided an update of City activities.
Mayor Marchand	11/18/2024	Alameda County Transportation Commission (ACTC) Planning, Policy and Legislation Committee (PPLC) Committee	Committee meeting	Received an update on the Legislative program and reviewed suggested changes to the by-laws of the Watchdog Committee.
Mayor Marchand	11/19/2024	Chamber of Commerce	Leadership Livermore Program	Presented a talk on the history of Livermore.
Mayor Marchand	11/19/2024	Las Positas College	Ribbon-cutting of the new viticulture technology facility.	Spoke and presented a certificate.
Mayor Marchand	11/20/2024	City of Livermore Police Department	Citizens Police Academy Graduation	Spoke at the graduation and encouraged graduates to continue with the Alumni group.
Mayor Marchand	11/20/2024	City of Livermore	Interviews	Interviewed candidates for the advisory bodies.
Mayor Marchand	11/21/2024	Livermore Valley Chamber of Commerce	Chamber Board Strategic Planning Session	Strategic planning session
Mayor Marchand	11/24/2024	City of Livermore	Celebration of Life	Recognizing Joyce Shapiro, a tireless advocate for Stanford Healthcare in the Tri-Valley.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)
Vice Mayor Carling	10/29/2024	Alameda County Resource Conservation District	East Bay Wildlife Connectivity meeting
Vice Mayor Carling	10/29/2024	Livermore-Amador Valley Transit Autority (LAVTA)	Hydrogen Fueling Facility ribbon cutting
Vice Mayor Carling	10/30/2024	Livermore Pleasanton Fire Department	Welcome for new LPFD deputy fire chief Bryan Carr
Vice Mayor Carling	10/30/2024	City of Livermore	NASA Moon tree planting
Vice Mayor Carling	11/11/2024	City of Livermore	Veterans Day remembrance
Vice Mayor Carling	11/13/2024	Tri-Valley NonProfit Alliance (TVNPA)	Power of Giving Celebration
Vice Mayor Carling	11/15/2024	Altamont Landfill Open Space Committee (ALOSC)	Board Meeting
Vice Mayor Carling	11/20/2024	StopWaste	Board Meeting
Vice Mayor Carling	11/20/2024	Livermore-Amador Valley Water Management Agency (LAVWMA)	Board Meeting
Vice Mayor Carling	11/21/2024	Asian Pacific Islander American Public Affairs (APAPA)	Holiday celebration

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)
Council Member Branning	10/28/2024	Livermore-Amador Valley Transit Autority (LAVTA)	Award Ceremony for Hydrogen Fueling Facility
Council Member Branning	10/30/2024	Cty of Livermore	NASA Moon Tree Planting
Council Member Branning	11/2/2024	Ale House	Beard Growing Contest/Fundraiser
Council Member Branning	11/4/2024	Livermore-Amador Valley Transit Autority (LAVTA)	Board Meeting
Council Member Branning	11/13/2024	Tri-Valley NonProfit Alliance (TVNPA)	Power of Giving Celebration
Council Member Branning	11/19/2024	Las Positas College	Viticulture and Wine Technology Building Ribbon Cutting
Council Member Branning	11/19/2024	Livermore Downtown Inc. (LDI)	Board Meeting
Council Member Branning	11/20/2024	Livermore-Amador Valley Water Management Agency (LAVWMA)	Regular Board Meeting
Council Member Branning	11/21/2024	Asian Pacific Islander American Public Affairs (APAPA)	Social Mixer
Council Member Branning	11/25/2024	CityServe	Thanksgiving Prayer Breakfast

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: November 25, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

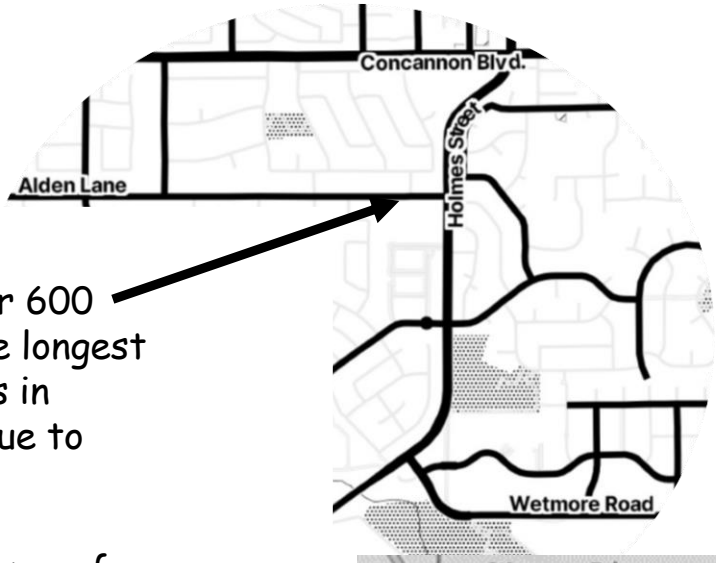
Fiscal Review by:

Tina Olson
Administrative Services Director



Tree Treasure Map

Woodsy Owl Can Help You Find These Trees in South Livermore



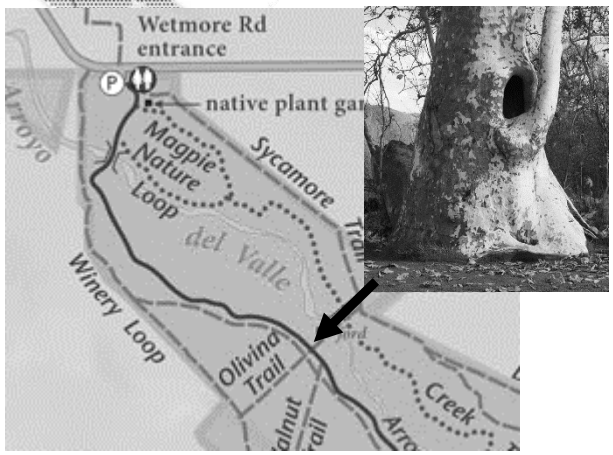
Valley Oak

The Valley Oak can live for 600 years, making it one of the longest lived and largest oak trees in North America. It is unique to California.

Alden Lane Nursery has some of the oldest Valley Oaks in our area with some trees about 300 to 400 years old. These trees are lovingly cared for by staff and tree experts. Visit the Nursery and marvel at these beautiful trees.

Western Sycamore

One of the largest stands of CA native Western Sycamore is found in Sycamore Grove Park. Sycamore trees have white trunks with shades of grey and tan pieces of bark looking like puzzle pieces. The oldest Sycamore tree in the park is about 250 years old, with an average tree age of 110 years.



Sycamore Grove Park

Be *sure to check out the hobbit* tree. You can walk inside the tree and look out its naturally formed window. It is located on the Arroyo Del Valle trail (asphalt path) a half mile from the Wetmore entrance



Tree Treasure Map

Woodsy Owl Can Help You Find These Trees in North Livermore

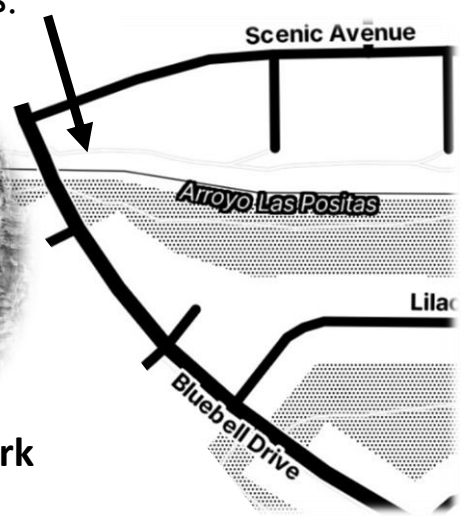


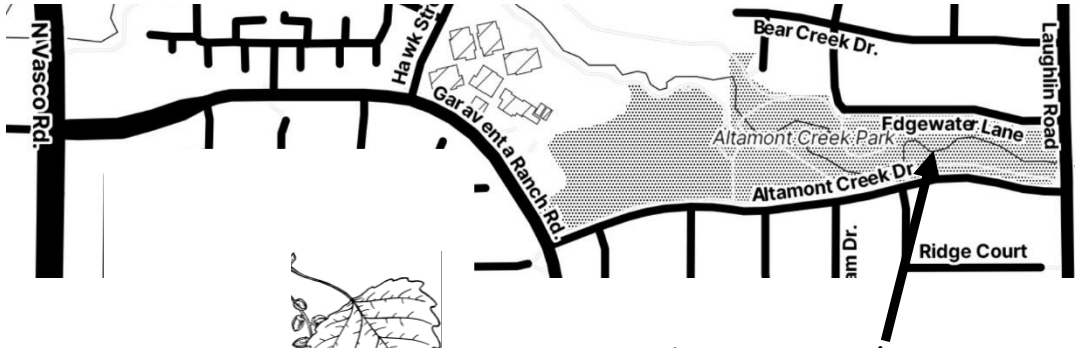
Cork Oak

Cork oaks have thick cracked brown black bark. Tap the bark – it sounds hollow. The bark of the tree, cork, is used in bulletin boards. The tree can regrow its outer bark. After a tree reaches 25 years of age, it can be stripped of bark every 9 to 12 years without causing damage to the tree. A Cork Oak lives for 200 years. Cork oak trees can be found along the asphalt trail next to the Arroyo Los Positas.



Cork Oak Bark







Fremont Cottonwood

Cottonwoods have heart-shaped leaves that shimmer in the wind and gray bark. There are a few places in Livermore to find this tree and one place is the Altamont Creek Park adjacent to Altamont Creek School. The east side of park contains native plants, including Fremont Cottonwood trees, the native cottonwood in CA.

FOR PROOFING ONLY - DO NOT EDIT THIS PAGE

Happy Arbor Day



Guess the Trees from their Leaves

= Trim = Bleed = Safe Area

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Books About Trees at the Livermore Public Library

Redwoods by Jason Chin

Tell Me, Tree: All about Trees for Kids by Gail Gibbons

The Tree Lady by H. Joseph Hopkins

Let's Save Our Planet by Jess French

One Small Place in a Tree by Barbara Brenner

All About Trees by Polly Cheeseman

The Sequoia Lives On by Joanne Cooke

Anne Frank's Chestnut Tree by Jane Kohuth

How Long Does a Redwood Tree Live? By Emily Hudd

Seeds of Change by Jeri Cullerton Johnson



Additional books and activities can be found on the City's website

CITY OF LIVERMORE CALIFORNIA

= Trim = Bleed = Safe Area

Item	Name	Comment
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	Emma Olenberger	My partner and I are opposed to this project as it stands in the current plans. The original plans had full vehicle access to and from the development utilizing a bridge at Hawk St as well as an outlet to Bear Creek Dr. We would like to see Hawk Street Bridge be added back as full access into the plans. The average U.S. household now has roughly 2 vehicles which equates 88 additional vehicles traveling Bear Creek Road twice a day. Additionally, we request a stop sign and/or speed bumps be utilized to slow vehicle traffic down as they enter the existing neighborhood as we are concerned for our fellow walkers and children that play in the streets. We would also like to see an updated EIR reflecting current weather patterns and impacts. And lastly, we would like to request that only native trees and vegetation be considered for the development. The Bear Creek neighborhood is inundated with purple robe locust which are highly invasive and destructive to our native bare lands.
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	Michelle Gallegos	I strongly oppose the proposed development that will eliminate this important open space! I have lived in Livermore for 30 years and moved to Springtown 20 years ago, closer to my hiking park - Brushy Peak. Part of what attracted me to this area is the abundance of open space in Springtown. I am an avid hiker, conservationist, and outdoor enthusiast. During nature my walks around Garaventa Hills I always admire the diversity of vegetation, birds, insects, and other wildlife that inhabit the area. The landscape is very important to this community, and I respectfully request to preserve the site as open space!!! Please kindly accept my vote in support of Alternative A: No Project, No Development. Save The Hill. Michelle Gallegos [redacted] Livermore, Ca 94551
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	Daryl Reed	Your constituents have repeatedly shown that this project is not right for this area. First, PG&E is not reliable. In the last 3 months we have had 4 unplanned power outages When you look at the PG&E map, it states that 99.5% of Livermore has power, with just the Altamont area losing power. And theyâ€™d like to add 44 more homes to the already unstable grid. What are your plans to ensure that the power is stable enough to accommodate the additional 44 homes? And What are your plans to ensure that the current homeowners do not suffer more power outages during and after the construction process? Second, how can you ensure that our neighborhood roads will remain safe, with the additional 88 cars coming to and from this development on Bear Creek, assuming each home only has 2 vehicles? Can you provide safety measures to prevent speeding through our neighborhood? Will there be speed bumps? How can you ensure that our streets will stay safe during and after the construction process?

Item	Name	Comment
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	Caitlen Todd	I strongly oppose the proposed development due to its strain on community resources, environmental risks, and safety concerns. The local school, already understaffed, will be unable to accommodate the influx of new students, and PG&E has not demonstrated the capacity to handle the increased energy demands, raising concerns about potential outages. Additionally, the outdated Environmental Impact Report fails to address pollution risks to the creek, threatening local wildlife, including endangered species like the salamander. The increase of 88 cars on residential roads, with no safety measures, endangers pedestrians, children, and drivers. This proposal raises serious issues with resource limitations, environmental impact, and pedestrian safety.
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	Valerie Moore	This development would mean increased enrollment at a school that is already understaffed. It is important that the student to teacher ratio not be increased so that students get the necessary individualized time to learn and understand the curriculum. Increasing enrollment hurts the students and faculty that are already there.
6.2) Hearing to consider a proposed Vesting Tentative Tract Map and Site Plan Design Review for a 44-unit single-family residential subdivision (Garaventa Hills), consisting of 38 single-family detached units and 6 duet/couplet units and an Environmental Impact Report (EIR).	michelle mitchell	We are requesting that the Mayor and Council require a new EIR before proceeding with the project to accurately reflect the current environmental impacts, including climate change, potential health risks to Altamont Elementary students and surrounding residents, and strain on infrastructure and City resources. Also, it appears that the city and the developer plan to connect the developments trail system to the City's privacy buffer for current residents. Our taxes are assessed to pay for landscape maintenance. As a resident in the affected area, I would like to know how the upkeep of the trail will be paid for. The area is fenced off for a reason. The residents were never asked if they want connecting trails running behind our homes.